



STANDARD TENDER DOCUMENT

LEASE OF MOTOR VEHICLES FOUR (4) YEARS

TENDER NO.KRA/HQS/NCB-025- 2020 - 2021

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 020 2817022
EMAIL: eprocurement@kra.go.ke
www.kra.go.ke
NAIROBI, KENYA.**

**PRE-BID:
12TH JANUARY, 2021 at 11.00AM**

**CLOSING DATE:
18TH JANUARY, 2021 TIME: 11:00 AM**

**REGISTER FOR ON-LINE PRE-BID MEETING HERE
[PRE-BID CONFERENCE](#)**

CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

No.	Item Description	Mandatory (Kindly tick once attached)
1.	Two Bid – Requirement Technical Proposal - Submitted electronically via the supplier portal to Tech Bid C- Folder. Financial proposal – Submitted electronically via the supplier portal to Notes and Attachment Folder	
2.	Submission of Tender Documents <ul style="list-style-type: none"> ▪ Power of Attorney¹ (except for Sole proprietor) giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding document ▪ Original Tender Security Kenya Shilling One Million (KSHS. 1,000,000.00) valid for 365 days from the date of tender closing. 	
3.	Company Profile <ul style="list-style-type: none"> ▪ Attach copy of Registration of Business/Certificate of Incorporation ▪ Copy of valid Business License / Permit ▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire ▪ Copy of current certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) 	
4.	Proof of Financial Resources <ul style="list-style-type: none"> ▪ Audited financial statements reported within the last three (3) years (2018, 2017, and 2016). 	
5.	<ul style="list-style-type: none"> ▪ Submit Valid Tax Compliance Certificate or Exemption if applicable in the country where the firm is registered. 	
6.	<ul style="list-style-type: none"> ▪ Have an established presence in Kenya Proof that the vehicles must have proven usage in hardship / rough terrains in Kenya for the last 4 years. 	
7.	<ul style="list-style-type: none"> ▪ Provide a detailed Repairs and Maintenance plan for the period of lease - The bidder must have at least 1 owned garage in at least 7 Regional Headquarters as indicated in Appendix (v) herein - Service centres. (Attach Memorandum of understanding and/or contracts) or any other partnership with other garages. 	
8.	<ul style="list-style-type: none"> ▪ Provide details of the make/brand, model and manufacturer of the equipment to be supplied. Only one bid may be submitted in respect of a specific manufacturer's make/ brand and/or model of equipment. Where more than one bid is received for the same manufacturer's make/brand and/or model, all the bids in this respect shall be treated as invalid 	

¹ Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

9.	<ul style="list-style-type: none"> ▪ Manufacturers Authorization Letter/ Distributorship appointment ▪ Bidders must be Original Equipment Manufacturer (OEM) or if bidding on behalf of an OEM, provide written communication from the product manufacturer addressed to Kenya Revenue Authority, authorizing them to bid on their behalf in respect of this tender. 	
10.	<ul style="list-style-type: none"> ▪ Bidders must submit a comprehensive plan on local content, transfer of technology, skills and knowledge through training, mentoring and participation of Kenyan citizens. 	
11.	<ul style="list-style-type: none"> ▪ Bidders must provide comprehensive commitment that the bidder shall reserve at least seventy-five percent (75%) employment opportunities for Kenyan citizens for services, of which not less than twenty percent (20%) shall be reserved for Kenyan professionals at management level. 	
12.	<ul style="list-style-type: none"> • Additional lease agreement document are attached and marked as Appendix (i), (ii), (iii), (iv) and (v) Page 68– 82 	

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Tender Notice

1. The Kenya Revenue Authority invites bids from eligible candidates for the following tenders:

NO	DESCRIPTION	ELIGIBILITY	ONLINE PRE- BID – DATE AND TIME,	CLOSING DATE AND TIME
1.	KRA/HQS/NCB-025/2020 - 2021 LEASE OF MOTOR VEHICLES FOUR (4) YEARS	OPEN	12th January, 2021 11.00. AM	18th January, 2021 11.00 AM

2. Tender documents detailing the requirements of the above tenders in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under “New Supplier Registration” found under the E - Procurement Tab.
3. Addenda / clarifications if any will be posted in Kra Website (www.kra.go.ke) and also sent to all prospective tenderes that have registered for the tender in the KRA supplier Portal.
4. There will be **an on-line pre-bid briefing** to be held for this Tender. Bidders are advised to follow **this link for registration** for on-line [PRE-BID MEETING](#).
5. Technical Qualification requirements; Refer to Section V of the bidding document.
6. Completed Bids are to be saved as **PDF documents** marked with the relevant tender description and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before 18th January, 2021 at 11.00 a.m. **Note: Submission should strictly be done to KRA E-Procurement Portal. System issues will NOT be addressed 24 hours to tender closing.**
7. Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.
8. An **original hard copy of the Bid Security** of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender Security Box** located at **Times Tower Building, Ground Floor** any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

Deputy Commissioner-Supply Chain Management
Times Tower Building, 21st Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email :eprocurement@kra.go.ke

Any canvassing or giving of false information will lead to automatic disqualification.

SECTION II - INSTRUCTIONS TO TENDERERS

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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 Invitation to Tender. Successful Tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the Schedule of Requirements Section VI.
- 2.1.2 The Kenya Revenue Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the Tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Kenya Revenue Authority (KRA) to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 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 KRA, 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 bid document shall be downloaded from the KRA website free of charge.

2.3 The Tender Document

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

2.4 Clarification of Documents

2.4.1 A prospective Tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the tender document.

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

2.5 Amendment of 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 amendment.

2.5.2 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders.

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

2.6 Language of Tender

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the KRA, 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 of Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below;
- (b) documentary evidence established in accordance with paragraph 2.1.2 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
- (d) confidential business questionnaire

2.8 Tender Forms

2.8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the services it proposes to supply under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.9.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 The validity period of the tender shall be 335 days from the date of opening of the tender.
- 2.9.5 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.6 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.7 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

- 2.10.1 Prices shall be quoted in Kenya Shillings or the equivalent in freely convertible currency unless otherwise specified in the Appendix to Instructions to Tenderers.

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.11.2 The documentary evidence of the tenderers eligibility to tender shall establish to the KRA's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1.
- 2.11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the KRA's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
 - (c) that, the tenderer shall provide maintenance, repair and spare parts –stock obligation covering the whole contract proscribed in the conditions of the contract and / or technical specifications.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, an original tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 10% of the tender price.

- 2.12.3 The tender security is required to protect KRA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8
- 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) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by KRA as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity
- 2.12.7 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 the tenderer **withdraws** its tender **during** the period of tender validity specified by KRA on the Tender Form; or
 - b) In the case of a successful tenderer, if the tenderer fails:
 - i. to sign the contract in accordance with paragraph 30
 - or**
 - ii. to furnish performance security in accordance with paragraph 31.
 - c) If the tenderer rejects, correction of an error in the tender

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non-responsive.
- 2.13.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 This is a **TWO ENVELOPE bid. (TECHNICAL AND FINANCIAL SEPARATE) The bids** Shall be submitted through the KRA supplier portal. The technical proposal and the Financial Proposal Shall be submitted to the Technical and Financial Folders respectively
- 2.14.2 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-

attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

- 2.14.3 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.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be submitted to KRA through the supplier portal not later than **18th January, 2021 at 11.00AM. The system shall not permit submission after the said date and time.**

KRA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KRA and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

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

2.17 Modification and Withdrawal of Tenders

- 2.17.1 The tenderer may modify the tender after submission and resubmit to the respective folders. All prior submissions cannot be deleted or overwritten. Tenderer to note that the latest submission shall be considered as the final version and all prior submissions shall be disregarded.

- 2.17.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted. Where a tenderer withdraws his bid after submission of the bid security, he/she shall collect the bid security from KRA after the tender is opened.

- 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7.

- 2.17.5 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

- 2.17.6 The KRA 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.

2.18 Opening of Tenders

- 2.18.1 KRA shall open all the submitted tenders in the presence of tenderers' representatives who choose to attend, **in** the location specified in the Invitation to Tender. The Technical proposal will be opened at **11:00 AM** on 18th January, 2021. **Bidders who shall pass the technical evaluation shall be contacted at a later date to attend the opening of the financial proposal.** The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the KRA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The KRA will prepare minutes of the tender opening.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the KRA 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 KRA in the KRA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination

2.20.1 The KRA 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

2.20.3 The KRA 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 2.23 the KRA 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 KRA'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 KRA and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.21 Conversion to Single Currency

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

2.22 Evaluation and Comparison of Tenders

2.22.1 The KRA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.22.3 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.

2.22.4 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.5 KRA'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 2.22.4 and in the technical specifications:

- a) Lease plan proposed in the tender;
- b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.6 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

a) Lease Plan

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

b) Deviation in payment schedule

Tenderers shall state their tender price for the payment on a schedule outlined in the Special Conditions of Contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule offered by the selected tenderer.

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

- 2.22.7
- a) Necessary qualifications, capability experience, services, equipment and production 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.

2.23 Preference

2.23.1 Kenya Revenue Authority does not allow any margin of preference.

2.24 Contacting the Kenya Revenue Authority

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

2.24.2 Any effort by a tenderer to influence the KRA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.25 Award of Contract

(a) Post-qualification

2.25.1 In the absence of pre-qualification, the KRA will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.25.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.12.3 as well as such other information as the KRA deems necessary and appropriate.

- 2.25.3 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 KRA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.25.4 The KRA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

- 2.25.5 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.

(c) KRA's Right to Vary Quantities

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

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

- 2.25.7 The KRA 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 KRA's action.

2.26 Notification of Award

- 2.26.1 Prior to the expiration of the period of tender validity, the KRA will notify the successful tenderer in writing that its tender has been accepted.

- 2.26.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

- 2.26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the KRA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.27 Signing of Contract

- 2.27.1 At the same time as the KRA notifies the successful tenderer that its tender has been accepted, the KRA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

- 2.27.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

- 2.27.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign the contract and return it to the KRA.

2.28 Performance Security

- 2.28.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall furnish the performance security in accordance

with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

2.28.2 The performance security required will be 10% of the Contract Value.

The performance bond shall have to be in place for the duration of the lease term that can be recalled should there be infringement / deviation from the execution of the training calendar/commitment made as presented during the tendering process. Noncompliance report from the M & E team will be the basis used by the procuring entity to recall the bond.

2.28.3 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29 Corrupt or Fraudulent Practices

2.29.1 The KRA requires that tenderers' observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

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

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

2.29.2 The Kenya Revenue Authority 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.

2.29.3 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

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	All tenderers are eligible: Original Motor Vehicle Manufacturers and Motor Vehicle Dealers. Documentary proof shall be required.
2.1.2	The Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire.
2.2.2	Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke .
2.12.1	The amount of tender security required is One million Kenya shillings (KSHS. 1,000,000.00) or the equivalent in freely convertible currency. The tender security must be valid for 365 days from the date the tender closes.
2.13.1	The tender Validity Period shall be 335 days from date of tender closing
2.13.3	The technical specifications are given in pages 39 to 49
2.16.2	The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	<p><i>This tender is based on TWO (2) bid envelope system. The bidder shall submit technical electronically via the supplier portal to Tech Bid C- Folder, and financial proposals Submitted electronically via the supplier portal to Notes and Attachment Folder via the supplier portal in the respective folders within the tendering period. The Tender shall open on 18th January, 2021 at 11:00 hours, local time,</i></p> <p><i>Place: Convention Centre on the 5th Floor of Times Tower Building.</i> <i>Street: Haile Sellasie Avenue</i> <i>City: Nairobi</i> <i>Country: Kenya.</i></p>
2.20.1	Opening of tender documents will be done in public at the time of closing the tender.
2.22.1	Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.
2.24	The bid evaluation will take into account the completeness of bid, vendor evaluation and technical evaluation.

	Bidders must conform to the specific Technical Requirements in Section IV.
2.25	Preference KRA will not grant a margin of preference for purposes of bid comparison.
2.30	The performance security required will be 10% of the Contract Value.

SECTION III: GENERAL CONDITIONS OF CONTRACT
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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

- 3.1.1 In this Contract, the following terms shall be interpreted as indicated:-
- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
 - (c) “The Services” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
 - (d) “The Procuring entity” means Kenya Revenue Authority (KRA), the organization purchasing the Services under this Contract.
 - (e) “The Tenderer” means the individual or firm supplying the Services under this Contract.
 - (f) “GCC” means general conditions of contract contained in this section.
“SCC” means the special conditions of contract contained in this section.
 - (g) “Day” means calendar day.
 - (h)

3.2 Application

- 3.2.1 These General Conditions shall apply in all Contracts made by the KRA for the procurement of the Services.

3.3 Country of Origin

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

3.4 Standards

- 3.4.1 The Services provided under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

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

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the KRA as compensation for any loss resulting from the tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the KRA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the KRA, in the form provided in the tender documents.

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Services' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the KRA.

3.8.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the KRA.

3.8.4 The KRA's right to inspect, test and where necessary, reject the services after the Services' arrival shall in no way be limited or waived by reason of the services having previously been inspected, tested and passed by the Procuring entity or its representative prior to the services delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tendered from any warranty or other obligations under this Contract.

3.9 Delivery and Documents

3.9.1 Delivery of the Services shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.10 Payment

- 3.10.1 The method and conditions of payment to be made to the tendered under this Contract shall be specified in Special Conditions of Contract.
- 3.10.2 Payments shall be made promptly by the KRA as specified in the contract.
- 3.10.3 **Indemnity**
The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnatee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or willful misconduct of such indemnitee
- 3.11 Prices**
- 3.11.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.11.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.11.3 Where the cumulative value of all contract variations request should not result in an increment of the total contract price by more than twenty five (25%) of the original contract price
- 3.11.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 3.12 Assignment**
- 3.12.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the KRA’s prior written consent.
- 3.13 Subcontracts**
- 3.13.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.
- 3.14 Termination for Default**
- 3.14.1 The KRA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:
- (a) if the tenderer fails to deliver any or all of the services within the periods) specified in the Contract, or within any extension thereof granted by the KRA;
- (b) if the tenderer fails to perform any other obligation(s) under the Contract;
- (c) If the tenderer, in the judgment of the KRA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.14.2 In the event the KRA 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 undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.15 Termination of Insolvency

The KRA 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 not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to KRA.

3.16 Liquidated Damages

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

3.17 Termination for Convenience

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

3.17.2 For the remaining part of the contract after termination the KRA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.18 Resolution of Disputes

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

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

3.21 Applicable Law

3.21.1 The contract shall be interpreted in accordance with the Laws of Kenya unless otherwise specified in the SCC.

3.22 Notices

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

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 Conditions 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 these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7	<p>Performance Security</p> <p>The performance Security must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.</p>
3.9	<p>Delivery</p> <p>Lease of Motor Vehicles FOUR (4) years</p> <p>Conditions of delivery will be in the Local service order and contract within the period indicated by the successful bidder(s) from the date of receiving the Local Purchase Order (LPO). The requirements may be adjusted by giving a short notice.</p>
3.10	<p>Payment Terms</p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p>
3.11	<p>Prices</p> <p>Prices charged by the tenderer for services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender. Price variation shall not be allowed for a contract of a period of less than One (1) year.</p>
3.16	<p>Liquidated Damages</p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of thirty (30) days. No deliveries shall be accepted after the thirtieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond.</p> <p>In this clause, “days” means working days.</p>

3.18

Resolutions of Disputes

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Nairobi Centre for International Arbitration (Arbitration) Rules 2015, made under the Nairobi Centre for International Arbitration Act, 2013. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19

Language and Law

The language of all correspondence and documents related to the bid is: **English.** Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.22

Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or by E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 The specifications describe the requirements for services.

5.1.2 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product/service.

5.2 Particulars

Kenya Revenue Authority is interested in **Lease of Motor Vehicles FOUR (4) years**

5.3 Technical Requirements:

This tender covers **Lease of Motor Vehicles FOUR (4) years**.

TECHNICAL SPECIFICATIONS

BACKGROUND INFORMATION

The primary objective for leasing will be to provide the Kenya Revenue Authority with ability to improve and expand service delivery to its customers, reduced turnaround time for maintenance and improves the efficiency and effectiveness in management of its transport operations.

The Authority 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 prorated 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 prorated 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) management system capable of integrating with SAP ERP (bidders are encouraged to integrate with the current SAP system for compatibility)

SPECIFICATIONS FOR MOTOR VEHICLE LEASING

The fleet to be leased will comprise of Saloons, Double Cabins, Micro Buses and Sport Utility Motor Vehicles.

1. To curb the misuse of the Motor Vehicle, The Authority will require that the leasing company arrange with NTSA to register the Motor Vehicles with a Parastatal blue number plate for purposes of control unless otherwise specified on case by case basis.
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 VI - SCHEDULE OF REQUIREMENTS

Procurement Item

Schedule A:

No.	Description	Delivery schedule
1.	Lease of Motor Vehicles FOUR (4) years	Commence implementation four (4) weeks after issuance of LPO Provide implementation schedule

Instructions on Submission of Bids

This is a **TWO ENVELOPE bid. (TECHNICAL AND FINANCIAL SEPARATE)** The bids shall be submitted through the KRA supplier portal. The technical proposal and the Financial Proposal shall be submitted to the Technical and Financial Folders respectively:

Section	Document
A	Confidential Business Questionnaire
B	Power of Attorney ² (except for Sole proprietor)
C	Business Registration Certificate/Certificate of Incorporation
D	Manufacturer's Authorization Form(s)
E	Tender Security
F	Valid Tax Registration Certificate
G	Reference Letter from the Bank
H	Details of five (5) major Clients
I	Technical Clause by Clause response

Financial Proposal

J	Price Schedule
K	Form of Tender (Dully filled, Signed and stamped)

NOTE:

Technical and Financial proposals to be submitted to the technical and financial folders respectively

I(a) Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non-responsive and shall not be evaluated further.

MANDATORY REQUIREMENTS

No.	Item Description	YES/NO
1.	<p>Two Bid – Requirement Technical Proposal - Submitted electronically via the supplier portal to Tech Bid C- Folder.</p> <p>Financial proposal – Submitted electronically via the supplier portal to Notes and Attachment Folder</p>	
2.	<p>Submission of Tender Documents</p> <ul style="list-style-type: none"> ▪ Power of Attorney³ (except for Sole proprietor) giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding document ▪ Original Tender Security Kenya Shilling One Million (KSHS. 1,000,000.00) valid for 365 days from the date of tender closing. 	
3.	<p>Company Profile</p> <ul style="list-style-type: none"> ▪ Attach copy of Registration of Business/Certificate of Incorporation ▪ Copy of valid Business License / Permit ▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire ▪ Copy of current certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) 	
4.	<p>Proof of Financial Resources</p> <ul style="list-style-type: none"> ▪ Audited financial statements reported within the last three (3) years (2018, 2017, and 2016). 	
5.	<ul style="list-style-type: none"> ▪ Submit Valid Tax Compliance Certificate or Exemption if applicable in the country where the firm is registered. 	
6.	<ul style="list-style-type: none"> ▪ Have an established presence in Kenya Proof that the vehicles must have proven usage in hardship / rough terrains in Kenya for the last 4 years. 	
7.	<ul style="list-style-type: none"> ▪ Provide a detailed Repairs and Maintenance plan for the period of lease - The bidder must have at least 1 owned garage in at least 7 Regional Headquarters as indicated in Appendix (v) herein - Service centres. (Attach Memorandum of understanding and/or contracts) or any other partnership with other garages. 	
8.	<ul style="list-style-type: none"> ▪ Provide details of the make/brand, model and manufacturer of the equipment to be supplied. Only one bid may be submitted in respect of a specific manufacturer’s make/brand and/or model of equipment. Where more than one bid is received for the same manufacturer’s make/brand and/or model, all the bids in this respect shall be treated as invalid 	

³ Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

9.	<ul style="list-style-type: none"> ▪ Manufacturers Authorization Letter/ Distributorship appointment ▪ Bidders must be Original Equipment Manufacturer (OEM) or if bidding on behalf of an OEM, provide written communication from the product manufacturer addressed to Kenya Revenue Authority, authorizing them to bid on their behalf in respect of this tender. 	
10.	<ul style="list-style-type: none"> ▪ Bidders must submit a comprehensive plan on local content, transfer of technology, skills and knowledge through training, mentoring and participation of Kenyan citizens. 	
11.	<ul style="list-style-type: none"> ▪ Bidders must provide comprehensive commitment that the bidder shall reserve at least seventy-five percent (75%) employment opportunities for Kenyan citizens for services, of which not less than twenty percent (20%) shall be reserved for Kenyan professionals at management level. 	

II COMMERCIAL EVALUATION

A. Skills, Technological Transfer and Local content

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

Objectives are anchored in delivering key growth pillars namely;

Objectives are anchored in delivering key growth pillars namely;

- i. Job Creation-Tenderers are expected to demonstrate how they shall contribute to job creation in the industry and the economy at large during the period under review
- ii. Empowerment of Youth, Women & Persons with Disabilities through sub-contracting of services and works (Economic Empowerment) and skills transfer Bidders are expected to demonstrate how the technological skills and knowledge transfer shall be achieved in the industry during the contract period. A detailed plan with the clear targets that are measurable and quantifiable that the bidder commits to achieve within the industry in particular and the economy in general shall be required. This may include but not limited to the following: -
 - Investment in setting up of assembly plants/production lines (those with already existing plants should demonstrate such linkages in the economy and projected capacities or capabilities.
 - Training – Internship, specialized training, partnership with TVETS, local garages etc
 - Bidders are encouraged to provide a plan that representative of the diversity of our nation and that targets a wider or nation network. • Support to TVET and other related institutions in the industry, both formal or informal e.g driving schools etc
- iii. Purchase of locally produced/sourced products- In order to grow the manufacturing sector, there is need for increased purchase of locally produced goods and services by both the Public and Private sectors. “The Buy Kenya - Build Kenya Strategy” is aimed giving preference for Kenyan goods and services as a means of supporting the domestic economy. This Buy Kenya - Build Kenya Strategy, therefore, provides not only a road map but also a suitable framework to stimulate Kenya’s economy by Page 34 of 205 strongly encouraging public and private sector expenditure that supports goods and services produced locally.
- iv. Development of capacity and tertiary institution levels

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

Bidder’s Disclosure(s) of Local Content and forward and back

A

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

Monitoring & Evaluation

B

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

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

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

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

Innovations and improvements

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

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

Company Experience

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

COMMERCIAL EVALUATION CRITERIA

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

			<p>Key: Year 1: 1 No. Institution Year 2: 3 No. Institutions Year 3: 5 No. Institutions Year 4: 10 No. Institutions</p> <p>Demonstrate how the firm will support driving schools and partnering with Government institutions including NTSA to create awareness in road safety and offering First Aid training</p>	1
2.	Employment and Job creation/ Empowerment through subcontracting of services and works (Economic Empowerment)	Demonstrate how the motor vehicle dealers/ manufacturers are going to transition by supporting of the local industry in ensuring that by the end of the lease period at least 40% of the materials that go into the assembly line are manufactured/produced or sourced from local industries. This may include setting up of subsidiary production lines for production of local materials to support the industry	<ul style="list-style-type: none"> ○ Provide transition plan on how the firm shall support the local industry during the leasing period to achieve at least 40% local content in the production/assembly of the vehicles offered • Submit a local content plan including materials that will go into the assembly line e.g. batteries, upholstery, tyres, windscreen, window glasses, bushes, steering rack, brake pads, springs, wiper blades, seat belts, shocks etc. Provide agreements/contracts with local producers • Commitment that 40% of the materials shall be manufactured or sourced locally • Number of subsidiary production lines to be set up for production of local materials to support the industry during the leasing period • Strategic Partnership with other Government institutions like Numerical Machine Complex may be an option. 	2
		Demonstrate how partnering with local garages shall elevate the beneficiary to the next level of upgrade/status after the Four (4) year period	<ul style="list-style-type: none"> • Provide a list of local garages approved by Chief Mechanical and Transport Engineer (CM &TE) in each county that the firm anticipates to upgrade each year per county. • Provide timelines on how the partnering local garages shall be upgraded in each year. • Provide the progressive status each local garage will achieve by 	2

			the end of the 4th year with a detailed plan of action.																															
		<p>Demonstrate the percentage of Business that will be given to the local garages in terms of;</p> <ul style="list-style-type: none"> • Labour Cost • Fabrication • Paint Works • Etc <p>The percentage of business may not necessarily be tied to the lease agreement but to the general business in the industry.</p>	<table border="1"> <thead> <tr> <th>Measure</th> <th>Requirement</th> <th>Y1</th> <th>Y2</th> <th>Y3</th> <th>Y4</th> </tr> </thead> <tbody> <tr> <td>Main garages outside Nairobi</td> <td>5</td> <td>5</td> <td>8</td> <td>10</td> <td>15</td> </tr> <tr> <td>Other service centers contracted</td> <td>7</td> <td>7</td> <td>10</td> <td>15</td> <td>20</td> </tr> <tr> <td>No. of technicians per site</td> <td>3</td> <td>5</td> <td>5</td> <td>8</td> <td>10</td> </tr> <tr> <td>Support to SME's, Youth, Women and PWD in terms of contracts awarded to them, training, etc.</td> <td>≥50% all the counties</td> <td>Specify</td> <td>Specify</td> <td>Specify</td> <td>Specify</td> </tr> </tbody> </table> <p>NB: Provide a commitment letter on the percentage of business that will be given to local garages.</p>	Measure	Requirement	Y1	Y2	Y3	Y4	Main garages outside Nairobi	5	5	8	10	15	Other service centers contracted	7	7	10	15	20	No. of technicians per site	3	5	5	8	10	Support to SME's, Youth, Women and PWD in terms of contracts awarded to them, training, etc.	≥50% all the counties	Specify	Specify	Specify	Specify	4
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		<p>Demonstrate how the firm intends to offer and support the Community through Corporate Social Responsibility (CSR). Provide the value of CSR as a percentage of the total profit the firm shall offer to the Community.</p>	<ul style="list-style-type: none"> • Provide list of projects anticipated to be covered under the Corporate Social Responsibility to benefit communities with values thereof per project. The same should target Youth, Women and Persons with Disabilities (PWDs) e.g. establishment of training academies • Provide Corporate Social Responsibility plan for the leasing period with clear timelines and attendant activities 	2																														

3.	Local Content - Purchase of locally produced/sourced products	Percentage projection of the local materials that shall be used in the production or assembly line required during the period. Proof of partnership with local industries like batteries, tyres, upholstery fasteners, brake pads etc	<table border="1"> <thead> <tr> <th data-bbox="879 168 1005 495">Years</th> <th data-bbox="1005 168 1177 495">Type of Local Materials content</th> <th data-bbox="1177 168 1337 495">% of Materials of the value of the vehicle</th> </tr> </thead> <tbody> <tr> <td data-bbox="879 495 1005 600">1</td> <td data-bbox="1005 495 1177 600"></td> <td data-bbox="1177 495 1337 600"></td> </tr> <tr> <td data-bbox="879 600 1005 705">2</td> <td data-bbox="1005 600 1177 705"></td> <td data-bbox="1177 600 1337 705"></td> </tr> <tr> <td data-bbox="879 705 1005 810">3</td> <td data-bbox="1005 705 1177 810"></td> <td data-bbox="1177 705 1337 810"></td> </tr> <tr> <td data-bbox="879 810 1005 920">4</td> <td data-bbox="1005 810 1177 920"></td> <td data-bbox="1177 810 1337 920"></td> </tr> </tbody> </table>	Years	Type of Local Materials content	% of Materials of the value of the vehicle	1			2			3			4			10
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3																			
4																			
4.	Past experience in leasing Programme	Company Experience and financial capability	<ul style="list-style-type: none"> • Provide at least Three (3) contracts of similar scope, nature and value for the past Five (5) years. Submit orders, contracts etc – 3 Marks • Provide Three (3) recommendation letters for satisfactory performance. At least One (1) reference letter must be from the Public Sector for the last Three (3) years. – 3 Marks • Average Annual Turnover: Minimum average annual turnover of Kenya Shillings One Hundred Million (Ksh. 100 million) per year within the last Three (3) years (Attach audited account for the last Three (3) years. – 2 Marks • Financial Resources: The Tenderer must demonstrate availability of liquid assets. – 2 Marks • Liquidity ratio (Current Assets / Current Liabilities). Liquidity ratio equal to 20% (2 mark) 	10															

			<ul style="list-style-type: none"> • Liquidity ratio below 20% (0 marks) 	
5.	Innovations and continuous improvements	Bidders are required to provide any other innovation/inventions, improvements of the leasing programme.	<ul style="list-style-type: none"> • Provide any other innovations/inventions, improvements of the leasing programme that may steer economic growth in the industry in particular and other sectors of the economy in all the 47 counties to support Buy Kenya Build Kenya and Vision 2030. • Solutions should be quantifiable, measurable, specific and achievable within the set timelines during the leasing period 	10
Totals				50
Cut-Off Score				30

C Technical Implementation Requirements

Clause-by-Clause Evaluation on the response to the Technical Specifications

1. The bidder is required to fill all the tables under bidder’s response or use their format to respond.
2. The bidder MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, understood and will comply, compliant etc will be considered non-responsive.
3. The bidder MUST append official company stamp and/or authorized signature on all attached technical data sheets

Vehicle Technical Specification Evaluation Per LOT

No .	Feature	Minimum Requirement	Bidders Response (Maximum score)	Cut Off - Pass
	Vehicle Technical Specifications	Compliance to the technical specifications as per detailed Manufacturer’s brochure & response to Chief Mechanical & Transport Engineer specifications attached :	N/A	N/A
		LOT 1; MTD-944-045-20 (Pick Up Double Cabin LWB, 4x4, 2400-2500cc Diesel Turbo) Compliance with Appendix VI		
		LOT 2 ; MTD-1271-046-19 (Micro Bus 4x2, 9-14 Seater, 2400-2500cc Diesel Turbo) Compliance with Appendix VII		
		LOT 3; MTD-1444-048-20 (Sport Utility Vehicle) Compliance with Appendix VIII		
		LOT 4; MTD-0927-043-19 (Saloon car 4x2, 1701-1800cc Petrol ,7 Gear Septronic) Compliance with Appendix IX		

Note to Bidders - Scoring per LOT to apply.

PART A: Clause by Clause Responsiveness

Bidders are required to indicate against the bidder's response requirement "UNDERSTOOD AND WILL COMPLY" or "UNDERSTOOD AND WILL NOT COMPLY")

No.	Feature	Minimum Requirement	Bidders Response	Pass/Fail
1	Concessions			
	Obligation of the lessor	The successful Bidders/Lessors under this tender undertake that Procuring Entity under lease contracts and agreements entered into subject to this tender will grant to successful Bidders/Lessors a Grant of Lease Concession and Right of Access to Lease Assets throughout the Lease Term to supply, repair, Service and maintain vehicles supplied under leasing subject to all SPECIAL CONDITIONS OF CONTRACT (SCC) agreed at the inception of the leases including in respect of security and or special access restrictions imposed by the Procuring Entity and or the User Entity on security, operational, legal and regulatory reasons. [Understood and will comply /Understood and will not comply]		
	Obligation of the lessee	The successful Bidders/Lessors under this tender undertake to accept the Grant Of Lease Concession and Right of Access to Leased Assets throughout the Lease Term to supply, repair, service and maintain vehicles supplied under leasing; and to adhere to and comply in all material respects with all SPECIAL CONDITIONS OF CONTRACT (SCC) agreed at the inception of the leases, particularly in respect of security and special access restrictions Imposed by the Procuring Entity and or the User Entity for security, operational, legal and regulatory reasons. [Understood and will comply /Understood and will not comply]		
2	Scope of Master Lease agreement	Bidders undertake to accept that the Master lease Agreement, and all schedules entered into thereto, shall cover all the leased vehicles referred to in the schedule attached to the Master Lease Agreement signed by the Parties to the Master Lease Agreement [Understood and will comply /Understood and will not comply]		
3	Eligible users	The successful Bidders/Lessors that Kenya Revenue Authority shall appoint Eligible Users , including but not limited to directors, senior officers, staff including seconded public servants and drivers; for provision of, and assignment to, leased vehicles for use in the ordinary course of discharging their official duties under the same terms, conditions and		

		restrictions that would apply to vehicles owned by Government [Understood and will comply /Understood and will not comply] .		
4	Warranties by the lessor company	Bidders should state all warranties to be provided on vehicles, services and maintenance, insurance, whether directly or from the manufacturers [Understood and will comply /Understood and will not comply] .		
New Vehicles				
6	Vehicle Orders	The successful Bidders/Lessors under this tender undertake that Client – Kenya Revenue Authority reserves the right to determine the numbers of vehicles that shall be ordered under any LOT and or Item(s) without reference to any minimum, but will be guided by the policy and considerations of economic, financial and operation aspects, economies of scale, volume advantages and discounts and policy considerations set out in this TENDER [Understood and will comply /Understood and will not comply]		
	Initial conditions	All vehicles, makes and models offered and supplied under this tender shall be New Vehicles and the Latest Models specified by the Manufacturer(s) for the Kenya’s market, or the latest makes/ models available that conform to the features, specifications and modifications specified by the Manufacturer(s) for the Kenya’s market, as the case may be and the same to be certified by the Chief Mechanical & Transport engineer [Understood and will comply /Understood and will not comply]		
	Accessories and Specification of Accessories	a) Bidders shall endeavor to adhere strictly to the Schedule of Vehicles Specifications and Requirements and deliver at all times the standard vehicle recommended by the Manufacturer (with minimal customization, features and modifications), provided this shall not prevent approved users from specifying and fitting accessories, special bodies/cabins, and special operational, communications and security equipment and gadgets [Understood and will comply /Understood and will not comply]		

		b) Accessories, special bodies/cabins, and special operational, communications and security equipment and gadgets required by the Procuring Entity and Approved Users, WHERE OPTIONAL, shall be fitted by lessor upon obtaining specific approval and authorization by the Procuring Entity for the fitting of specified items above as agreed with successful Bidders. The bidder will also be required to ensure that the vehicle is in its factory original form after the lease period [Understood and will comply /Understood and will not comply]		
		c) The successful Bidders/Lessors undertake that Kenya Revenue Authority, in consultation with the Lessor, shall be entitled to the right to remove, transfer, upgrade, immobilize, and or dispose of any special fittings accessories, special bodies/cabins, and special operational, communication and security equipment and gadgets which would otherwise not primarily form part of the standard vehicle provided and are not normally provided as part of the vehicle; at any time including at the end of the lease, without in any way invalidating any Dealers/Manufacturers warranties and guarantees applicable [Understood and will comply /Understood and will not comply]		
	Replacement vehicles within agreement	Bidders will be required to replace, within targets agreed in Lease Vehicle Service Level Agreements , leased that become unavailable for reasons of scheduled and unscheduled service and maintenance; accidents, theft and vandalism, or other valid operational reasons including mechanical breakdown, with equivalent or new vehicles. Nothing shall preclude Bidders offering appropriate vehicles on hire/ rental as replacements for leased vehicles over the duration of such downtime by prior arrangements with the Procuring Entity [Understood and will comply /Understood and will not comply]	N/A	N/A
		a) The bidders undertake that they will be required to replace leased vehicle with an equivalent stand-in vehicle if for any reason the leased vehicle cannot be released within forty-eight hours (48hrs) of receiving it at the bidder's garage for minor service [Understood and will comply /Understood and will not comply]		
		b) The bidder will also be required to replace leased vehicle with an equivalent stand-in vehicle within three days of receiving the leased vehicle at the bidder's garage for major repairs or in case of accidents; theft, fire, vandalism, or other valid operational reasons that makes the vehicle unavailable for a given period of time [Understood and will comply /Understood and will not comply]		

		c) In case the leased vehicle is written-off at any time during the lease period, the bidder will be required to replace the written-off vehicle with an equivalent vehicle (inclusive of branding, fittings, equipment and accessories) within thirty days from the date the vehicle is declared written-off [Understood and will comply /Understood and will not comply]		
	Vehicle variations	It is undertaken that Bidders may substitute for approved vehicles specifications and requirements, vehicles of equivalent or higher specifications from the same manufacturer/ vehicle Dealer where these become available at any time after contract award and before the commencement date, subject to Pricing and the Schedule of Services, Repairs and Maintenance remaining unchanged [Understood and will comply /Understood and will not comply]		
7	Return of Leased vehicles at end of agreement	Bidders will be responsible for collecting and taking delivery of leased vehicles on expiry of the lease term, and shall be required to commence arrangements to do so in consultation with the Procuring Entity, and to give appropriate notice of the Termination Date of the lease not less than ninety (90) days prior to the expiry of the lease term at no cost. This notification should be applied for every vehicle, LOT or grouping leased [Understood and will comply /Understood and will not comply]		
8	Resale of Leased vehicles at end of term	Bidders will be entitled to sell, lease or dispose of leased vehicles on expiry of the lease periods, subject to the Procuring Entity waiving or exercising the option to renew the lease for such period(s) as may be agreed under Secondary Lease term, and upon terms and conditions broadly similar to the lease contract. Where the Procuring Entity do not exercise the option of renewal/extension of the lease, Bidders undertake to give priority in the sale of leased vehicles to the Approved and Eligible Users and staff of the Procuring Entity , after expiry of the lease term at market rates or at special prices determined by reference to the Residual Values built into the lease, whichever is lower [Understood and will comply /Understood and will not comply]		
9	Insurance	a) Bidders shall insure all leased Vehicles against All Risks on a Comprehensive Motor /Commercial Policy Without Excess Or Restriction, at all times for the full duration of the lease terms, for an amount equal to its Full Replacement Value; with such Comprehensive Motor /Commercial Policy including cover against fire, damage, theft and accident [Understood and will comply /Understood and will not comply]		

		b) Bidders shall insure leased vehicles with Reputable Insurer(S) approved by the Regulator (IAK) and shall provide proof, to the satisfaction of the Procuring Entity prior to delivery of leased vehicles, that adequate insurance has been obtained in accordance with the above provisions [Understood and will comply /Understood and will not comply]		
		c) Bidders shall take all steps necessary to maintain the Insurance Policies in full force and effect and neither the Procuring Entity or Bidders/Lessors shall do anything whereby such insurance policies may be voided or vitiated, in whole or in part [Understood and will comply /Understood and will not comply]		
		d) Bidders shall pay insurance premiums, excess and administrative costs relating to insurance of leased vehicles, whether incurred directly or indirectly by Bidders and or their insurers, and shall provide proof that all excess, premiums and duties have been paid, and or furnish the Procuring Entity with copies of such Insurance Policies for all leased vehicles [Understood and will comply /Understood and will not comply]		
	Total Loss	In the event of the occurrence of a Total Loss of a Vehicle, the lessor shall deliver an equivalent Replacement Vehicle for the remainder of the lease term commencing on the day following the day of occurrence of the Total Loss [Understood and will comply /Understood and will not comply]		
	Notifications under insurance policies(including loss, damages or accidents)	The client shall notify the Bidder/Lessor of any damage to, accident or theft involving any leased vehicle within periods specified in the Insurance Policies, including reporting any reportable incidents and accidents to the police as required by law and obtaining all relevant abstracts required by the Insurer [Understood and will comply /Understood and will not comply]		
10	Risk and Excess usage			
		a) During the term of this agreement, the Lessee will be responsible for any loss, damage, destruction, theft of or, to the vehicle, if it is established that such loss, damage, destruction, theft, of to the vehicle was a rest of Lessee's negligence [Understood and will comply /Understood and will not comply]		
		b) The Bidders hereby agree that they shall Not demand or recover from the Lessee any costs incurred in connection with the repair or maintenance of the vehicles, either during the term of the agreement or thereafter to reinstate it to its original condition as all cost related to out of contract charges will be borne		

		by the Lessor [Understood and will comply /Understood and will not comply]		
		c) If the Lessee exceeds the Cumulative Maximum Kilometers as set out in the Rental Addendum, the Lessee shall reimburse the Lessor for such kilometers usage at the excess charge rate per kilometer as stated in the Rental Addendum [Understood and will comply /Understood and will not comply]		
11	Vehicle identification & Markings			
		a) Bidders agree that leased vehicles shall bear markings and colors determined by the Procuring Entity, including “Parastatal” number plates, Civilian number plates for “Unmarked” cars, official Logos and Specific Colors chosen by the client and that they shall remove them at their (bidders) own cost at the end of the lease period [Understood and will comply /Understood and will not comply]		
		b) The Procuring Entity will acknowledge to Bidders that the markings and colors as indicated above shall not invalidate the legal ownership of leased vehicles by Bidders/ Lessors [Understood and will comply /Understood and will not comply]		
12	Licenses, Permits & inspections			
		Permits, licenses and all legal requirements and inspections required by law, including approvals by relevant authorities shall be the responsibility of Bidders/ Lessors at their cost [Understood and will comply /Understood and will not comply]		
13	Acquisition of additional vehicles under similar terms and conditions	The client requires that if throughout the proposed leasing contract(s), the entities wish to lease additional vehicles for any departments and locations within the country, then the Procuring Entity would be permitted to do so without having to negotiate new contracts and rewrite the Master Lease agreements [Understood and will comply /Understood and will not comply]		
14	Lease Terms			
		The Client - Kenya Revenue Authority reserves the right to determine the LEASE TERM(s), for any individual vehicle or in aggregate for a LOT, based on the responses and submissions received, subject to an initial Primary Lease Term of 4 years as a minimum [Understood and will comply /Understood and will not comply]		
15	Computation and disclosure of lease costs and pricing per kilometers	a) Prices must remain valid and in effect for the Standard Primary Lease Term which shall be 4 years and a maximum of 120,000 kilometers per vehicle, cumulatively calculated for all vehicles in the LOT category, or such other period and Mileage as may be specified in the Master Lease		

		Agreement [Understood and will comply /Understood and will not comply]		
		b) Bidders undertake to schedule and disclose, as prescribed in the Lease pricing schedule, all elements of the lease service bundles costed in Kenya shillings as well as an indication of the cost per kilometer based on a period of 4 years, or a maximum of 120,000 km, or such other period and Mileage as may be specified in the Master lease Agreement. Bidders undertake to carry out an accurately and diligently the computation of the applicable cost per kilometer side by side with the other leasing cost elements disclosed in the lease pricing schedule Computation and disclosure of lease costs and pricing per kilometers [Understood and will comply /Understood and will not comply]		
		c) Bidder/Lessor agrees, for purposes of mileage calculation, usage determination, and determination of Excess Kilometers, where applicable, to use the total LOT mileage of the leased fleet awarded to the Successful bidder(s), that is on the portfolio basis by vehicle type/model or in aggregate; and or to average mileage over the total number of vehicles in the leased fleet on an annual basis, or any sub- group thereof by type, area or Approved Users [Understood and will comply /Understood and will not comply]		
16	SERVICE,REPAIRS AND MAINTENANCE			
	Service, repairs and maintenance during lease period	1) Bidders undertake to repair promptly Leased Vehicles by the approved Manufacturers/ Dealers/ Appointed Service Agents agreed under the leasing contracts at the service of leased vehicles OPTIONS [Understood and will comply /Understood and will not comply]		
		2) Bidders shall provide all required Manuals (Owners and operating) necessary to operating leased vehicles and equipment. The manuals shall be in ENGLISH [Understood and will comply /Understood and will not comply]		
		3) Bidders shall provide at their own cost, at the request of Procuring Entity/Approved Users appropriate training including driver training, user training and remedial training, where required to ensure optimal and effective use, cares and services of leased vehicles/equipment[Understood and will comply /Understood and will not comply]		
		4) Bidders shall keep full, complete and accurate records of maintenance and service of leased vehicles and equipment; and such records and reports derived thereon, which collectively shall form a Full Service History; shall be submitted quarterly and on request to the Client for		

		monitoring [Understood and will comply /Understood and will not comply]		
		5) The Client may in consultation with the Bidder carry out unscheduled maintenance and out of schedule repairs of the leased vehicles. However the maintenance and repairs shall not result to any change in cost [Understood and will comply /Understood and will not comply]		
		6) Bidders shall offer, and disclose separately and in sufficient detail in the lease pricing schedule, the charges or pricing for servicing, maintenance and repairs of leased vehicles, for consideration by the Procuring Entity which retains the right to select the service [Understood and will comply /Understood and will not comply]		
17	Maintenance and Service and Pricing (to be built into the lease)	a)The Bidders agree that the Maintenance and Service prices shall be built into the lease as per the Service and Maintenance Agreement, Services Schedule and Vehicle warranty provisions [Understood and will comply /Understood and will not comply]		
		b)Unscheduled Maintenance carried out upon the requests of approved Users and or eligible users: Bidders should specify basis of pricing unscheduled maintenance (service, parts and labour), and whether charged at standard prices, discounted pricing, or special discounts based on (for example) volume basis, or discount ratio (Leased vehicle Bases Price to Government / Retail or Rack Rate [Understood and will comply /Understood and will not comply])		
		Bidders undertake to carry out Out-Of Schedule Repairs (Minor to Major Repairs including Accident Repairs) as required or necessary; and to conduct other minor to major works carried out upon the requests of Procuring Entity/ User Entity/Approved Users to restore Leased Vehicles to optimum operating conditions; Bidders should specify the basis of pricing out of scheduled maintenance (Minor to Major Repairs including Accident Repairs) specifying Repair And Maintenance Fees Calculations that will be the basis of charging service, parts and labour; including at standard, discounted or special pricing based on (for example) volume, or discount ratios (Leased vehicle Base Price to Government / Rack Rate) [Understood and will comply /Understood and will not comply]		
18	Repair and Maintenance Facilities (Services Locations)			

		Bidder shall provide details in respect of service, repairs and maintenance of leased vehicles: a) Facilities and workshops, indicating whether owned directly, indirectly or through Associates and Affiliates (within the meaning of the Companies Act Cap 486); shared with third parties; or subcontracted to third parties, agents and independent entities [Understood and will comply /Understood and will not comply]		
		b) Provide Locations of facilities/workshops, giving full name(s), addresses, locations and details of designated contacts. Data to conform to KRA Service Centres – Appendix V. [Understood and will comply /Understood and will not comply]		
		C) Provide/share the Key Service and maintenance managers, supervisors and service personnel giving brief statements of qualifications and trainings undertaken by their staff [Understood and will comply /Understood and will not comply]		
		d) Indicate Vehicle service and maintenance capabilities, including diagnostics computers and equipment, body shop, paint shop [Understood and will comply /Understood and will not comply]		
		e) Bidders should indicate ability and willingness to provide dedicated service and maintenance facilities, personnel, equipment, spares and parts inventory given the anticipated scale of the services and maintenance requirements under the proposed vehicle leasing contracts, if required, and likely investment requirements [Understood and will comply /Understood and will not comply]		
19	Standard of Services and Maintenance Performance	a) Bidders undertake that all service, maintenance and repair work carried under the leasing contracts at their premises, by their agents and servants, or under their orders or control by appointed agents and authorized third parties, shall be of the highest standard of workmanship and professionalism [Understood and will comply /Understood and will not comply]		
20	Rights and inspections			
		a) The Procuring Entity or its Authorized Agent(s), including the Government Representative and Approved Users, reserves the right to inspect Bidder’s premises, including service and maintenance facilities, at any time without prior notice of the visit [Understood and will comply /Understood and will not comply]		
		b) Bidder shall permit the Procuring Entity, its Authorized Agent(s), the Government Representative and/or Approved Users to inspect any and all work actually carried out by the Bidder and shall not in any way prevent and		

		/ or obstruct the aforesaid from doing so [Understood and will comply /Understood and will not comply]		
		c) All complaints on leased vehicles shall be raised in writing with the Bidder within 3 days of the leased vehicles leaving Bidders service premises. Bidders shall make reasonable efforts to address the complaints [Understood and will comply /Understood and will not comply]		
		d)Bidders shall notify Procuring Entity promptly of cases where complaints arise from, or can be reasonably traced to, misuse, abuse and or neglect of the leased vehicles by Procuring Entity / Approved Users or eligible users assigned to operate the leased vehicles [Understood and will comply /Understood and will not comply]		
21	Compliance with Regulation			
		a) Bidders shall ensure that no work is carried out in any way contrary to any Government or Environmental Regulations, including modifications of vehicles that contradict the same [Understood and will comply /Understood and will not comply]		
		b) Bidders undertake to ensure adherence to all relevant licensing, labor and environmental regulations in its service premises [Yes/No		
22	Service and Maintenance Under Exceptional Circumstances			
		a) In exceptional or emergency cases Bidder shall authorize the Procuring Entity or Eligible Users duly authorized to operate and manage the vehicle at the time of occurrence of the exceptional circumstances, to undertake repairs or maintenance of the leased vehicles and to indemnify the Procuring Entity for any liability that may arise or occur [Understood and will comply /Understood and will not comply]		
		b) Except as provided under the Exceptional Circumstances Clause (above), or with the express written approval of the Bidder, the Procuring Entity shall not be indemnify by the Bidder of all liability that may arise from repairs or maintenance carried out by the Procuring Entity/, Approved Users or Eligible Users [Understood and will comply /Understood and will not comply]		
23	Fleet Management			

		<p>Fleet management System shall be integral part of the lease agreement . The Procuring Entity shall give the specifications of the Fleet Management System requirements to the bidders (Schedule J: Schedule for fleet Management System). The fleet management services shall include: as a minimum, equipment, tools, gadgets and systems, including fleet management information systems, for measuring, monitoring, controlling and/or reporting including:</p> <ul style="list-style-type: none"> a) Driver identification and Driving characteristics (logging, monitoring, controlling and reporting e.g. harsh braking, excessive acceleration, etc.) b) Vehicle Usage, mileage and fuel measurement(s) c) Fuel management d) Accident investigation e) Be able to show the exact location of the vehicle at any given time in comparison with the intended route. f) Highlight when the vehicle goes out of the set bench marks (geo-fencing) e.g. over speeding, excessive stoppage times, idling periods, overtime driving hours, pre-accident reports etc. g) Allow Geo-fencing by time/days/location/region/cities and send alerts and record times when the vehicle goes in and out of geo-fenced area/time/day. h) Capture mileage at any given point and time including historical offline data remit. l) Have a remote immobilization module which can be applied at a control room. j) Be able to serve as a security/anti-theft system approved by insurance companies. k) When intervention due to the driver/vehicle activity is required, the system should enable communication to the driver. l) Should be transferable from boarded or written-of vehicles to new units. m) Be able to interface with other KRA systems currently in place. This includes SAP ERP, ECTS and any other system as may be required. <p>The bidders will train at least forty (40) users Administrators and general users. [Understood and will comply /Understood and will not comply]</p>		
--	--	---	--	--

OVERALL TENDER EVALUATION CRITERIA

The overall tender evaluation criteria is as follows; -

Criteria	Maximum Score/ Requirement	Cut-off Score
Tender Responsiveness	Mandatory	All
Commercial Evaluation	50	30
Technical Evaluation	Pass	Pass
Financial Evaluation	The award shall be awarded to the tender with the lowest evaluated price;	
Site Visit / Due diligence	KRA will conduct site visits to any or all of the provided reference sites. The bidder will be required to facilitate/organize the visit to any such chosen site(s) forming substantive responsiveness	

SECTION VII- FINANCIAL SCHEDULES

Award Criteria: The Bidder with the highest combined Technical and Financial scores

While bidders can bid for all LOTS, no single firm shall be awarded more than One (1 No.) Item in the following **LOTS**. If only Two (2 No.) bidders are responsive in a lot with three items, the bidder with the highest technical and financial scores will be considered for Two (2 No) Items.

- 1. Lot 1 Pick Up Double Cabin LWB, 4x4, 2400- 2500cc Diesel Turbo**
- 2. Lot 2 Micro Bus 4x2, 9-14 Seater, 2400-2500cc Diesel Turbo**
- 3. Lot 3 Sport Utility Vehicle**
- 4. Lot 4Saloon car 4x2, 1701-1800cc Petrol 7 Gear Septronic**

Award Criteria: Award will be on LOT basis

PRICE SCHEDULE

S/No.		Lot 1	Lot 2	Lot3	Lot 4
1	Make/Type	Pick Up Double Cabin LWB, 4x4, 2400-2500cc Diesel Turbo	Micro Bus 4x2, 9-14 Seater, 2400-2500cc Diesel Turbo	Sport Utility Vehicle	Saloon car 4x2, 1701-1800cc Petrol 7 Gear Septronic
2	Item Description: Vehicles Specs Equivalent to these;-	Specification from CM&TE attached: MTD-944-045-20	Specification from CM&TE attached: MTD-1271-046-19	Specification from CM&TE attached: MTD-1444-048-20	Specification from CM&TE attached: MTD-0927-043-19
3	Quantity (Projected Quantities)	100	20	12	12
4	Bid Price per Quarter year (Ksh)				
5	Total Cost Per LOT for 4 Years (Ksh)				
6	Excess Mileage computation (Km): (120,000x i) =xxx,xxx km at the end of the lease period. Mileage in excess of the xxx,xxx km (CUMULATIVE MAXIMUM KILOMETRES as set out in the Rental Addendum) will be charged at the rate of Kshs ___(specify) per Km. 120,000km being the maximum mileage for the entire lease period per unit vehicle.	Excess Mileage: (120,000x18) =2,160,000 km at the end of the lease period. Mileage in excess of the 2,160,000 km (CUMULATIVE MAXIMUM KILOMETRES as set out in the Rental Addendum) will be charged at the rate of Kshs ___(specify) per Km. 120,000km being the maximum mileage for the entire lease period per unit vehicle.	Excess Mileage: (120,000x 10) =1,200,000 km at the end of the lease period. Mileage in excess of the 1,200,000 km (CUMULATIVE MAXIMUM KILOMETRES as set out in the Rental Addendum) will be charged at the rate of Kshs ___(specify) per Km. 120,000km being the maximum mileage for the entire lease period per unit vehicle.	Excess Mileage: (120,000x 8) =960,000 km at the end of the lease period. Mileage in excess of the 960,000 km (CUMULATIVE MAXIMUM KILOMETRES as set out in the Rental Addendum) will be charged at the rate of Kshs ___(specify) per Km. 120,000km being the maximum mileage for the entire lease period per unit vehicle.	Excess Mileage: (120,000x 4) =480,000 km at the end of the lease period. Mileage in excess of the 480,000 km (CUMULATIVE MAXIMUM KILOMETRES as set out in the Rental Addendum) will be charged at the rate of Kshs ___(specify) per Km. 120,000km being the maximum mileage for the entire lease period per unit vehicle.
7	Residue value (amount) Kshs				
8	Residue value (%)				
Grand Total per lot to be moved to form of Tender					

<i>Cumulative Maximum Kilometres - shall have the meaning as defined in item 15(c) Clause by Clause response:</i>	“Where applicable, to use the total LOT mileage of the leased fleet awarded to the Successful bidder(s), that is on the portfolio basis by vehicle type/model or in aggregate; and or to average mileage over the total number of vehicles in the leased fleet on an annual basis, or any sub- group thereof by type, area or Approved Users” .
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Schedule B : Lease Rental Per LOT

Bidder(s) agree to enter into **SERVICE LEVEL AGREEMENT(s) (SLAs)** with Procuring 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 C: 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 D: Manufacturer's Warranty Schedule

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

Schedule E: 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 F: Vehicle Serviceable

Serviceable Conditions

Inspection: The Chief Mechanical and Transport Engineer or his representative may on request by the Procuring 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.

Schedule G : Schedule For fleet Management System.

It is envisaged that this Fleet Management System will integrate with the Client existing systems as in detailed below and provide single window for the client fleet.

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

1. *Form of Tender-* The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. *Confidential Business Questionnaire Form -*This form must be completed by the tenderer and submitted with the tender documents.
3. *Tender Security Form-*When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. *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.
5. *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.
6. *Bank Guarantee for Advance Payment Form-*When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. *Manufacturers 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 manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

Date _____

Tender No. _____

To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100 NAIROBI.

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 Lease of Motor Vehicles in conformity with the said tender documents for

- i. **Lot 1- Lease of Motor Vehicles (MTD-944-045-20** (Pick Up Double Cabin LWB, 4x4, 2400- 2500cc Diesel Turbo) **for four years 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.
- ii. **Lot 2- Lease of Motor Vehicles MTD-1271-046-19** (Micro Bus 4x2, 9-14 Seater, 2400-2500cc Diesel Turbo) **for FOUR (4) years 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.
- iii. **Lot 3 - Lease of Motor Vehicles MTD-1444-048-20** (Sport Utility Vehicle) **FOUR (4) years the sum of** (total tender amount in words and figures) or such other sums as may be ascertained in accordance
- iv. **Lot 4 - Lease of Motor Vehicles MTD-0927-043-19** (Saloon car 4x2, 1701-1800cc Petrol ,7 Gear Septronic) **FOUR (4) years the sum of** (total tender amount in words and figures) or such other sums as may be ascertained in accordance

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 **335 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 you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

You are advised that it is a serious offence to give false information on this form.

Part 1 – General																					
1.1	Business Name.....																				
1.2	Location of Business Premises.....																				
1.3	Plot No..... Street/Road Postal Address..... Tel No..... Fax..... Email.....																				
1.4	Nature of Business.....																				
1.5	Registration Certificate No.....																				
1.6	Maximum Value of Business which you can handle at any one time – KSHS.....																				
1.7	Name of your Bankers Branch																				
Part 2 (a) – Sole Proprietor																					
2a.1	Your Name in Full..... Age																				
2a.2	Nationality Country of Origin Citizenship Details.....																				
Part 2 (b) Partnership																					
2b.1	Given details of Partners as follows:																				
2b.2	<table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Nationality</u></th> <th><u>Citizenship Details</u></th> <th><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td>1.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>	1.....				2.....				3.....				4.....			
<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>																		
1.....																					
2.....																					
3.....																					
4.....																					
Part 2 (c) – Registered Company																					
2c.1	Private or Public																				
2c.2	State the Nominal and Issued Capital of Company- Nominal KSHS.																				

Issued KSHS.

2c.3 Given details of all Directors as follows

<u>Name</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....			
2.....			
3.....			
4.....			
5.....			

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____

3.2 If answer in '3.1' is **YES** give the relationship.

.....
.....
.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____

3.4 If answer in '3.3' above is **YES** give details.

.....
.....
.....
.....
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____

3.6 If answer in '3.5' above is **YES** give details.

.....
.....
.....
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices? YES _____ No _____

3.8 If answer in '3.7' above is **YES** give details:

.....
.....
.....
.....
.....
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes
_____No_____

3.10 If answer in '3.9' above is **YES** give details

.....
.....
.....
.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date..... Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of KRA](hereinafter called “the Bank”)are bound unto.....

[name of KRA](hereinafter called “the KRA”) in the sum of

for which payment well and truly to be made to the said KRA, 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 KRA 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 KRA up to the above amount upon receipt of its first written demand, without the KRA having to substantiate its demand, provided that in its demand the KRA 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 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]

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

<p>THIS AGREEMENT made the between Kenya Revenue Authority of Kenya [country of KRA] (hereinafter called “the Procuring entity”) of the one part and [name of Tenderer] of P.O Box[city and country of Tenderer](hereinafter called “the Tenderer”) of the other part.</p>
<p>WHEREAS the procuring entity invited tenders for Tender No. KRA/HQS/NCB-025/2020 - 2021 Lease of Motor Vehicles FOUR (4) years and has accepted a tender by the Tenderer Lease of Motor Vehicles FOUR (4) years in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).</p>
<p>NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:</p>
<p>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.</p>
<p>2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:</p>
<ul style="list-style-type: none">(a) the Tender Form and the Price Schedule submitted by the Tenderer;(b) the Schedule of Requirements;(c) the Technical Specifications;(d) the General Conditions of Contract;(e) the Special Conditions of Contract; and(f) the Procuring entity’s Notification of Award.
<p>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 services and to remedy defects therein in conformity in all respects with the provisions of the Contract</p>

4. The Procuring entity hereby covenants to pay the Tenderer in consideration of the provision of the materials and spares 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 Commissioner General (for the **Kenya Revenue Authority as Procuring entity**)

Signed, sealed, delivered by _____ the Managing Director
(.....for the Tenderer)

in the presence of _____.

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

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*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, *[name and address of tenderer]*(hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institutions]*, as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until *[Date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To Kenya Revenue Authority

WHEREAS [*name of the manufacturer*] who are established and reputable manufacturers of [*name and/or description of the goods*] having factories at [*address of factory*] do hereby authorize [*name and address of Agent*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [*reference of the Tender*] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[*signature for and on behalf of manufacturer*]

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

8.8 LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority
P.O Box 48240 – 00100,
Nairobi.**

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this Letter of Notification of Award.

**Deputy Commissioner - Supply Chain Management,
Haile Selassie Avenue, Times Tower Building, 25th Floor
Telephone: +254-020-2817022
Email: dc.scm@kra.go.ke**

FOR: Commissioner General



Appendix (I)
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 **Kenya Revenue Authority** of P.O Box 48240-00100, Nairobi (hereinafter referred to as “the **Lessee** “which expression shall where the context so admits include its successors and assigns) of the second part.

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 the Master Operating Lease and the provisions of the Rental Addendum.

1. Term of Lease

In respect of each Rental Addendum the Term shall commence on the Commencement Date and shall continue for Four (4No) years as 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.

(a) Any payments under this Agreement and the Rental Addendum shall not be made for vehicles covering over **50 kilometers** from KRA Station for servicing and repairs. Such mileages shall be borne by the Lessor and shall be deducted from the required 120,000 Kms before any payments are effected.

(b) That all the invoices submitted for payments shall be verified and confirmed by the respective users before any payments are effected.

2. Delivery and Inspection

The Lessee shall at its own cost obtain, inspect 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.

- (i). The Government Chief Mechanical and Transport Engineer (CMTE) or his representative(s) authorized in writing shall conduct an inspection of the delivered vehicles against the specific technical specifications issued in this tender for compliance and issue a report before the lessee accepts delivery of the vehicles
- (ii). An inspection and acceptance committee from the procuring entity shall inspect and issue a certificate before delivery note is signed against any vehicle inspected and approved by the CMTE or his representative(s) in (i) above

3. 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.

4. 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 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;
- (c) 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;
- (d) 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;

5. The lessors obligations

- a) To grant the Lessee exclusive use and possession of the motor vehicle during the duration of this agreement, save as is provided for by the agreement;

- b) To grant the Lessee quiet possession of the motor vehicle;
- c) To keep the motor vehicle comprehensively insured with a reputable insurance company throughout the duration of this agreement;
- d) To be responsible for the full maintenance of the vehicle
- e) To provide the Lessee with another vehicle for temporary use within Twenty four (24No) hours while servicing or repairing the vehicle or in case of accidents; theft, fire, vandalism, or other valid operational reasons that makes the vehicle unavailable for a given period of time;
- f) To provide the Lessee with photostat copy of the registration book of the motor vehicle;

6. 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 Full Maintenance Lease and the Lessor or its service providers will provide the service 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.
- (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. In case of a major breakdown, the Lessor shall at its own cost, tow the vehicle to the appointed agents for 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.

7. Insurance

- (a) The Lessor shall 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 Lessor.

8. Total Loss

In occasions that may lead to total loss of a vehicle, the lessor shall provide a relief car within 24 hrs and until such a date of determination of such loss by the insurer. The lessor shall thereafter provide replacement vehicles within 24 hours of such determination.

9. Assignment

The Lessee has the right to assign or delegate the Lessee's rights or obligations under this Agreement to any other Government Agency or any document entered into with or pursuant to this Agreement without the Lessor's prior written consent.

10. Risk and Excess Usage

(a) During the term of this agreement, the Lessee will be responsible for any loss, damage, destruction, theft of or to the Vehicles, if it is established that such loss, damage, destruction, theft, of to the vehicles was as a result of the Lessee's negligence.

(b) The Lessee and Lessor hereby agree that the Lessor shall NOT demand or recover from the Lessee any costs incurred in connection with the repair or maintenance of the Vehicles, either during the term of the agreement or thereafter to reinstate it to its original condition as all cost related to out of contract charges will be borne by the Lessor.

(c) If the Lessee exceeds the **CUMULATIVE MAXIMUM KILOMETRES** as set out in the Rental Addendum, the Lessee shall reimburse the Lessor for such excess kilometer usage at the excess charge rate per kilometer as stated in the Rental Addendum, provided that if at any time the odometer fails to function then the kilometer rating shall be calculated on the basis of the daily average of the kilometers travelled by the Vehicle in respect of the period between the two previous servicing of the Vehicle and the work ticket. The excess kilometer charge shall be payable forthwith at the end of lease period 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.

APPENDIX II: RETURN CONDITIONS FOR MASTER OPERATING RENTAL AGREEMENT

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

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 vehicle shall be returned on an 'as is, where is' basis, as has been maintained by the lessor over the lease period.

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 Lessor's cost.

6. Modification

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

7. Documentation

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

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
KENYA REVENUE AUTHORITY P.O. Box
48240 - 00100
Nairobi

Signed _____
Name and title of signatory duly authorized

APPENDIX III - SERVICE AND MAINTENANCE AGREEMENT

THIS SERVICE AND MAINTENANCE AGREEMENT (this “**Agreement**”) is made on the between _____ (**the leasing company**) a limited liability company, (hereinafter referred to as the “**Lessor**” which expression shall where the context so admits include its successors and assigns), and _____ of P.O Box _____ (hereinafter referred to as the “**Lessee**” which expression shall where the context so admits include its successors and assigns).

RECITALS

- (A) The Lessor has leased to the Lessee the Vehicles (hereinafter defined).
- (B) The Lessor and the Lessee have agreed to enter into an Operating Lease agreement that is dated on or about the date of this Agreement (the “**Master Operating Lease Agreement**”) with respect to the Vehicles.
- (C) Under the Master Operating Lease Agreement, the Lessee is required to have the Vehicles maintained by the Service Provider and to return the Vehicles in accordance with the Return Conditions stipulated therein to the Lessor or the Lessor’s authorized agents, as indicated in the Rental Addendum.
- (D) The lessee has agreed to provide the repair and maintenance services, to the Vehicles subject to the terms and conditions of this Agreement. The details of the repair and maintenance services to be provided by the Service Provider are described in **Appendix III** of this Agreement.
- (E) **Appendix I** and **Appendix II** should be read with this agreement as they form an integral part of it and all terms and conditions of the above-mentioned Appendices form part of this Agreement.

APPENDIX IV - SERVICES

This Schedule has two sections, the first the routine service process and the second the wearing parts repairs process. The Services to be provided are in respect of an individual Vehicle and not on a collective basis.

1) Routine Service Process

a) Types and intervals of Service

The service component is the implementation of type Minor, Intermediate, and Major services with service occurring at 5,000 kms interval OR any other higher mileage recommended by the Vehicle Manufacturer up to the agreed distance as per the Rental Addendum.

The schedule of work for each service is outlined in the Vehicle's Service Book with an 'Minor' service recurring every 5,000 kms OR as per manufacturer's recommendation as in 'a' above; beginning at 5,000 kms and the 'Intermediate' service recurring at every 20,000 kms intervals beginning at 20,000 kms and 'Major' service recurring after every 40,000 kms.

b) Preventive Maintenance Service

i) A - Service

- Drain and refill engine oil
- Replace oil filter
- Check and clean air cleaner element
- Check gearbox oil and top up if necessary
- Check battery level and specific gravity – top up if necessary
- Clean battery terminals
- Check and adjust tyre pressures including spare tyre
- Check operation of headlights, parking lights, indicators, hazards and all lights
- Check operations of power windows, side mirrors and central locking
- Check operation of blower fan, air conditioning, audio
- Check operation of instrument cluster and cigarette lighter
- Check operation of all windows, door locks and lubricate
- Check operation of all wipers, windscreen washer and horn
- Fill windscreen washer bottle
- Check coolant level, radiators hoses condition and V belts
- Check operation of all seats slides and adjusters
- Check condition of brakes
- Check conditions of tyres
- Check condition of shock absorbers
- Check idling rpm and adjust as necessary

- Defect report
- Road Test
- Clean Vehicle(Includes Engine Wash)

ii) B – Service (A Service +)

- Replace fuel filter
- Replace spark plugs
- Replace air cleaner element
- Drain and refill gear box and differential oils
- Inspect for oil and brake fluid leaks
- Check steering and CV dust covers for damage or leaks
- Check all brake including removal of drums disc pads
- Clean brake linings and disc pads
- Adjust all brakes
- Check and top—up steering fluid if necessary
- Inspect wheel bearing, grease and adjust if necessary
- Check and adjust wheel alignment
- Check and adjust ignition timing
- Check diesel injector pumps for leaks
- Check exhaust system
- Clean engine
- Road test

iii) C – Service (B service +)

- Drain and refill brake fluid
- Drain and refill engine coolant
- Rotate tyres

2) Wearing Parts Repairs Process

- The repair service is based on actuals for each vehicle as outlined at the time of the repairs. The recommended parts will be replaced when necessary.
- All repairs and part replacements required will be identified during routine servicing in which the lessor will take care of all the costs.
- For insurance cases the lessor shall repair vehicles involved in accidents as per approvals obtained from the relevant insurance company.

- iv. The lessor will release a Vehicle repaired after accidents only after a signed satisfactory note is received from the insurance company.
- v. All accident work must be undertaken by Lessor or its service agents and shall include chassis, pillars or panels necessary to restore the Vehicle to safe operating status.

3) Administration

The Service Department of _____ will be responsible for the administration of the Maintenance and Service Agreement. Their role will be to provide support to the Lessee with maintenance and service information in regard to the Vehicles periodically as well as monitor adherence to maintenance schedules. The Service Department of _____ will work closely with the Lessee to ensure that the Lessee derive full benefit from the Fleet Management System.

- i) Every Vehicles will be supplied with its own Vehicle service book to record the service sequence / schedule;
- ii) The work outlined in each service schedule and any other defect noted or repairs required will be undertaken during service;
- iii) Each Vehicle must be pre-booked at least 24 hours before a maintenance visit at any of the Service Provider's service centres listed hereto except in the case of emergencies;
- iv) Vehicles should be booked in for the service within 200 kilometres (\pm) variance based on the service schedule;
- v) In addition to the routine service, a defect report will be issued and the general condition of the Vehicles will be recorded;
- vi) Collection or delivery times/dates will be given to the drivers OR client maintenance personnel at the time of acceptance of the Vehicles in the workshop;
- vii) Relevant job cards at the service/repairs point will be signed by the driver of the Vehicle to certify that the work has been carried out satisfactorily;
- viii) The Service Department will prepare a report of defects that needs to be rectified. Such reports will be administered by the Lessor to ensure that the Lessor is able to benefit fully from the Fleet Management System.

4) Other Conditions

- a) The Service Provider will be required to avail a replacement car after the following turnaround times have elapsed:
 - i) A/B service – 1 days (i.e. 24 hrs. from pre-booked Vehicles delivery at the premises of Service Agent);

- ii) C service – 2 days (i.e. 48 hrs. from pre-booked Vehicles delivery at the premises of Service Agent);
 - iii) Wheel alignment/balancing, battery & tyre replacements – 2 days (i.e. 48 hrs. from pre-booked Vehicles delivery at the premises of Service Agent);
 - iv) Normal parts replacements as per the maintenance schedule provided – 2-4 days (i.e. 48-96 hrs. from pre-booked Vehicles delivery at the premises of Service Agent); depending on the job Requirements. To be advised upon inspection of the Vehicles;
 - v) In instances where more than one job has to be carried out on a Vehicles, the sum of the turnaround times for the individual jobs shall be used;
 - vi) All other jobs to be advised upon the Vehicle inspection and do not warrant a replacement car e.g. accident repairs, engine or gearbox overhauls etc;
- b) The Lessee will provide to the Lessor all documentation and information required by the Lessor to process insurance claims.
 - c) Maintenance/service work carried out by any contractor not authorized by the Lessor will be in breach of this Agreement and the excess mileage penalty will apply for the distance traveled by the Vehicles from the last maintenance/service visit to the Lessor's facilities.

APPENDIX V – SERVICE CENTRES

The leased vehicles shall be distributed to operate but not limited to the Kenya Revenue Authority stations listed below;

1. KRA Station Distribution List	
A	Nairobi Region
1	Nairobi Region Headquarters
B	SOUTHERN REGION
1	Mombasa Custom House Regional Headquarters
2	Kilifi
3	KESRA
4	Mazeras
5	Kiunga
6	Lamu
7	Ukunda
8	Lunga Lunga
9	Malindi
10	Shimoni
11	Voi
12	Taveta
C	WESTERN REGION
1	Kisumu Regional Headquarters
2	Busia
3	Bungoma
4	Kakamenga
5	Kisii
6	Kopanga
7	Lwakhakha
8	Malaba
9	Mbita
10	Muhuru Bay
11	Nyamtiro
12	Usenge
13	Isebania
14	Sio Port
D	NORTH RIFT VALLEY REGION
1	Eldoret Regional Headquarters
2	Kitale
3	Lokichoggio
4	Lodwar
5	Nadapal
6	Suam
E	SOUTH RIFT VALLEY REGION
1	Nakuru Regional Headquarters
2	Kericho
3	Maralal
4	Naivasha
5	Narok
6	Nyahururu
F	NOTHERN REGION
1	Embu Regional Headquarters

2	Machakos
3	Meru
4	Loitoktok
5	Diffu
6	Elwak
7	Garissa
8	Wajir
9	Mandera
10	Liboi
11	Isiolo
12	Namanga
13	Moyale
14	Kajiado
15	Kitui
G	CENTRAL REGION
1	Nyeri Regional Headquarters
2	Thika
3	Muranga
4	Nyanyuki KRA Office
5	Kerugoya
6	Nanyuki
7	Kiambu

2. Regional Headquarters Distribution / Service Location			
S/No	Regional Headquarters Location	Station Location	Bidders Response – proximity to Station (Max. 20 Kilometers from station)
1.	Nairobi	Times Tower	
2.	Mombasa	Customs House	
3.	Kisumu	Swan Center	
4.	Eldoret	Kiptagich House	
5.	Nakuru	Generations House	
6.	Embu	Mugo House	
7.	Nyeri	Premier Plaza	

- 1. APPENDIX VI – Pick Up Double Cabin, Turbo Diesel, Specs (MTD-944-045-20)**
- 2. APPENDIX VII – Micro Bus 4x2, 9-14 Seater, Diesel Turbo Specs (: MTD-1271-046-19)**
- 3. APPENDIX VIII – Sport Utility Vehicle Specs (MTD-1444-048-20)**
- 4. APPENDIX IX – Saloon car 4x2, 1701-1800cc Petrol Specs (MTD-0927-043-19)**