



**NAIROBI METROPOLITAN AREA TRANSPORT  
AUTHORITY (NaMATA)**

**CIANDA HOUSE, KOINANGE STREET  
P. O BOX 30117-00100, NAIROBI, KENYA**

**TENDER DOCUMENT**

**FOR**

**7 YEAR LEASING OF THE THIKA ROAD PILOT BRT BUSES**

**TENDER NO:MoTIH&UD/NaMATA/VHS-01/2021-2022**

**CLOSING DATE: TUESDAY, 22<sup>nd</sup> MARCH, 2022 AT 10.00 A.M. LOCAL TIME**

**JANUARY, 2022**

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## SECTION 1: INVITATION TO TENDER

### NAIROBI METROPOLITAN AREA TRANSPORT AUTHORITY (NAMATA)

#### INVITATION TO TENDER

#### INTERNATIONAL COMPETITIVE BIDDING (ICB)

#### LEASING OF BRT BUSES FOR THE ROAD BASED RAPID TRANSPORT OPERATIONS:

**TENDER NO: MoTIH&UD/NaMATA/VHS-01/2021-2022**

1. Nairobi Metropolitan Area Transport Authority (NaMATA) invites sealed tenders from original Bus manufacturers, motor vehicle dealers, leasing companies, financial institutions and interested firms for provision of buses and transport services for the BRT Project through Leasing.
2. The buses are to be considered in 3 options based on propulsion technology as below:
  - i. Biodiesel
  - ii. Hybrid
  - iii. Electricand the options be for sale or a proposed lease tenure covering a 3, 7 and 12 years' period.
3. Interested eligible candidates may obtain further information from and inspect the tender document at **Cianda House, Koinange Street, Nairobi. Room 512** during normal working hours from **8.00 am – 12.30 pm and 2.00 pm – 3.00 pm, Local Time.**
4. A complete set of tender documents may be downloaded by interested candidates free of charge at [www.tenders.go.ke](http://www.tenders.go.ke) or [www.namata.go.ke](http://www.namata.go.ke). and those who have downloaded the document from the website **must forward their particulars immediately for recording at Cianda house, 5<sup>th</sup> floor Room 512 during normal working hours and any further clarifications and addenda to [info@namata.go.ke](mailto:info@namata.go.ke).**
5. That in line with the measures put in place by the Government of Kenya in relation to Prevention of COVID-19 we encourage the bidders to download the tender document and register by sending their details to email: [info@namata.go.ke](mailto:info@namata.go.ke).
6. Bidders shall submit **both Technical and Financial proposals in separate envelopes.**
7. Tenders must be accompanied by a **Bid Security of Ksh. 1,000,000.00 (Kenya Shillings: One Million) from a Reputable Bank.**
8. Tender validity period will be **Two Hundred and Eighty (280) days** from the date of the opening and an additional 30 days beyond the Tender validity period.
9. Duly Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to: -

**Ag. Director General,  
Nairobi Metropolitan Area Transport Authority (NaMATA),  
P.O. Box 30117 – 00100,  
NAIROBI, KENYA**

and be deposited in the Tender Box located at the **7<sup>th</sup> Floor, Cianda House, Koinange Street**, so as to be received on or before **Tuesday, 22<sup>nd</sup> March, 2022. at 10.00 AM, Local Time**, Bulky documents

shall be delivered and registered at the office of Ag. Head Supply Chain Management Services on 5<sup>th</sup> Floor room 512.

10. Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at NaMATA Boardroom located on **7<sup>th</sup> Floor, Cianda House, Koinange Street, on Tuesday, 22<sup>nd</sup> March, 2022 at 10.00 A.M., Local Time**

**NOTE: The measures put in place by the Government of Kenya in relation to prevention of COVID-19 will STRICTLY be applied. Bidders will only be allowed two (2) representatives.**

**Ag. Head, Supply Chain Management Services  
FOR: Ag. DIRECTOR GENERAL  
NaMATA**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

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

### **2.2 Cost of Tendering**

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

### **2.3 Contents of Tender Documents**

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

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

## **2.4 Clarification of tender Documents**

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

## **2.5 Amendment of tender Documents**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7 Documents Comprising the Tender**

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

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



## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

## **2.10. Tender Currencies**

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

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be in the amount **Ksh. 1,000,000.00 (Kenya Shillings: One Million)**

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in any other freely convertible currency, and shall be in the form of a Bank Guarantee from a Reputable Bank.

- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.3
  - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

### **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for **Two Hundred and Eighty (280) days** after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare **an original and three copies** of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

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

2.15.2 The inner and outer envelopes shall:

Be addressed to

**Ag Director General,  
Nairobi Metropolitan Area Transport Authority (NaMATA)  
P.O. Box 30117- 00100,  
NAIROBI, KENYA.**

bear tender number and name in the Invitation to Tender and the words, “**DO NOT OPEN BEFORE Tuesday, 22<sup>nd</sup> March 2022 at 10.00 AM, Local Time.**”

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

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

## **2.16. Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday, 22<sup>nd</sup> March 2022 at 10.00 AM, Local Time.**

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

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

## **2.17. Modification and Withdrawal of Tenders**

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

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

may also be sent by or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

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

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Tuesday, 22<sup>nd</sup> March 2022 at 10.00 AM, Local Time** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

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

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

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

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

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

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

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied. (a) Operational Plan

(a) Deviation in Technical Specifications and requirements

- (i) The Procuring entity requires that the Technical specifications and requirements provided in the tender document shall be conformed to. Tenderers offering different technical specifications and requirements will be treated as non-responsive and rejected

(b) Operational Plan Proposed in the tender;

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

(c) Evaluation of Financial Proposal (Price)

- i) Confirm currency of tender
- ii) Any discounts
- iii) Taxes
- iv) Currency conversion if required
- v) Error Correction

(d) Deviation in payment schedule

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

2.22.4 Preference **Shall Not** be allowed in the evaluation of tenders

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

### **2.23. Contacting the Procuring entity**

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

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

### **2.24 Post-qualification**

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

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

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

## 2.25 Award Criteria

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

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

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

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

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

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

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

## 2.27 Procuring entity's Right to Vary quantities

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

## 2.28 Notification of Award

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

2.28.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to

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

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

## **2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

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

## **2.30 Performance Security**

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

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

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.31.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

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



## **APPENDIX TO INSTRUCTIONS TO TENDERERS**

### **Notes to the Appendix to the Instructions to Tenderers**

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

## Appendix to instructions to Tenderers

The following information for the bus leasing contract shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible
2.4	<p>The address for requesting clarification is:</p> <p><b>Ag. Head Supply Chain Management Services</b>  <b>Nairobi Metropolitan Area Transport Authority (NaMATA)</b>  <b>Cianda House, Koinange Street</b>  <b>5<sup>th</sup> Floor, Room 512</b>  <b>P.O. Box 30117- 00100</b>  <b>Nairobi, Kenya</b>  <b>Tel: +254-20-2252299</b>  <b>Email: <a href="mailto:info@namata.go.ke">info@namata.go.ke</a></b></p>
2.6.1	The Language of all correspondence and documents related to the Tender is: <b>English</b>
2.9.3	The price shall be <b>fixed</b> inclusive of all government taxes
	Alternative Tenders to the requirements of the Tender documents will <b>Not be permitted</b>
2.10.1	Price shall be quoted in <b>Kenya Shillings</b>
2.11.2	<p>Specify the evidence and information required. <input type="checkbox"/> <b>Brochures and catalogues.</b></p> <p><input type="checkbox"/> <b>Tenderers must attach copies of certified Certificate of Incorporation/ Registration</b></p> <p><input type="checkbox"/> <b>Valid Tax Compliance Certificate from KRA or other Tax Authority in compliance document from the country of registration.</b></p>
2.12.2	The Tender Security shall be: <b>Kenya Shillings; One Million (Ksh. 1,000,000.00) in form of Bank Guarantee from a Reputable Bank, valid for: Three Hundred and Ten (310) days. If the Tender Security is provided by a foreign bank, the providing bank shall have a correspondent financial institution located in the Lessee's country, satisfactory to the Lessee to make it enforceable.</b>
2.13.1	The Tender validity period shall be: <b>Two Hundred and Eighty (280) days.</b>
2.14.1	The number of copies of the Tender to be completed and returned shall be: <b>One (1) original and three (3) copies.</b>

	<p>Tenderers shall submit <b>both Technical and Financial proposals in separate envelopes.</b></p> <p>Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The Financial proposals should be sealed separately and clearly marked “Financial Proposal”</p> <p>All the proposals should be in one envelope clearly marked with the Tender Number without any indication of the name of the Tenderer.</p>
	<ul style="list-style-type: none"> <li>• <b>Technical Proposal</b> – original and 3 copies</li> <li>• <b>Financial proposal</b> – original and two copies - financial proposal shall include: <ul style="list-style-type: none"> <li><input type="checkbox"/> Price schedule, and</li> <li><input type="checkbox"/> Form of tender.</li> </ul> </li> </ul> <p><b>N/B: Tenderers who indicate their financial proposals in the technical proposals shall be treated as non-responsive.</b></p>
<b>2.16.1</b>	<p>Tender shall be submitted to:</p> <p>To a <b>Tender Box located on 7<sup>th</sup> Floor, Boardroom, Cianda House Koinange Street</b>, addressed to: <b>Ag. Director General (NaMATA) P.O. Box 30117-00100 Nairobi, Kenya, on or before:</b></p> <p><b>Date Tuesday, 22<sup>nd</sup> March, 2022</b></p> <p><b>Time:10.00am local time</b></p>
<b>2.19.1</b>	<p>The Tender opening shall take place at:</p> <p><b><i>The Offices of: Nairobi Metropolitan Area Transport Authority (NaMATA) 7<sup>h</sup> Floor Boardroom located at Cianda House, Koinange Street, Nairobi - Kenya</i></b></p> <p><b>Date: Tuesday, 22<sup>nd</sup> March, 202 Time: 10.00 AM. Local Time.</b></p> <p><b>Only technical proposals shall be opened during the opening time, the financial proposals will be kept unopened until after Technical Proposal Evaluation.</b></p>

2.20.1	<p><b>Evaluation Criteria</b></p> <p><b>a) The Preliminary Evaluation shall be mandatory:</b>  The evaluation shall adopt <i>Yes/ No Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>Tenderers must submit the following documents together with the technical proposal;</p> <ul style="list-style-type: none"> <li>➤ <b>Bid Security of Kenya Shillings; One Million (Ksh. 1,000,000.00) from a reputable financial institution valid for: Two Hundred and Eighty days (280)</b></li> <li>➤ <b>Certified copies of Certificate of registration/ Certificate of incorporation of the Country of registration;</b></li> <li>➤ <b>Valid Tax Compliance certificate of the country of registration;</b></li> <li>➤ <b>Duly filled, signed and stamped Business Questionnaires;</b></li> <li>➤ <b>Duly filled and signed form of tender;</b></li> <li>➤ <b>Attach Original Brochures and Catalogues, for evaluation of technical specifications colored copies and photocopies not allowed;</b></li> <li>➤ <b>Manufacturer Authorization Letter;</b></li> </ul> <p><i>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further</i></p>			
2.21.1	<p>For the purpose of evaluation only, the rate of exchange to be used will be: <b>The Central Bank Selling Rate on the Tender Opening date Tuesday, 22<sup>nd</sup> March, 2022 at 10.00 AM, Local Time.</b>)</p> <p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>Kenya Shillings</b> The source of exchange rate shall be <i>The Central Bank of Kenya</i>.</p>			
2.22.1	<p><b>b) Technical Evaluation</b></p> <p><b>Evaluation and Comparison of Tenders (Technical Evaluation)</b></p> <p>(i) All tender responses will be evaluated and the winning tender selected on the basis of “best value” in terms of technical superiority as well as cost effectiveness.</p> <p>(ii) A tenderer <b>must</b> score a minimum of <b>80%</b> at Technical Evaluation so as to be considered for financial proposal opening.</p> <p>(iii) For the Tenderers who score below 80% at technical evaluation their financial proposal will not be opened but will be returned to the tenderer unopened. The tenderer will not be evaluated further.</p> <p><b>For the Technical Specifications Evaluation, the following criteria will be used:</b></p> <table border="1" data-bbox="384 1906 1399 1933"> <thead> <tr> <th data-bbox="384 1906 539 1933">S/N</th> <th data-bbox="539 1906 1201 1933">EVALUATION CRITERIA</th> <th data-bbox="1201 1906 1399 1933">MARKS</th> </tr> </thead> </table>	S/N	EVALUATION CRITERIA	MARKS
S/N	EVALUATION CRITERIA	MARKS		

i	Organizations profile, history, contacts, products/services relevant to the expected services	5
ii	Demonstration of specific experience and track record including providing details of clients and contact persons within the client organizations must attach contracts / orders of at least 100 million per order;	25
iii	Composition of the organization including key managers likely to be assigned to implement these services	15
iv	The vehicles must have proven usage in medium to large cities for the last 5 years. Proven usage in African cities will be an added advantage.	10
v	The tenderer must have at least 1 owned garage in the Nairobi Metropolitan Area	10
vi	The specifications of what is offered by each tenderer will be examined and compared with the tender specification requirements.	5
vii	Minimum requirements that may critically affect the performance or operation of the vehicle shall be treated as mandatory	10
viii	Vehicle service. A bidder can score a maximum of 20 Points on this item. Scoring will be on account of bidder's garages and evidence of spares availability, workshop facilities and technical personnel	20
	Total	100

- **Deviation from category described in specification will also lead to rejection as technically non-responsive**
- **A Tenderer scoring Eighty Percent (80%) or more will be considered Technically Responsive and their financial proposal will be opened.**

**(c) Financial Evaluation** will be done by comparing the prices of the tenderers whose tenders qualified at the technical evaluation stage. The following will be checked

- (i) The currency used in the price
- (ii) Conversion to Kenya shillings using the central bank rate of Kenya referred to at **2.21.1 above**
- (iii) Discount offered if any
- (iv) Whether taxes are included or not (where included they must be removed for evaluation purpose)
- (v) Checking of computational errors and communicating the same to the tenderers for acceptance where they are found

Determination of the tenderer who has offered the **Lowest Evaluated Tender** and subjecting the same to Post- Qualification Evaluation as per **2.24 below**.

2.24	<p><b>c) Post-Qualification Evaluation</b></p> <p><b>Post- Qualification shall “<i>be undertaken</i>” Yes</b></p> <ul style="list-style-type: none"> <li>• The Procuring entity will verify and determine that the tenderer who submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily by: <ul style="list-style-type: none"> <li>i) Confirming the tenderer’s financial and technical capabilities-from copies of Bank Statements, Proof of credit line availability, bank reference etc.</li> <li>ii) Provide copies of audited Financial Accounts for the last 3 years with at Turnover of at least Ksh. 300 Million per year or its equivalent.</li> <li>iii) Minimum of 2 years’ experience and at two (2) references in similar assignments (Attach copies of letters of acceptance, contract agreements/ Orders and references</li> <li>iv) The tenderers past performance in a similar activity</li> <li>v) Provide managerial and key personnel competency profiles, CVs and qualification certificates of key staff including the Team Leader or the Fleet Manager and capacity to deliver services</li> <li>vi) Provide evidence of Health and Safety management system, employment of drivers, drivers training and staff welfare</li> <li>vii) Provide a methodology for undertaking the engagement including the system to track and report utilization of vehicles</li> </ul> </li> </ul> <p>An affirmative determination will be a <b>prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer’s tender</b>, in which event the <b>Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer’s capabilities to perform satisfactorily.</b></p>
2.30.1	<p>Particulars of performance security if applicable. - <b>10% of the contract sum from a Reputable Financial Institution for 12 months to cover delivery of the buses. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Lessee’s country, satisfactory to the Lessee.</b></p>

## **SECTION III**

## **- GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

- a. “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. “The Contract Price” means the price payable to the procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- c. “The Procuring entity” means the organization offering the particulars of the tender under this Contract
- d. “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- e. “GCC” means the General Conditions of Contract
- f. “SCC” means the Special Conditions of Contract
- g. “Day” means calendar day

### **3.2. Application**

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

### **3.3. Standards**

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

### **3.4. Use of Contract Documents and Information**

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

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

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

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

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

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

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

(a) A bank guarantee. from reputable bank

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

### **3.7. Delivery of services and Documents**

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

### **3.8. Payment**

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

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

### **3.9. Prices**

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



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

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

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

### **3.10. Assignment**

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

### **3.11. Termination for Default**

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

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

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

### **3.12. Termination for insolvency**

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

### **3.13. Termination for convenience**

3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.

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

### **3.14 Resolution of Disputes**

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

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

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

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

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

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

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

Section III should remain unchanged and can only be amended through the SCC Section IV.

3. Clauses to be included in this part must be consistent with the public procurement law and the regulations.
- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of Contract as relates to the GCC.

<b>GCC</b>	<b>Special conditions of contract</b>
3.6	Specify performance security if applicable - Particulars of performance security if applicable. - <b>10% of the contract sum from a Reputable Financial Institution for 12 months to cover delivery period of the buses.</b>
3.9	Specify price adjustments allowed – <b>Not allowed</b>
3.12.1	Payments will be made after the deliveries of services have been done and delivered items technically certified compliant – <b>to be paid quarterly in arrears</b>
3.16.1	Disputes to be referred to adjudication or arbitration in accordance with the Laws of Kenya
3.7.1	Delivery period shall be <b>6 (six) months</b> for the first half of the order from date of Contract Signing, failure of which the performance security shall be forfeited. The first half of the order can be manufactured/assembled at the tenderer's convenient location.

	The second half of the order must be manufactured/assembled within Kenya.
3.10.1	The lessee <b>SHALL NOT</b> assign, in whole or in part, its obligations under this Contract.
3.14.2	If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms <b>International Chamber of Commerce.</b>
3.18.1	<p>Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, or Email and confirmed in writing to the other party's address specified below:</p> <p><b>Ag. Director General</b>  <b>Nairobi Metropolitan Area Transport Authority (NaMATA)</b>  <b>Cianda House, Koinange Street</b>  <b>P.O. Box 30117- 00100</b>  <b>Nairobi, Kenya</b>  <b>Tel: +254-20-2252299</b>  <b>Email: <a href="mailto:info@namata.go.ke">info@namata.go.ke</a></b></p>

## SECTION V - SCHEDULE OF PARTICULARS OF TENDER

### PART A: GENERAL DEFINITIONS

1) For purposes of this Section and appendices to this TENDER the following definitions shall apply.

- a) “**Agreement**” means the Proposed Lease Contracts to be entered into under this tender including a **Master Lease** and all its **Schedules** and **appendixes**.
- b) “**Tenderer or Lessor**” means the vehicle manufacturers, suppliers, dealers, leasing companies, banks and financiers, operating alone or in a consortium, who respond to the tender for leasing of Buses for the **Nairobi Metropolitan Area Transport Authority (NaMATA)**, and in particular shall include Lessors, offering their Leasing services directly to the Procuring Entity/ User Entity or contractually through vehicle manufacturers, suppliers, dealers, banks, financiers and insurers.
- c) “**Business Day**” means a day other than a Saturday, Sunday or official public holiday in Kenya.
- d) “**Delivery Note**” has the meaning ascribed to it under the Master Lease or at Clause 19.
- e) “**Government Representative**” means the Accounting Officer(s) of the Procuring Entity, , the Government’s Chief Mechanical And Transport Engineer (CM&TE), or their representative(s) authorized in writing for the purpose of the Leasing of Buses for the **BRT Services Operator** , including the Lease Management Unit established by the Procuring Entity and or the User Entity.
- f) “**Lease Term**” means, in respect of any Master Lease Agreement and Rental Addendum, the period commencing on the **Commencement Date** and ending on the **Termination Date**, and in respect of an individual leased vehicle, the period agreed with successful Bidders on each vehicle schedule, or on aggregate for a similar LOT, determined as a specified lease period.
- g) “**Primary Lease Period**” means the initial lease contract period(s) entered into with successful Bidders under this tender, expected to be a minimum of 7 years renewable from the “**Lease Commencement Date**”.
- h) “**Procuring Entity**” means **Nairobi Metropolitan Area Transport Authority (NAMATA)**, the ordering entity on behalf of the Government of Kenya, which has primary responsibility for issuing this tender and ensuring compliance with all terms and conditions of lease contracts concluded subject to this TENDER.
- i) “**Total Loss**” means an actual or constructive or arranged total loss as a result of the Vehicles being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date of the loss, destruction, theft, confiscation or damage beyond economic repair.

## **PART B: PURPOSE**

### **Policy Objectives of Procuring Entity**

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

## **PART C: LEASE CONTRACTS AND CONCESSIONS**

### **Grant of Lease Concession and Access to Leased Vehicles and Assets**

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

### **Acceptance of Lease Concession and Access to Leased Vehicles and Assets**

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

### **Scope of Master Lease Agreement**

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

### **Approved User**

- 5) The Procuring Entity designates the **BRT Bus Operating Company** as the User Entity under this tender and any lease contracts that may be subsequently entered into herein.

**BRT Bus Operating Company** represented by the CEO and his Authorized representatives, designated under this tender as the Approved User.

### **Eligible Users**

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

### **Approved Vehicles**

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

### **Warranties by the Lessor Company and Vehicle Dealers**

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

## **PART D: NEW VEHICLES AND THE LEASING BUSINESS**

### **Vehicle Orders**

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

### **Initial New Buses**

- 10) All Buses, makes and models offered and supplied under this tender shall be **New Buses** and the latest makes/ models available that conform to the features, specifications and modifications specified by NaMATA.

### **Delivery of initial New Vehicles**

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

### **Contents of Vehicle Orders**

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

### **Cancellation of Orders**

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

### **Notification and Orders**

- 14) The successful Tenderers as Lessors and or vehicle dealers shall notify NaMATA of the Costs of Acquisition, Accessories, Financing, Insurance, and periodic Lease rentals or payments, including the portion relating to fees for scheduled service and maintenance. The notifications on pricing can be performed through completion of a standard Lease Pricing Schedule or Addendum.

### **Accessories and Specification of Accessories**

- 15) Tenderers shall endeavor to adhere strictly to the Schedule of Vehicles Specifications and Requirements and deliver at all times the standard vehicle recommended by **NaMATA** (with minimal customization, features and modifications), provided this shall not prevent approved users from specifying and fitting accessories, and special operational, communications and security equipment and gadgets.
- 16) Accessories and special operational, communications and security equipment and gadgets required by **NaMATA** and Approved Users, WHERE OPTIONAL, shall be paid for and fitted separately from the lease payments and shall not constitute or form part of the lease basis as set out in the Lease Pricing Schedule, unless specific approval and authorization has been provided by the Procuring Entity and or User Entity for the fitting of specified items above as a separate addendum, as agreed with successful Tenderers.



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

### **Delivery of New Vehicles**

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

### **Replacement of Leased Vehicles during lease term**

- 19) Tenderers will be required to replace, within targets agreed in **Leased Vehicle Service Level Agreements**, leased Vehicles that become unavailable for reasons of scheduled and unscheduled service and maintenance; accidents; theft and vandalism, or other valid operational reasons including mechanical breakdown, with equivalent or new vehicles. Nothing shall preclude Tenderers offering appropriate vehicles on hire/ rental as replacements for leased vehicles over the duration of such downtime by prior arrangements with the Procuring Entity.

### **Delivery of Replacement Vehicles**

- 20) Allocation and return of replacement vehicles during the lease term shall be deemed to be operational matters to be handled by the Director (Projects & Programmes) or his Approved Representative(s).

### **Return of Leased Vehicles at End of Lease Term**

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

### **Resale of vehicles by Lessors/Vehicle Dealers at End of Lease Term and preference to matatu operators upon sale of leased vehicles**

- 22) Tenderers will be entitled to sell, lease or dispose of leased vehicles on expiry of the lease periods, subject to the **Procuring Entity and or the User Entity** waiving or exercising the

option to renew the lease for such period(s) as may be agreed under Secondary Lease term, and upon terms and conditions broadly similar to the lease contract. Where the **Procuring Entity and or the User Entity** do not exercise the option of renewal/extension of the lease, Tenderers undertake to transfer the assets (BRT Buses) to an entity identified by NaMATA, after expiry of the lease term at market rates or at special prices determined by reference to the **Residual Values** built into the lease, **whichever is lower.**

### **Vehicle Variations**

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

### **Eligible Users**

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

## **PART E: INSURANCE OF LEASED VEHICLES**

### **Insurance – All Leased Vehicles MUST Be Insured**

- 25) Tenderers 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
- 26) Tenderers shall insure leased vehicles with **Reputable Insurer(S)** approved by the **Procuring Entity and or the User Entity** and shall provide proof, to the satisfaction of the **Procuring Entity and or the User Entity** prior to delivery of leased vehicles, that adequate insurance has been obtained in accordance with the provisions of above clause 25
- 27) Tenderers shall take all steps necessary to maintain the Insurance Policies in full force and effect and neither the **Procuring Entity or the User Entity** nor Tenderers /Lessors shall do anything whereby such insurance policies may be voided or vitiated, in whole or in part.
- 28) The insurance policies on leased vehicles shall form part of the lease contract(s) and shall include the **Procuring Entity and or the User Entity interests** as Lessee for the duration of the lease term, and where appropriate or required by the Tenderers /Lessors, the interest of the companies financing the leased vehicles.

### **Insurance premiums and Excess**

- 29) Tenderers shall disclose, and indicate separately on the Lease Pricing Schedule, the basis, premiums, and costs of all insurance costs built into the leasing contracts, including the costs, if any, relating to Excess or Special Restrictions.

- 30) Tenderers shall pay insurance premiums, excess and administrative costs relating to insurance of leased vehicles, whether incurred directly or indirectly by Tenderers and or their insurers, and shall provide proof that all excess, premiums and duties have been paid, and or furnish the **Procuring Entity and the User Entity** with copies of such Insurance Policies for all leased vehicles.

#### **Total Loss**

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

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

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

#### **PART F: IDENTIFICATION, MARKINGS, LICENSES AND INSPECTIONS**

##### **Vehicle Identification and Markings**

- 33) Tenderers agree that leased vehicles shall bear markings and colors determined by the **Procuring Entity**, including “GK” number plates, Civilian number plates, official Logos and Specific Colors chosen by **NaMATA**.
- 34) The **Procuring Entity and the User Entity** will acknowledge to Tenderers that the markings and colors as indicated in clause 34 **shall not invalidate the legal ownership of leased vehicles** by Tenderers Lessors.

##### **Licenses, Permits and Inspections**

Permits, licenses and all legal requirements and inspections required by law, including approvals by relevant authorities shall be the responsibility of Tenderers / Lessors at their cost.

- 35) Tenderers will be required to:
- Bear the cost of repairs to hardware and vehicles during delivery, installation and testing of leased vehicles and
    - a) Bear the risk of loss with respect to equipment until delivery and/or installation is complete.
    - b) Remove all packaging and shipping debris at no cost to the **Procuring Entity and the User Entity**.
- 36) The Local Purchase Order (LPO) or Local Service Order (LSO) number should be indicated by successful Tenderer(s) and appear on all correspondences and invoices.

#### **PART G: APPLICABLE TAXES AND LABOR LAWS**

37) Tenderers/ Lessor shall comply with all **applicable tax and labor laws**.

## **PART H: LEASE PRICING, FINANCING AND PAYMENTS**

### **Lease Installments and Payments**

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

### **Lease Financing Costs**

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

### **Prompt Payments to Third Parties on Services Relating To Leased Vehicles**

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

### **Acquisition of additional vehicles under similar terms and conditions**

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

### **Lease Term(s)**

- 48) The **Procuring Entity** reserves the right to determine the LEASE TERM(s), for any individual vehicle or in aggregate for a LOT, based on the responses and submissions received, subject to an initial Primary Lease Term of **Seven (7) years** as a minimum.

### **Extensions of Lease Term(s)**

- 49) The **Procuring Entity and or the User Entity** reserves the right, and Tenderers agree, to add additional vehicles during the term of lease agreements, and upon expiry of lease terms, to exercise the option to extend the lease agreements for a maximum period of five (5) years for Lot 1 subject to conditions; and will advise Tenderer in writing of their intentions not less than 30 days to the expiry of the Lease terms.
- 50) Tenderers must state agreement to offer the option of extending lease contracts upon the same terms and conditions as the Master Lease for a maximum period of five (5) years increment of lease terms.
- 51) Prices must remain valid and in effect for the Standard Primary Lease Term which shall be 7 years, and or the usage of **a minimum of 400,000 kilometers and a maximum of 500,000 kilometers, whichever comes first**, or such other period and Mileage as may be specified in the Master lease Agreement.

### **Price Increases during Lease Term**

- 52) The **Procuring Entity and or the User Entity** will not expect or permit price increases for the vehicle Lease contracts executed under this tender over the Primary Lease Periods, or subsequent vehicle lease orders appended to the lease schedules under the Master Lease during the initial Primary Lease Periods, provided the **Procuring Entity and or the User Entity** order the equivalent vehicle configuration(s) under the same terms and conditions quoted during this tender.
- 53) The **Procuring Entity and or the User Entity** would like to take advantage of, and encourages Tenderers to offer to it, vehicle dealers/Vendors/Lessor promotions, price decreases, rebates or new technologies and advantages available during the term of the initial Primary Lease Term. B Tenderers should detail their companies' or Group's strategy related to future pricing; new and enhanced vehicles, equipment and components; or new technologies.

### **Freight Charges and Delivery Destination Charges**

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

### **Contract Awards per Item Basis**

- 55) The Lease Contracts may be awarded on a Per Item based on the recommendation after evaluation.
- 56) The determination of awards on PER ITEM(S) basis will be determined by the **Procuring Entity and or the User Entity** in its absolute sole discretion, and all Tenderers agree to the award(s) on this basis.

### **Multiple Shipments and Delivery Schedules within 9 Months**

- 57) The **Procuring Entity and or the User Entity** expects to order, and Tenderers agree to deliver, complete Lots, or Parts thereof, for multiple shipments and deliveries over the length of the proposed lease contracts, starting with an initial Schedule of Delivery of Leased Vehicles that will be agreed for delivery over a period not exceeding Nine (9) months after the date of first contract award and or date of first delivery under the lease contracts, whichever is later.

### **Computation and disclosure of Lease Costs and Pricing per Kilometers**

- 58) Tenderers undertake to schedule and disclose, as prescribed in the Lease pricing schedule, all elements of the lease service bundles costed in Kenya shillings as well as an indication of the cost per kilometer based on the **Standard Lease Mileage of 60,000km per year, over 7 years, for a total of 420,000km or a maximum of 500,000 km**. Tenderers 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.

59) Tenderers /Lessor agrees, for purposes of mileage calculation, usage determination, and determination of Excess Kilometers, where applicable, to use the total mileage of the entire leased fleet awarded to the Successful Tenderers (s), that is on the portfolio basis by vehicle type/model or in aggregate; and or to average mileage over the total number of vehicles in the leased fleet on an annual basis, or any sub- group thereof by type, area or Approved Users.

## **PART I: SERVICE, REPAIRS AND MAINTENANCE**

60) Tenderers undertake to repair promptly Leased Vehicles by the approved Manufacturers/ Dealers/ Appointed Service Agents agreed under the leasing contracts at the service OPTIONS.

61) Tenderers shall provide all required Manuals (Owners and operating) necessary to operating leased vehicles and equipment

62) Tenderers shall provide at their own cost, at the request of Procuring Entity/ User Entity/Approved Users appropriate training including driver training, user training and remedial training, where required to ensure optimal and effective use, cares and services of leased vehicles/equipment

63) Tenderers 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 **NaMATA** for monitoring.

64) The Procuring Entity/ User Entity may in consultation with the Tenderer carry out unscheduled maintenance and out of schedule repairs of the leased vehicles

65) Tenderers **shall offer, and disclose separately and in sufficient detail in the lease pricing schedule**, the charges or pricing for servicing, maintenance and repairs of leased vehicles, for consideration by the Procuring Entity/ User Entity which retains the right to select the service OPTIONS.

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

a. Scheduled Maintenance and Service per Manufacturers recommendations (based on attaining mileage / usage milestones) and the Pricing.

b. The Standard Menu of recommended service, and parts and labor built into the lease

c. Vehicle Warranties available

d. Agreement to utilize to the maximum all vehicle Warranties provided by the manufacturer and all free/discounted service options available

e. Tenderers undertake to fully utilize Manufacturers or Dealers Vehicle Warranties/ Cover including warranties for defects.

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

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

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

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

### **Repair and Maintenance Facilities (Service Locations)**

- 66) Tenderer shall provide details in respect of service, repairs and maintenance of leased vehicles:
- a) Facilities and workshops, indicating whether owned directly, indirectly or through Associates and Affiliates (within the meaning of the Companies Act Cap 486); shared with third parties; or subcontracted to third parties, agents and independent entities;
  - b) Locations of facilities/workshops, giving full name(s), addresses, locations and details of designated contacts;
  - c) key Service and maintenance managers, supervisors and service personnel giving brief statements of qualifications and training;
  - d) vehicle service and maintenance capacity and throughput (for example number of vehicles that can be serviced per day/week, average service turnaround time, parts and spares inventory levels);



- e) Vehicle service and maintenance capabilities, including diagnostics computers and equipment, body shop, paint shop
- f) Tenderers should indicate ability and willingness to provide dedicated service and maintenance facilities, personnel, equipment, spares and parts inventory given the anticipated scale of the services and maintenance requirements under the proposed vehicle leasing contracts, if required, and likely investment requirements.

### **Standard of Service and Maintenance Performance**

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

### **Rights of inspections**

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

### **Compliance with Regulations:**

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

## **Service and Maintenance under Exceptional Circumstances**

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

## **PART J: FLEET MANAGEMENT**

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

## **PART K: DEFAULT AND TERMINATION**

- 78) Tenderer should indicate, and include in their TENDER responses, the proposed provision that may apply or cover the standard clauses and provision indicated below from the general terms of contracting.
- a) Force Majeure
  - b) Breaches by the Bidders/Lessors
  - c) Breaches by the Procuring Entity
  - d) Other Consequences of Termination
  - e) Lease contract Termination
  - f) Disputes and resolution

## **PART L: MISCELLANEOUS**

### **Confidential Information**

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

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

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

### **Tenderers duty and responsibility on accuracy and completeness**

- 83) While the Procuring Entity/User Entity has used considerable efforts to ensure an accurate representation of information in this TENDER document, the information contained herein is contained solely as a guideline for tenderers. The information is not guaranteed or warranted to be accurate by the Procuring Entity/User Entity, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve Tenderers forming their own opinions and conclusions in respect to the matters addressed in this TENDER document.

### **Responsibility for Greening of the Government Leased Vehicle Fleet**

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

### **Tenderers Responsibility for Developing Industry Partnerships and Skills Transfer**

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

### **Tenderers Disclosure(s) of Local Content and forward and backward linkages**

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

**Schedule A: Lease Pricing Schedule**

Vehicle/LOT No...						
Leasing Payments Schedule (All Amounts in KSh.)						
Basis of Lease payments	Primary Lease period Year)					Secondary Lease period
<i>Vehicle Retail Price (disclosure )</i>						
<i>Vehicle Government Price (disclosure)</i>						
<b>LEASED VEHICLE COSTING</b>	1	2	...	6	7	8
<b>Vehicle Price</b>						
Body/ Assembly						
Fittings / Special Equipment						
<i>Police Special Equipment (On request)</i>						
<b>Vehicle Acquisition Cost KSh.</b>						
<b>LESS:</b>						
<b>Residual Value :KSh. Amount</b>						
<b>Residual Value: %</b>						
<b>VEHICLE LEASING COST BASE</b>						
<b>Insurance</b>						
<b>Indicate % Premium Rate</b>						
<b>Vehicle Financing Cost</b>						
<b>indicate % interest rate p.a.</b>						
<b>Is rate fixed / variable over term?</b>						
<b>MAINTENANCE / SERVICE COSTS</b>						
<b>Options 1: Scheduled Maintenance</b>						
Tyres and Tubes						
Batteries						
<b>TOTAL LEASE COSTING</b>						
<b>Periodic Lease Installments:</b>						
<b>Monthly:</b>						
<b>Quarterly:</b>						
Please provide Quote on added services/costs (the extent applicable, or estimates)						
Maintenance / Service Options						
<b>Options 2: Unscheduled</b>						
<b>Options 3: Repairs Minor to Major</b>						
<b>EXCESS MILEAGE Charge per km</b>						
<b>GRAND TOTAL LEASE COSTING</b>						

**Schedule B: Vehicle Lease Schedule**

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

**Ref:**

**Leasing Agreement between**

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

**And**

<b>Procuring Entity/ Ministry</b>			
<b>Service / Maintenance Agreement</b>			
Registration Number			
VAT Number		Pin Number	
Postal Address			
Physical Address			

**WHEREAS**

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

**4. Leased Vehicle Description:**

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

**5. Lease Rental payments / Payable:**

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

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

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

.....  
 Chief Executive / Authorized Official Date

.....  
 Finance Director / Authorized Official Date

.....  
 Company Secretary / Authorized Official Date





**Schedule C: Schedule of Lease Payments**

<b>Leasing of Public Transport</b>				
<b>Leasing Payments Schedule</b>				
<b>All Amounts in KSh.</b>				
<b>Payment Number</b>	<b>Payment Date Month/ Quarter</b>	<b>Lease Payment Amount</b>	<b>Other Payment</b>	<b>Total Amount</b>
1				
2				
3				
4				
Total Year 1				
5				
6				
7				
8				
Total Year 2				
9				
10				
11				
12				
Total Year 3				
13				
14				
15				
16				
Total Year 4				
17				
18				
19				
20				
Total Year 5				
21				
22				
23				
24				
Total Year 6				
25				
26				
27				
28				
Total Year 7				
<b>Total Lease Payments</b>				

## **Schedule D: Schedule of Vehicle Deliveries**

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

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

- 1) Existing *Vehicle Delivery Lead Times*,
- 2) Lead times no later than 6 months from the date of signing of the Master lease agreement(s);
- 3) Vehicle deliveries from local assembly
- 4) Vehicle Deliveries expected ex stock;

### **Schedule E: Leased Vehicle Service Level Agreements (SLAs)**

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

**Schedule F: Schedule of Service, Repairs and Maintenance**

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

### **Schedule G: Manufacturer's Warranty Schedule**

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

## **Schedule H: Accident Report/ Repair Form**

Tenderers should indicate and attach the following:

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

## Schedule I: Vehicle Serviceable Conditions

### SERVICEABLE CONDITIONS

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

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





## SECTION V - SCHEDULE OF REQUIREMENTS

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

<b>NAIROBI METROPOLITAN AREA TRANSPORT AUTHORITY (NAMATA)</b>			
<b>TENDER NO: NaMATA/VHS/01/2019 - 2020</b>			
<b>LEASING OF BRT BUSES FOR THE BRT</b>			
<b>S/No.</b>	<b>Vehicle Specification</b>	<b>Description of Specification per CMTE</b>	<b>Totals</b>
1	MTD-2526-040-20	12 M BRT BUS	100
		<b>Total</b>	<b>100</b>



	otherwise affecting the subject matter of the Contract.		
1.4	Kenya Bureau of Standards must be adhered to as a minimum standard in all respects.	YES (Mandatory)	----(Y/N)
1.5	Where there is a conflict between any part of this Bus Specification and the requirements of any Clause, the more stringent requirements will take precedence.	YES (Mandatory)	----(Y/N)
1.6	'Fully laden' is defined as a full complement of driver, seated and standing passengers at 70 kg / passenger, plus a full load of fuel and with the bus in 'ready for the road' operating condition.	YES (Mandatory)	----(Y/N)
1.7	Each Bus must be designed to maximise passenger comfort. Particular attention must be taken to minimise noise, vibration and harshness transmitted to passengers. Factors such as road noise, mechanical noise and air conditioning noise must be minimised to the specifications specified in the bus specifications.	YES	----(Y/N)
1.8	Operational Life is referred to in Clause 16 hereunder.	YES	----(Y/N)
1.9	Buses must be stored by the manufacturer until delivered.	YES	----(Y/N)
1.10	Buses must be delivered to an address within the jurisdiction of NaMATA to be determined and agreed to with NAMATA	YES	----(Y/N)
1.11	All technical specifications will be subject to an independent compliance and verification process by NaMATA. Any corrections, updates or adjustments required as a result of non-compliance will be for the account of the manufacturer.	YES	----(Y/N)
1.12	The buses must be ITS (Intelligent Transport System) ready providing the necessary allowance for the installation of ITS.	YES	----(Y/N)
2.	Operating Requirements [ <i>performance, climatic conditions, range, noise</i> ]		
2.1	The Buses must meet the following minimum operating requirements:		
2.1.1	Passenger Combined Seated: 85-90	YES (Mandatory)	----(Y/N)
2.1.2	Seating Capacity: 34-38	YES (Mandatory)	----(Y/N)
2.1.3	Wheelchair bays: 1x Dual Purpose	YES (Mandatory)	----(Y/N)
2.2	Traffic conditions: Frequent stopping in high density urban and suburban, plus longer distance limited stop services on roads with up to 65 km/h speed limits.	YES	----(Y/N)
2.3	Minimum average speed 25-30 km/hour including stops.	YES (Mandatory)	----(Y/N)

2.4	Daily operating duration: 18 hours per day or up to 300-400 km per day. Buses must be capable of achieving this without the need to refuel.	YES (Mandatory)	----(Y/N)
2.4.1	Maximum road gradient: 18% (1 in 4) (see Clause 2.4).	YES	----(Y/N)
2.4.2	Maximum road cross-fall: Up to 7% (average 2% to 5%).	YES	----(Y/N)
2.4.3	Estimated service life: 12-15 years.	YES	----(Y/N)
2.5	Average annual distance: 80,000 km/year for twelve years.	YES (Mandatory)	----(Y/N)
2.6	Highest shade temperature: 45 deg C.	YES	----(Y/N)
2.7	Lowest temperature: -5 deg C.	YES	----(Y/N)
2.8	Each Bus must be capable of accelerating, when fully laden, in accordance with the following requirements:	YES	
2.8.1	0 to 60 km/hour 24.0 seconds	YES	----(Y/N)
2.9	Acceleration and gear changing (both up and down changes) must be smooth enough to prevent annoyance or discomfort to passengers.	YES	----(Y/N)
2.10	Each fully laden Bus must be capable of stopping, being held on the park brake, and re-starting without rolling back on sealed grades of not less than 18% (1 in 4), both uphill and downhill when fully laden.	YES	----(Y/N)
2.11	The Buses must meet the performance for operating on gradients as submitted in the specifications.	YES	----(Y/N)
2.12	The Buses must suffer no structural failures or other problems attributable to the negotiation of roundabouts, speed bumps, slow points and other traffic calming devices encountered in high density urban and suburban areas, plus longer distance limited stop services on roads with up to 65 km/h speed limits.	YES	----(Y/N)
3.	Dimensions		
3.1	Each bus must conform to the following requirements, in fully seated form, Requirement Dimension:		
3.1.1	Maximum length (mm) 12,500	YES (MANDATORY)	----(Y/N)
3.1.2	Maximum width (mm) excl. mirrors and side lamps 2,650	YES (Mandatory)	----(Y/N)
3.1.3	Maximum height (mm) 3,400	YES (Mandatory)	----(Y/N)
3.1.4	The bus must be able to manoeuvre on either lock, inside a circle of 12.5 m radius, without any of its outermost points projecting outside the circumference of the circle.	YES (Mandatory)	----(Y/N)
3.1.5	Minimum approach angle (deg.) fully laden 7.0	YES (Mandatory)	----(Y/N)
3.1.6	Minimum departure angle (deg.) fully laden 7.0	YES (Mandatory)	----(Y/N)

3.1.7	The floor height at median stations shall be 340 (mm) hence this should be the bus floor height	YES (Mandatory)	----(Y/N)
3.1.8	The bus shall kneel to a floor height of 270 (mm) or less to allow universal access boarding at feeder stops through the deployment of a driver operated or automatic level boarding bridge.	YES (Mandatory)	----(Y/N)
4.	Load Carrying Capacity		
4.1	Gross vehicle weight	YES (Mandatory)	
4.1.1	The gross vehicle weight should not exceed 19 000 kg (GVM)	YES	----(Y/N)
4.2	Layout		
	For BRT application: (insert/attach bus layout indicating dimensions and seating arrangements)	YES	----(Y/N)
4.2.1	Each bus must be right hand drive.	YES	----(Y/N)
4.2.2	Each bus must have two double passenger doors on the right side of the vehicle for station access, and one double passenger door on the left for road kerbside access.  BRT application requires three double doors for both station and kerbside access:  LHS – 1x Door in front overhang RHS – 1x door in wheelbase RHS -- 1x door in rear overhang Pitch of RHS doors – 600mm rear ± 100mm front	YES (Mandatory)	----(Y/N)
4.2.3	All doors must be capable of being used for entry and exit.	YES (Mandatory)	----(Y/N)
4.2.4	Left Hand Side – 1x Door in front overhang allowing for roadside access; Right Hand Side should have 1x door in wheelbase for station access; and 1x door in rear overhang for station access. The pitch of Right Hand Side doors should be 600mm for the rear and ± 100mm for the front.	YES (Mandatory)	----(Y/N)
4.2.5	Clear width between all doors should be 1100mm	YES	----(Y/N)
5.	Layout		
5.1	All doors, entrances, and exists shall comply with the requirements of the relevant regulations of the country.	YES (Mandatory)	----(Y/N)
5.1.1	Each Bus must be right hand drive with power steering.	YES	----(Y/N)

5.1.2	Each Bus must have 2 doors on the righthand side of the bus for median boarding in enclosed stations and 1 door on left for curb side boarding at feeder stops.	YES	----(Y/N)
5.1.3	Doors shall be equipped with seals so as not to allow water, dust or air to flow through the forward rear, or top of the door when closed. The edge of the door shall have a rubber weather strip.	YES	----(Y/N)
5.1.4	Each door shall be fitted with a potential free signal contact to be wired to the on-board ITS system. The signal shall be closed when the door is in the fully open position.	YES	----(Y/N)
5.2	The righthand side (RHS) doors must:		
5.2.1	Be pneumatically operated by the driver or by an automated system.	YES (Mandatory)	----(Y/N)
5.2.2	Be of a folding door type.	YES	----(Y/N)
5.2.3	Have a minimum clear opening width of 1,100 mm between rails.	YES	----(Y/N)
5.2.4	Front RHS door to be located behind front wheels.	YES	----(Y/N)
5.2.5	Rear RHS door to be located behind rear wheels.	YES	----(Y/N)
5.2.6			
5.2.7	Be capable of being used for entry and exit.	YES	----(Y/N)
5.2.8	Have a minimum height of 2,000 mm.	YES	----(Y/N)
5.2.9	Have driver operated or automatic level boarding bridge system at the front and rear RHS doors for ease and safety of boarding and alighting of passengers at stations.	YES	----(Y/N)
5.3	Left hand (LH) door must be provided:		
5.3.1	A minimum of one door is to be provided on the front left hand side of the bus for curb side operations.	YES	----(Y/N)
5.3.2	These doors must have a minimum clear opening of 1100 mm between rails.	YES	----(Y/N)
5.3.3			
5.3.4	LHS Door shall have automatic or pneumatically driver operated level boarding bridge system for ease and safety of boarding and alighting of passengers at feeder stops.	YES	----(Y/N)
6.	Level boarding bridges		
6.1	Passenger doors on both sides will be fitted with boarding bridges or ramps. (The terms are used interchangeably and are to be read as including any mechanism or device that achieves the desired objective.) These ramps shall provide a bridge between the vehicle floor and the station or stop platform. The ramp shall be suitable to accommodate foot and wheelchair traffic with edges tapered adequately to readily allow traversal by the front wheels of a wheelchair. The bridge shall have a safe working load of not less than 300 kilograms.		----(Y/N)
6.2	Maximum gradient on all level boarding bridges is 1: 12 and maximum threshold is 15mm.		
6.3	For the left side door, the use of an extruding CD type bridging mechanism	YES (Mandatory)	----(Y/N)

	is found desirable. This mechanism if preferred for both sides, but flap down ramps will be considered for the right side door. Irrespective of the form, the ramps shall be retained completely within the main body of the vehicle when not deployed and shall deploy rapidly prior to the opening of the vehicle passenger doors, retracting rapidly after door closure. The release and pull mechanism as well as the edges of the ramp shall not in any way project above the floor level when the ramp is accessible to passengers.		
6.4	The deployment mechanism is to incorporate a failsafe arrangement that ensures that in the event of a person or object being in the path of the ramp during deployment, there will be no force other than the natural weight of the ramp applied to whatever is in the way.	YES (Mandatory)	----(Y/N)
6.5	The left side ramp shall extend outwards for a length of approximately 500 mm. The ramp length on the right hand side should not exceed 500 mm but not less than 350mm. The width of the ramps shall approximately match the free doorway width (1100 mm). The ramps shall be bevelled at the far edge to facilitate a smooth entry for wheelchairs, prams, and bicycles. When deployed, the ramp surface shall have a slip-resistant texture.	YES	----(Y/N)
6.6	The bottom side of a flip-down type boarding bridge shall be finished to match the colour scheme of the outside of the vehicle body. The boarding bridge shall also be protected at points of contact with the station platform by a rubberised or similar type of material that reduces disfiguration and wear.	YES	----(Y/N)
7.	Service Access		
7.1	All components of the buses which may require servicing at intervals of 120 000 km or less must be readily accessible without the need to remove fixed panels, frame members or fittings.	YES (Mandatory)	----(Y/N)
7.2	All service related breakdown items must be located on the near side of the bus body. Typically a left hand side, a right hand side and a rear engine door would be required for exterior access to the engine area.	YES (Mandatory)	----(Y/N)
7.3	Floor hatches are to be designed in accordance with the Body Builder's Instructions supplied by the chassis manufacturer as a minimum requirement.	YES (Mandatory)	----(Y/N)

7.4	All exterior hatches and doors must be made from a durable and lightweight material and be provided with gas struts or similar devices to keep the hatches or doors open and positively closed. Doors that open vertically (i.e. the hinge line is horizontal) must open to at least 150 degrees from the closed vertical position.	YES (Mandatory)	----(Y/N)
7.5	All fluids, including lubricating oils and windscreen washer water must be filled or replenished from the exterior of each Bus. It must not be necessary to enter the interior of the bus in order to fill or replenish any fluids, except for the automatic transmission fluid.	YES (Mandatory)	----(Y/N)
7.6	With the exception of equipment that must be accessible in an emergency, all hatches and doors to be provided with suitable locking devices. These are:	YES (Mandatory)	----(Y/N)
7.6.1	Exterior hatches and doors to be lockable;	YES	----(Y/N)
7.6.2	Quarter turn fasteners for internal floor hatches; and	YES	----(Y/N)
7.6.3	Key lock compartment for CCTV and ITS equipment	YES	----(Y/N)
7.7	As an option, to prevent passenger access to chassis operating controls, security fasteners may be considered, subject to approval by NaMATA.	YES	----(Y/N)
7.8	All service access locks to be identical and driver keys must be unique for each bus (but different from the service keys).	YES (Mandatory)	----(Y/N)
7.9	As an option, key locks on exterior hatches may be considered, subject to approval by NaMATA.	YES (Mandatory)	----(Y/N)
8.	Chassis		
8.1	General		
8.1.1	Each Bus must be designed to permit all mechanical and chassis-related maintenance to be carried out from the exterior or from an under floor pit. Buses may not necessarily be maintained with the aid of overhead jacking facilities.	YES (Mandatory)	----(Y/N)
8.1.2	Each Bus must be designed for towing.	YES (Mandatory)	----(Y/N)
8.1.3	A towing coupling must be fitted at the front end, together with an air coupling to release the spring brakes and charge the Bus's air system.	YES (Mandatory)	----(Y/N)
8.1.4	A suitable jacking point must be provided adjacent to each wheel, and each Bus must be designed to permit jacking without causing any structural or other damage.	YES (Mandatory)	----(Y/N)
8.1.5	Provision must be made to support each axle of the Bus by means of axle stands when any portion of the Bus is lifted.	YES (Mandatory)	----(Y/N)
8.1.6	Each Bus must be geared for maximum economy in normal operation.	YES (Mandatory)	----(Y/N)



8.1.7	Each Bus must be speed limited so that it will not exceed 65 km/hour.	YES	
8.1.8	Protection must be provided at the rear of the Bus for the engine, cooling system and all other mechanical and electrical equipment in order to minimise the effects of any rear end collision or under-run. Such protection must include under body and rear end protection.	YES (Mandatory)	----(Y/N)
8.2	Engine or Motor		
8.2.1	The Bus shall be powered by Bio-diesel and shall be designed to minimise oil changes.	YES (Mandatory)	----(Y/N)
8.2.2	Each engine shall, as a minimum, meet the Euro V emissions standards at delivery, with the Bus in full operating condition.	YES (Mandatory)	----(Y/N)
8.2.3	The engine shall have at least 6 cylinders, and have a turbocharger with intercooler.	YES	----(Y/N)
8.2.4	The engine minimum net power shall be 180kW	YES (Mandatory)	----(Y/N)
8.2.5	The engine torque shall not be less than 800 Nm	YES (Mandatory)	----(Y/N)
8.3	Engine Compartment		
8.3.1	The design of the engine compartment and the materials used within or near to it must be such that high pressure hot water and steam cleaning equipment using detergents will not cause damage nor affect the operation of the Bus.	YES (Mandatory)	----(Y/N)
8.3.2	No flammable material, or material likely to become impregnated with fuel or lubricants, must be used in or near to the engine compartment or within induction or exhaust systems.	YES (Mandatory)	----(Y/N)
8.3.3	Accumulation and or retention of fuel, lubricants, vapours or gases in any part of the engine compartment must be prevented by suitable layout of the compartment and the provision of drainage orifices.	YES (Mandatory)	----(Y/N)
8.3.4	Insulating materials used in or near to the engine compartment must be suitably protected against accidental damage or wear and tear. In particular, any surface coatings and or coverings must be sufficiently robust so that they will not tear or be damaged easily.	YES	----(Y/N)
8.3.5	The engine compartment must be suitably sealed to prevent ingress of fumes or gases into the passenger compartment.	YES	----(Y/N)
8.4	Engine Controls and Protection		
8.4.1	Engine start and stop controls must be provided both in the driver's cab and at the rear of the Bus, adjacent to the engine.	YES (Mandatory)	----(Y/N)
8.4.2	Engine start and stop controls must be clearly labelled with the words 'Engine Start' and 'Engine Stop', in English, as appropriate.	YES (Mandatory)	----(Y/N)
8.4.3	Each engine stop control must require only a simple action and must be effective immediately.	YES (Mandatory)	----(Y/N)

8.4.4	A control must be provided adjacent to the rear engine start and stop controls to enable maintenance staff to isolate the start and stop controls in the driver's cab.	YES	----(Y/N)
8.4.5	Warning lights and/or buzzers must be provided to alert the driver to:	YES (Mandatory)	
8.4.5.1	Low oil pressure	YES	----(Y/N)
8.4.5.2	High coolant temperature	YES	----(Y/N)
8.4.5.3	Low coolant level	YES	----(Y/N)
8.4.6	A Micro switch, proximity switch, or similar device, must be fitted to the rear engine door, arranged so as to prevent the engine from being started from the driver's cab when the engine door is open. It must still be possible to start the engine from the rear engine controls with the rear engine door open.	YES	----(Y/N)
8.4.7	A fuel gauge must be fitted to the dash panel. The engine management system shall be equipped with a CAN-FMS interface in order to supply data to the ITS system.	YES (Mandatory)	----(Y/N)
8.5	Diesel Fuel Storage, Filling and Feed System		
8.5.1	Minimum fuel tank capacity shall be 300 litres	YES (Mandatory)	
8.5.2	Each fuel tank must be adequately baffled against surge.	YES (Mandatory)	----(Y/N)
8.5.3	The fuel filler must be provided on the right side of the bus, above the waist rail level.	YES (Mandatory)	----(Y/N)
8.5.4	The fuel filler cap must be adequately secured so that it cannot become detached from the body (chain-type) or from the key unless locked (key-type).	YES (Mandatory)	Key operated ----(Y/N)
8.5.5	The filler cap and spout must be arranged so that a straight cylinder of $\geq 60$ mm diameter can be inserted for a distance of 200 mm.	YES (Mandatory)	60mm diameter ---- (Y/N)
8.5.6	The filler cap and spout must be arranged for use with a high speed refuelling system nozzle which delivers fuel at a minimum rate of 65 litres / minute. At this rate of fill, no "blow back" of fuel must be experienced at any stage.	YES	----(Y/N)
8.5.7	No part of the fuel feed system must be located in the driver's cab or the passenger compartment.	YES	----(Y/N)
8.5.8	All parts of the fuel system must be protected from damage caused by contact with the ground or from flying debris, and from fatigue or wear generated in normal service.	YES	----(Y/N)
8.5.9	Any fuel leaking from the system must be able to flow away freely onto the ground without coming into contact with the exhaust system or any other hot surfaces, or on brakes wheels and tyres.	YES	----(Y/N)
8.5.10	All pipes and connections must be located to facilitate visual inspection, disconnection and re-connection without dismantling any covers, ducts or similar components.	YES	----(Y/N)

8.5.11	All fuel lines must be manufactured from steel or other suitable materials fit for this purpose.	YES	----(Y/N)
8.5.12	A protection plate must be fitted under the fuel tank to prevent damage to the tank underside.	YES	----(Y/N)
8.6	Cooling System		
8.6.1	The Manufacturer must ensure that regardless of whether a Bus is stationary or in motion, the cooling system is so rated that the Bus does not overheat when in continuous operation under the conditions detailed in Clause 2.1, with air conditioning on full power and the Bus fully laden to its rated GVM.	YES (Mandatory)	----(Y/N)
8.6.2	The cooling system must incorporate a suitable drive system that will require no adjustment between major services.	YES (Mandatory)	----(Y/N)
8.6.3	The radiator and fan drive must be located in such a way that they are protected from accident damage in the event of a collision with another Bus, stationary object or moving vehicle.	YES (Mandatory)	----(Y/N)
8.6.4	An external gauge or sight glass or similar device must be provide for checking the level of the cooling water without the need to open a door or hatch.	YES (Mandatory)	----(Y/N)
8.6.5	Radiator air intake systems must be designed so as to minimise injection and accumulation or blockage by debris and particles normally encountered in operation. Preference is for the radiator to be mounted on the driver's side of the Bus.	YES (Mandatory)	----(Y/N)
8.6.6	Radiators and associated cooling equipment must be accessible, in order to provide for external cleaning of both sides of the cores. This must include easy separation of the radiator and any adjacent intercooler or other equipment or structure without the loss of any engine coolant.	YES	----(Y/N)
8.6.7	The radiator must not require cleaning externally more frequently than once every 30,000 kms with all coolant hoses being of the silicon type and pipes to be made of stainless steel or other materials which will not deteriorate.	YES	----(Y/N)
8.7	Transmission		
8.7.1	The operation of the transmission must be fully automatic. It must comprise a torque converter in combination with a multi-ratio gearbox.	YES (Mandatory)	----(Y/N)
8.7.2	The transmission must incorporate an integral hydraulic retarder. In all cases the operation of the retarder must be controlled by the release of the accelerator pedal or the application of the brake pedal.	YES (Mandatory)	----(Y/N)
8.7.3	The transmission selector must be of the push button type located to the LHS of the steering	YES (Mandatory)	— ----(Y/N)

	wheel. Separate buttons for forward movement, Neutral and Reverse movement is required.		
8.7.4	The transmission selector must be in neutral before the engine can be started.	YES (Mandatory)	----(Y/N)
8.7.5	It must not be possible to:	YES (Mandatory)	----(Y/N)
8.7.5.1	Engage reverse gear while the Bus is moving forward or;	YES	----(Y/N)
8.7.5.2	Engage forward gear while the Bus is moving backwards.	YES	----(Y/N)
8.7.6	The transmission must be controlled in such a way that it suffers no damage if:	YES	----(Y/N)
8.7.6.1	Reverse gear is selected while the Bus is moving forward or;	YES	----(Y/N)
8.7.6.2	Forward gear is selected while the Bus is moving backwards.	YES	----(Y/N)
8.7.7	An audible reversing alarm must be fitted, integrated with the on-board management system (where fitted) and arranged to sound whenever reverse gear is selected. An option of a verbal warning system when reverse is selected should be made available. The automatic transmission must be so controlled to prevent engine over revving in the intermediate gears and gear selection is not possible unless the engine is at idle.	YES (Mandatory)	----(Y/N)
8.8	Steering		
8.8.1	The Bus must be fitted with power-assisted steering which permits manual steering in the event of failure of the power-assistance.	YES (Mandatory)	----(Y/N)
8.8.2	The steering wheel must be separately adjustable for height and angle to suit individual driver preference for drivers ranging in size from the 5th percentile female to the 95th percentile male	YES (Mandatory)	----(Y/N)
8.9	Air System		
8.9.1	The design of the air system must be such that the air compressor is provided only with clean and filtered air.	YES (Mandatory)	----(Y/N)
8.9.2	Compressed air from the compressor must pass through an oil and water separating device fitted with automatic drainage before it enters the rest of the system.	YES (Mandatory)	----(Y/N)
8.9.3	The front end coupling must be arranged so that, in addition to releasing the spring brakes, it enables the Bus's air system to be fully charged, allowing operation of all pneumatically-operated equipment.	YES (Mandatory)	----(Y/N)
8.10	Braking System		
8.10.1	The air system must be able to be fully charged from empty within three minutes at an engine speed of 1500 rpm.	YES (Mandatory)	----(Y/N)
8.10.2	All wheels must have disc brakes, and all brake pad clearances must automatically adjust.	YES (Mandatory)	----(Y/N)

8.10.3	A means of visually determining brake pad wear at each wheel must be provided. It must not be necessary to dismantle or remove any components to ascertain brake pad wear.	YES (Mandatory)	----(Y/N)
8.10.4	Under normal operating conditions, there must be minimal brake noise from the discs or pads during service or emergency braking.	YES (Mandatory)	----(Y/N)
8.10.5	A means of determining air pressure must be fitted in the driver's instrument panel, showing both brake circuit and brake cylinder pressure separately for each axle.	YES (Mandatory)	----(Y/N)
8.10.6	A separate air reservoir must be provided which must be capable of releasing the brakes in the event of a general loss of air pressure.	YES (Mandatory)	----(Y/N)
8.10.7	If the passenger door is opened and the Bus is stationary, the rear axle brake must be activated and the engine throttle must be returned to idle and the Bus must be incapable of moving.	YES (Mandatory)	----(Y/N)
8.10.8	The application of the rear axle brake to comply with the requirements must use air compressed brakes.	YES (Mandatory)	----(Y/N)
8.10.9	Each Bus must be fitted with electronic Anti-Lock Braking (ABS) on all wheels.	YES (Mandatory)	----(Y/N)
8.10.10	All disc pads must provide a minimum services life of 50,000 km when used in normal operations before replacement is necessary.	YES (Mandatory)	----(Y/N)
8.10.11	The Bus must have disc brakes on all axles.	YES (Mandatory)	----(Y/N)
8.10.12	Brake pad wear limit indicators must be fitted.	YES (Mandatory)	----(Y/N)
8.11	Parking and Emergency brakes		
8.11.1	A fail-safe parking brake must be fitted on each Bus.	YES (Mandatory)	----(Y/N)
8.11.2	The parking brake control must be located to the right of the steering wheel and 1 within easy reach of the driver.	YES (Mandatory)	----(Y/N)
8.11.3	If the parking brake control is not in the applied position and the 'engine start' key is turned off or the engine has stopped rotating an audible and visual alarm must operate under all conditions. The alarm must continue to sound until either the ignition is turned on or the parking brake is placed in the applied position. The alarm must continue to sound if the battery master switch is switched off.	YES (Mandatory)	----(Y/N)
8.11.4	An audible alarm must be activated whether the engine is running or stopped, whenever the driver's cabin door is open and/or the driver's seat belt is unbuckled and the park brake is not applied. This alarm must be deactivated by the application of the park brake or the cabin door closed or seat belt buckled.	YES (Mandatory)	----(Y/N)
8.11.5	To avoid bus runaways, with:	YES	
8.11.5.1	A passenger door open;	YES	----(Y/N)
8.11.5.2	The engine either running, or stopped;	YES	----(Y/N)

8.11.5.3	The Bus stationary; and	YES	----(Y/N)
8.11.5.4	The rear axle service brake must automatically apply and remain applied until either the accelerator or brake is depressed.	YES	----(Y/N)
8.11.6	A separate driver operated 'Bus Stop' brake must not be fitted.	YES (Mandatory)	----(Y/N)
8.12	Suspension		
8.12.1	A self-levelling air suspension system must be fitted to each Bus.	YES (Mandatory)	----(Y/N)
8.12.2	The suspension system must permit:	YES (Mandatory)	----(Y/N)
8.12.2.1	'Kneeling' at the front doorway;	YES	----(Y/N)
8.12.2.2	A 'suspension lift' setting to raise the Bus over obstructions.	YES	----(Y/N)
8.12.3	Each Bus must be prevented from moving with the suspension 'kneeling' and must be prevented from 'kneeling' while moving.	YES (Mandatory)	----(Y/N)
8.12.4	Each Bus must be restricted to moving at a speed not exceeding 30 km/h with the suspension in the 'lift' condition. If the 'lift' setting is operated while the Bus is moving at a speed greater than 30 km/h, it must not activate or reactivate until the raise switch is operated.	YES	----(Y/N)
8.12.5	The time to lower each Bus from the normal height to the 'kneeling' height must not exceed eight seconds, and the time to raise the Bus from the 'kneeling' height to the normal height must not exceed eight seconds.	YES	----(Y/N)
8.12.6	The time to raise the Bus from the normal height to the 'lift' height must not exceed eight seconds, and the time to lower the Bus from the 'lift' height to the normal height must not exceed eight seconds.	YES	----(Y/N)
8.12.7	Visual warnings must be provided to alert the driver that the Bus' suspension is either in the 'kneeling' or the 'lift' condition.	YES	----(Y/N)
8.13	Wheels and Tyres		
8.13.1	All wheels are to be fitted with steel rims.	YES (Mandatory)	----(Y/N)
8.13.2	Preferred tyre size is 295/80R 22.5. However, alternatives will be considered.	YES	----(Y/N)
8.13.3	All wheels and tyres must be identical and interchangeable between all wheel positions.	YES (Mandatory)	----(Y/N)
8.14	Instruments and Controls		
8.14.1	A removable 'engine start' key must be fitted or some manufacturer approved engine start system.	YES (Mandatory)	Individual key – not ----(Y/N)
8.14.2	Each bus must be incapable of being started and or driven without the use of the 'engine start' key or some other manufacturer approved engine start system.	YES (Mandatory)	----(Y/N)
8.14.3	All instruments and controls must be clearly identified by means of pictograms and or signs written in the English language.	YES (Mandatory)	----(Y/N)

8.14.4	In the event of only pictograms being supplied for the identification of any warning indicators, a suitable transparent sticker explaining in the English language the meaning of the symbols must be provided and must be fitted to the offside driver's side window.	YES	----(Y/N)
8.14.5	Where an audible warning is provided (e.g. for Bus malfunction, turn indicators, reverse gear, kneeling and lifting, wheelchair ramp operation, etc.) it must be loud enough to attract the driver's attention but not loud enough to cause discomfort or annoyance to passengers and in any event must be less than 85 dbA in cabin area.	YES (Mandatory)	----(Y/N)
8.14.5.1	As an option, notwithstanding the bus may be fitted with an electronic odometer, a hub odometer may be considered, subject to approval by NAMATA.	YES	----(Y/N)
8.15	Exhaust System		
8.15.1	The exhaust system must comprise a stainless steel exhaust pipe from the manifold. Flexible pipe sections must also be used and be made of stainless steel.	YES (Mandatory)	----(Y/N)
8.15.2	The exhaust system must be suitably shrouded to prevent accidental contact with hot surfaces in areas where access is required to perform regular servicing and maintenance.	YES (Mandatory)	----(Y/N)
8.15.3	The Manufacturer must ensure that engine air intake is complying with the chassis manufacturer's recommendation in relation to the required Euro V emission standard. A water trap must be fitted and positioned so that air cannot be heated by close proximity to the exhaust system.	YES (Mandatory)	----(Y/N)
8.15.4	The exhaust outlet must be as near as practical to the rear of the vehicle and discharge rearwards or to the right of the bus either horizontally or no more than 45 degrees downwards and must not extend beyond the perimeter of the bus when viewed in plan view.	YES	----(Y/N)
9.	Electrical System		
9.1	Each Bus must be provided with a 24 volt DC electrical system.	YES (Mandatory)	----(Y/N)
9.2	The battery capacity and alternator output must be sufficient that, with the engine running continually at idle speed, the full output of the air conditioning can be achieved and all interior and exterior lights, as well as ITS and AFC plus ancillary equipment can be on without draining the battery.	YES (Mandatory)	----(Y/N)
9.3	The main battery unit must be mounted in a swing-out or pull out-crate for access and maintenance. The crate and hatch	YES (Mandatory)	– ----(Y/N)

	must lock so as to avoid the crate being left unsecured.		
9.4	A double pole battery isolating switch must be provided adjacent to the batteries to isolate power to the Bus if required.	YES (Mandatory)	----(Y/N)
9.5	A manually operated battery master switch, which may be combined with the 'engine start' switch, must be provided on the driver's instrument panel.	YES (Mandatory)	----(Y/N)
9.6	An Oldham Crompton bus booster socket (part number 6.008.25) or similar interchangeable connector must be fitted but for safety reasons, not on the offside of the bus.	YES (Mandatory)	----(Y/N)
9.7	The main electrical box must be installed inside the Bus.	YES (Mandatory)	----(Y/N)
9.8	The electrical system must be designed such that sensitive electrical equipment such as radios, destination equipment, interior lighting and ticketing equipment are electrically isolated during engine cranking to avoid voltage spikes. Separate circuit breakers shall be installed for CCTV, AFC, VLU with MDT and PID's	YES	----(Y/N)
9.9	All electrical equipment must conform to the requirements of relevant Kenya Bureau of Standards.	YES	----(Y/N)
9.10	The Manufacturer shall wire and install a radio and PA system with 8 speakers. The PA system shall interface with the VLU. The driver microphone shall not have a physical on/off switch. When the PA system is used it shall automatically mute the radio system.	YES	----(Y/N)
9.11	Although the majority of the ITS equipment shall be installed by another contractor, the manufacturer/s shall provide suitable mounting locations and brackets where required.	YES	----(Y/N)
9.12	List of ITS equipment to be installed follows:		
9.12.1	VLU and MDT, this can be 2 separate units or one combined unit [by others].	YES	----(Y/N)
9.12.2	GPS [by others]	YES	----(Y/N)
9.12.3	GPRS communications [by others]	YES	----(Y/N)
9.12.4	Wi-Fi to download/upload data from/to bus [by others]	YES	----(Y/N)
9.12.5	Driver microphone with no physical on/off switch [by bus contractor]	YES	----(Y/N)
9.12.6	Driver speaker of high quality and acoustic properties [by bus contractor]	YES	----(Y/N)
9.12.7	8 or 9 IP cameras with NVR [by others] (7 IP cameras for feeder buses)	YES	----(Y/N)



9.12.8	Driver CCTV display. This display shall be configured to show the door cameras and reverse camera. The NVR shall interface with the gearbox in order to show the reverse camera full screen when the reverse gear is engaged. [by others]	YES	----(Y/N)
9.12.9	Driver duress/panick button [by others]	YES	----(Y/N)
9.12.10	2 Overhead next stop PID's [by others]	YES	----(Y/N)
9.12.11	Traffic signal priority [by others]	YES	----(Y/N)
9.13	The following signals shall be made available to interface with the ITS system;		
9.13.1	Ignition on signal	YES	----(Y/N)
9.13.2	Door signals	YES	----(Y/N)
9.13.3	Odometer signal	YES	----(Y/N)
9.13.4	Driver duress signal	YES	----(Y/N)
9.13.5	Gearbox reverse signal	YES	----(Y/N)
9.13.6	Signal from PA system	YES	----(Y/N)
9.13.7	Destination display signal	YES	----(Y/N)
9.14	The above shall be pre-wired to a terminal block to be installed in the ITS compartment.	YES	----(Y/N)
9.15	Multiplexing – the bus body and chassis must incorporate a multiplex wiring system. Such a system may control all major chassis and body functions such as lighting, air conditioning, safety systems, door systems, public information systems. The system includes an on board management system with driver graphical interface.	YES	----(Y/N)
9.16	On-bus technology equipment shall be provided as part of a separate contract. On- bus technology equipment shall provide driver communications, vehicle tracking, CCTV monitoring of buses, bus priority and potentially passenger counting, vehicle telematics and information to passengers.	YES	----(Y/N)
9.17	The Manufacturer shall work with the chosen Bus Manufacturer/s(s) of on-bus technology equipment to agree appropriate, secure mounting locations for equipment. The Manufacturer shall ensure that equipment is connected to the electrical system. This equipment shall be installed prior to buses entering service and at a location convenient to all parties involved.	YES	----(Y/N)
9.18	The Manufacturer shall provide an appropriate location to mount a bus tracking / automatic vehicle location device. This device shall need to be connected to the battery electrical system so that data can be downloaded and uploaded from the device when the bus is parked overnight and the ignition is not on. It is likely that this device will need to be connected to the odometer and the	YES	----(Y/N)

	Manufacturer shall work with the chosen Bus Manufacturer/s to facilitate this.		
9.19	The Manufacturer shall work with the chosen Bus Manufacturer/s(s) to install GPS and communications antennas as required on the bus. It is likely that these antennas will need to be mounted externally.	YES	----(Y/N)
9.20	There is no requirement for the Manufacturer to provide voice radios for the buses. However, the manufacturer is to provide and install a speaker and boom microphone in a safe and secure location within the driver's cab that the driver can operate hands free. The radio equipment to be connected to this speak and boom microphone is to be provided by another Bus Manufacturer/s.	YES	----(Y/N)
9.21	As the fare system will be closed, no on-board ticketing system is required. However, there may be a future requirement for on-board smartcard validators. The Manufacturer shall propose suitable mounting points near each door and ensure that electrical junction points are installed to accommodate the future installation of these validators.	YES	----(Y/N)
9.22	The Manufacturer shall provide mounting locations for at least five CCTV cameras. The first location will allow CCTV Camera Coverage of the driver and passengers entering by the front door. The second location will allow coverage of passengers entering and exiting by the middle door. The third camera will allow coverage of passengers entering and exiting by the rear door. The fourth location will allow CCTV camera coverage of the entire interior of the front of the bus (in front of the articulation joint). The fifth location will allow CCTV camera coverage of the entire interior of the rear of the bus (behind the articulation joint).	YES	----(Y/N)
9.23	The Manufacturer shall provide a suitable mounting location for CCTV recording equipment, so that CCTV images can be recorded during journeys and downloaded at the depot. The Manufacturer shall provide a mounting location for two overhead next stop passenger information displays. The first display location will be visible to all passengers located in the front part of the bus The second display location will be	YES	----(Y/N)

	visible to all passengers in the rear of the bus		
10	Body		
10.1	General		
10.1.1	The Manufacturer must provide evidence that recognised design and evaluation techniques have been used in the design of the body frame. The materials used in the frame such as: 3CR12; 304 stainless steel; galvanised steel or 6000 series aluminium alloy, must be detailed.	YES (Mandatory)	----(Y/N)
10.1.2	Two skids must be fitted at the front corners of each Bus, and two skids must be fitted at the rear corners of each Bus. Each skid must be securely attached to the chassis or under-frame of each Bus.	YES	----(Y/N)
10.1.3	Suitable protection must be provided allowing for level boarding via boarding bridge at all stations	YES	----(Y/N)
10.1.4	Suitable precautions must be taken to minimise the effects of any collision on the driver, steering and braking controls.	YES	----(Y/N)
10.1.5	Suitable precautions must be taken to minimise the effects of any collision on passengers, particularly including side impacts in the low floor section.	YES	----(Y/N)
10.1.6	Suitable protection must be provided for the rear end units (engine, transmission, radiator etc.) to minimise damage in the event of a rear end collision.	YES	----(Y/N)
10.1.7	The bodies must be constructed so as to allow, as far as possible for repair and maintenance by using quickly replaced 'off the shelf' parts and sub- assemblies.	YES	----(Y/N)
10.1.8	All internal components and trim with any fixings exposed to the interior of the Bus must be fixed using tamper-proof components which are not readily removable without special tools. Acceptable fixings include such items as Allen head screws, and screws with special head designs. Normal slotted screw fixings are not to be permitted.	YES	----(Y/N)
10.1.9	Interior panels must be durable and lightweight and be bonded or mounted with threaded screws or suitable methods to ensure panels do not work loose or rattle. Self-tapping screws are not acceptable.	YES	----(Y/N)
10.1.10	The Manufacturer must ensure that the top corners of the body cross- section are curved rather than having sharp corners, and otherwise designed so as to minimise the damage caused by collision with overhanging branches, canopies, signs etc.	YES	----(Y/N)
10.1.11	The cant panel areas must be capable of being readily repaired or replaced without disturbing the roof centre or adjoining roof sections.	YES	----(Y/N)

10.1.12	The Bus body should be designed to maximise potential advertising space for NAMATA. Specific areas considered suitable for advertising include the rear panels, side panels below the window line, rear engine door, the cant panel area above the passenger windows, and passenger windows themselves. These areas must be free from any unnecessary indentations and protrusions.	YES	----(Y/N)
10.1.13	The Manufacturer will supply and fit both internal and external decals. The decals must be applied by the Manufacturer in accordance with Kenyan Legislation.	YES	----(Y/N)
10.1.13.1	As an option, an unobtrusive Rubbish bin inside the bus near the entry door may be considered subject to approval by NaMATA.	YES	----(Y/N)
10.2	Exterior		
10.2.1	The exterior surfaces of each Bus must be free of protrusions likely to cause injury to pedestrians or Bus occupants.	YES	----(Y/N)
10.2.2	The Manufacturer must ensure that fluids will not penetrate the structure or panelling or the interior of the body whether due to weather or operating conditions, the use of bus washes or other cleaning methods, or by any other means.	YES	----(Y/N)
10.2.3	Exterior panels including roof panels must be durable and lightweight either fibreglass, aluminium or other suitable materials and must be fully segregated below floor / seat rail and only partially segregated above floor / seat rail. All exterior panels must be easily replaceable without disturbing any adjacent panels or window(s).	YES	----(Y/N)
10.2.3.1	As an option, stainless steel side lining trims may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.2.3.2	As an option, heavy duty rub rails may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.2.4	As an option, heavy duty rub rails may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.2.5	The front and rear corner panels must be made up as sub-assemblies and must be easily replaceable without disturbing any adjacent sections.	YES	----(Y/N)
10.2.6	The front and rear bumpers must be made from a material which is durable and lightweight, in three sections and each section must be easily replaceable without disturbing any adjacent sections.	YES	----(Y/N)
10.2.7	Each Bus must be painted using an appropriate automotive paint process in up to 4 colours to meet the required livery (specified separately). The Manufacturer must	YES	----(Y/N)

	ensure that all preparation and painting, is carried out in strict accordance with NAMATA's written instructions and specifications.		
10.2.7.1.	As an option, a more sophisticated paint arrangement than that described in the above item may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.2.8	Where possible the layout of the colour scheme and the provision of joints between parts must permit replaceable panels to be painted in only one colour to assist in the provision of spare parts.	YES	----(Y/N)
10.2.9	On all Buses a stainless steel panel, at least 120 mm in width must be provided below the fuel filler aperture, extending to the bottom edge of the body side panelling.	YES	----(Y/N)
10.2.10	The roof panels shall be designed to prevent water intrusion for the service life of the bus.	YES	----(Y/N)
10.2.11	The bus must be fitted front and rear with heavy duty mud flaps.	YES	----(Y/N)
10.2.11.1	As an option, rubber wheel arch mouldings may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.2.11.2	As an option, lift-up wheel arch panels may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.2.11.3	As an option, spray arrestors may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.3	Floor, Steps and Floor Edges The floor area from the front door to just in front of the rear axle must be flat. This naturally includes the floor area in front of the 1 <sup>st</sup> door on the righthand side. Roof height must be at least 1900mm. The raised floor section above the rear axle leads to the 2 <sup>nd</sup> door on the righthand side. A minimum of 2 steps are required to step up to the area above the axle at the rear of the bus. This area must allow for standing passengers.		----(Y/N)
10.3.1	The floor must be covered in an appropriate, durable, lightweight and non- slip flooring material and all joints must be welded and or fully sealed to prevent water ingress. The front entry area to the point no further forward than the rearmost point in the entry door must be covered in a contrasting colour. A contrasting colour must also be used in the rear door opening area.	YES	----(Y/N)
10.3.2	The disabled access areas must be highlighted by contrasting yellow coloured flooring.	YES	----(Y/N)
10.3.3	Each front entry floor area must have one set of 70 mm yellow 'No Standing Area' lettering.	YES	----(Y/N)
10.3.4	The floor structure and flooring material must be impervious to moisture penetration. The	YES	----(Y/N)

	floor structure will be warranted for 10 years and the floor covering (vinyl) will be warranted for 5 years.		
10.3.5	The floor profile must be designed to eliminate pooling of water when the Bus is parked on a level surface.	YES	----(Y/N)
10.3.6	The floor covering must continue up the sides of the Bus as far as the underside of the body side seat rails.	YES	----(Y/N)
10.3.7	Sharp corners, both horizontal and vertical, must be avoided.	YES	----(Y/N)
10.3.8	All step and platform edges must be fitted with contrasting edging mounted in an aluminium/durable plastic step edge strip.	YES	----(Y/N)
10.4	Passenger Door		
10.4.1	Doors will be fitted with locks unless specifically requested to be omitted.	YES	----(Y/N)
10.4.2	The front and rear doors must be two-leaf inward opening, with full depth glazing.	YES	----(Y/N)
10.4.3	All doors should have crush protection devices (leading & possibly trailing edge sensors, depending on design) which ensures the safety of passengers. Should the edge sensor be activated then the door should reverse, and a warning sounded.	YES	----(Y/N)
10.5	Glazing		
10.5.1	All side windows including the emergency exits must be made from toughened grey coloured glass with 70% light transmission, except that the glass covering any external destination indicator or display must be separate from the other windows and must not be tinted.	YES	----(Y/N)
10.5.1.1	As an option, extra-dark, tinted windows may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.5.2	Two emergency exit windows must be fitted with fixed grey coloured toughened glass, with 48% light transmission. The rear window shall be the main emergency exit window with the manufacturer to specify the second window location with both emergency windows clearly demarcated as such.	YES	----(Y/N)
10.5.3	All side windows, rear windows and door glass excluding the emergency exit windows, must be fitted with a replaceable internal film. The film must be clear and must be easily replaceable. The film must be designed to protect the window glass from scratching and vandalism, must provide the window glass with additional impact protection and reduce the heat transfer into the driver and passenger compartments. The film must ensure that the glass remains intact in the event of glass	YES	----(Y/N)

	breakage, whilst not inhibiting emergency access.		
10.5.4	Side passenger windows may be bonded, rubbered in or combinations of those systems.	YES	----(Y/N)
10.5.5	As an option, and notwithstanding 8.15.15, driver lockable hopper windows may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.5.6	For bonded passenger windows, the windows must be able to be replaced without the need to reinstate corrosion protective coating on the bus body frame.	YES	----(Y/N)
10.5.7	The minimum number of 'Break Glass' hammers must be provided together with suitable markings, for use as emergency exits.	YES	----(Y/N)
10.5.8	'Break Glass' hammers must be retained with high tensile heavy-duty wiring and must activate an audible and visible alarm when removed from their mounting. For emergency use, a spare loose hammer is to be provided in the driver's cab.	YES	----(Y/N)
10.5.9	The windscreen preferably is to be a one-piece laminated glass screen, XIR type or equivalent with a heat film. Alternatives of split screen, and rubbered in mounting are acceptable.	YES	----(Y/N)
10.5.10	Where fitted, the rear window must be one-piece flat toughened glass.	YES	----(Y/N)
10.5.11	A nearside front corner 'peep screen' must be provided between the windscreen and the front doors, dimensioned so as to provide vision of a one metre high person standing immediately adjacent to the window.	YES	----(Y/N)
10.5.12	Glazed modesty panels must be provided at the rear of the front doorway. They must be arranged so as to prevent passengers from trapping their fingers in the doors.	YES	----(Y/N)
10.5.12.1	As an option, stainless steel kick panels on the lower section of the modesty panel may be considered subject to approval by NaMATA.	YES	----(Y/N)
10.5.13	The manufacturer shall warrant all glazing and bonding for a minimum period of 5 years.	YES	----(Y/N)
10.5.14	The driver's side window is to fitted with an impact film or be of laminated glass.	YES	----(Y/N)
10.5.14.1	As an option, a single sliding and single fixed panel may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.5.14.2	As an option, a porthole style window may be considered, subject to approval by NaMATA.	YES	----(Y/N)
10.6	Windscreen Wipers and Washer		
10.6.1	Large 'fold over' windscreen wipers must be fitted, and they must incorporate variable intermittent, normal and fast speeds.	YES	----(Y/N)
10.6.2	Windscreen washers must be mounted on the windscreen wipers so that they move across the screen with the wipers, with a minimum holding container Capacity of five litres.	YES	----(Y/N)

10.6.3	The wiper motor and linkages must be easily accessible for inspection and maintenance.	YES	----(Y/N)
10.7	Body Insulation		
10.7.1	The body sides and roof of each Bus must be fitted with suitable thermal insulation.	YES	----(Y/N)
10.7.2	The thermal insulation must be incapable of absorbing moisture.	YES	----(Y/N)
10.7.3	The underside of the floor behind the rear axle must be fitted with suitable heat insulation, noise absorption and noise insulation material.	YES	----(Y/N)
10.8	Handrails, Stanchions and Bell Pushes		
10.8.1	The handrails and stanchions must conform to the Universal access requirements. Particular attention is to be paid to ensuring passengers can safely find handrails in the accessible area and in the vicinity of the driver's cabin and door areas.	YES	----(Y/N)
10.8.2	All handrails and stanchions must be manufactured from powder coated stainless steel, with matching clamps and fixings. The hand rails should provide sufficient tonal contrast with the background against which they are viewed. As a safety feature, this degree of contrast should be 70%.	YES	----(Y/N)
10.8.2.1	As an option, coloured handrails in any suitable material may be considered, subject to approval by NaMATA .	YES	----(Y/N)
10.8.3	Longitudinal overhead handrails must be fitted on both sides of the gangway, with moulded individual hanging straps for standing passengers. The hanging straps must be securely fixed longitudinally.	YES	----(Y/N)
10.8.4	Longitudinal handrails must be fitted to the interior body sides between any pairs of facing seats. Handrails are required either side of the doors to assist with boarding and exiting the vehicle	YES	----(Y/N)
10.8.5	Suitable transverse handrails must be provided on each bulkhead or screen ahead of any forward facing seats.	YES	----(Y/N)
10.8.6	Hanging straps, referred to in clause 10.8.3, must be installed in each Bus in accordance with standing capacity. Seat mounted grips must be aisle side mounted. The hanging straps mounted to the longitudinal hand rails must equate to a minimum of 65% of the total standing capacity.	YES	----(Y/N)
10.8.7	Palm-type bell pushes must be fitted to all stanchions adjacent to seats.	YES	----(Y/N)
10.8.8	Operation of any bell push must activate a bus Stopping Sign, which has an audible and visual warning for the driver, mounted at the	YES	----(Y/N)



	front of the Bus, to illuminate until the door is opened.		
10.8.8.1	As an option, a second bus Stopping Sign may be considered, subject to approval by NAMATA.	YES	----(Y/N)
10.8.9	A palm type button (with Universal Access markings) within reach of a person in the wheelchair position. This button should activate a slightly different tone, and warning light in the driver's compartment, so the driver is aware that a person in that position potentially needs assistance.	YES	----(Y/N)
10.8.10	The nearside and offside bell push circuits must be completely separated in the event of failure.	YES	----(Y/N)
10.9	Seats		
10.9.1	Except for folding seats in the wheelchair area and seats in the rear deck area, seats must be cantilevered from the sides. In addition to the cantilevered support, under seat support can be provided for at the outer (isle side) seats. Floor mounted seats with vertical leg are permitted in the low floor areas.	YES	----(Y/N)
10.9.2	Seats must be roll top type seats with a vandal-resistant frames and backs. Full size cushions and squabs must be provided and must be easily removable for repair and replacement.	YES	----(Y/N)
10.9.2.1	As an option, modular seating may be considered, subject to approval by NAMATA.	YES	----(Y/N)
10.9.2.2	As an option, stainless steel backs for nominated or all rows may be considered, subject to approval by NAMATA.	YES	----(Y/N)
10.9.3	Continuous seat rails must be incorporated in the body sides.	YES	----(Y/N)
10.9.4	A moulded padded grab rail or suitable alternative must be fitted to the top of each seat back (except for the rearmost row of seats).	YES	----(Y/N)
10.9.5	All passenger seats must be trimmed in PVC vinyl or wool over foam upholstery, or acceptable alternative.	YES	----(Y/N)
10.9.6	The driver's seat must be trimmed in wool upholstery, or acceptable alternative.	YES	----(Y/N)
10.9.7	Particular attention must be paid to ensuring high levels of comfort for seated passengers, including seat padding and adequate knee and leg room.	YES	----(Y/N)
10.9.8	All folding seats, when deployed, must meet the same mounting, strength and impact requirements as the fixed seats.	YES	----(Y/N)
10.9.9	All folding seats must be able to be deployed in both the raised and lowered positions, and where possible an armrest must divide each seating position when the seats are deployed in the lowered position.	YES	----(Y/N)

10.9.10	The rear row of seats must be hinged or similar to allow for ready replacement of cushions and seat shells and for cleaning behind the seats.	YES	----(Y/N)
10.9.11	Provision should be made for “priority seating” for passengers with disabilities. These should be carefully selected, in an accessible position, and potentially having slightly more space (for guide dogs, etc.)	YES	----(Y/N)
10.9.12	Two front wheel arch rests are to be fitted.	YES	----(Y/N)
10.10	Luggage Capacity		
10.10.1	A luggage rack must be provided.	YES	----(Y/N)
10.10.2	The design of the rack must prevent small items from rolling out. The aisle face of the rack is to be open to allow large items to be easily lifted out.	YES	----(Y/N)
10.10.3	Where luggage could come into contact with any window(s), suitable protection bars must be fixed to the body side to prevent damage to the window(s).	YES	----(Y/N)
10.10.4	Any luggage rack bars located adjacent to passenger seating positions must be fitted with suitable padding.	YES	----(Y/N)
10.10.5	Luggage areas are to be provided as per Clause 10.10.1 as well as in additional areas. These additional areas must be nominated in any design proposals issued for NAMATA’s review.	YES	----(Y/N)
10.11	Rear Vision Mirrors		
10.11.1	The nearside exterior rear facing mirror must be a heated electrically adjusted convex mirror mounted forward of the entrance doors and visible through the swept area of the windscreen, in accordance with current standard. In the event of an impact, all components must be separately replaceable and the mirror head must be mounted independently from the mounting bracket. Shear bolts are to be used to mount the mirror brackets to minimise damage to the frame in the case of an accident. The lower edge of the mirror must be no less than 2.1 metres from the ground with the Bus standing on level ground and at normal height.	YES	----(Y/N)
10.11.2	The offside exterior rear facing mirror must be a heated electronically- adjusted flat mirror, visible through the driver’s side window.	YES	----(Y/N)
10.11.3	External mirrors must be mounted on ‘knock-back’ arms that will move backwards in the event of impact.	YES	----(Y/N)
10.11.4	External mirror brackets must be mounted onto the body so as to minimise the possibility of the bracket detaching from the body.	YES	----(Y/N)

10.11.5	Interior mirrors must be in accordance with the specified standards and must comprise a large centre-mounted convex mirror at the top of the windscreen.	YES	----(Y/N)
10.11.6	A convex header mounted mirror must be provided on the near side to provide the driver with a view of the wheel chair area and the area behind the driver's cabin.	YES	----(Y/N)
10.11.7	It must not be necessary to move or adjust any interior mirrors to open any interior service doors or hatches (e.g. for destination or door equipment servicing).	YES	----(Y/N)
10.11.8	All mirror mountings must be designed to minimise vibration to the mirror head.	YES	----(Y/N)
10.12	Interior Lighting		
10.12.1	The interior lighting may be fluorescent or LED and covered by diffusers.		----(Y/N)
10.12.2	The layout must include lighting in each body bay, including the rearmost bay. In addition, with the exception of the front doorway, the layout must include an additional light mounted over the doorway (i.e. there must be two lights in each door bay), which must be illuminated whenever the interior lighting is switched on.	YES	----(Y/N)
10.12.3	No more than two screws or other similar fastenings must be needed to be removed to replace a lighting element.	YES	----(Y/N)
10.12.4	A separate driver's cab light must be fitted, illuminating the cab and the cash tray. This light must be activated whenever the front doors are open, and must also be operable at all other times by means of a separate switch. This light must not be fluorescent.	YES	----(Y/N)
10.12.5	A document reading light must be provided in the drivers' cabin area and must be independently switched at all times.	YES	----(Y/N)
10.12.6	Interior lighting must be so designed as to minimise reflections on the front windscreen and side windows adjacent to the driver.	YES	----(Y/N)
10.12.7	Two lights must be provided in the engine compartment.	YES	----(Y/N)
10.13	Exterior Lighting		
10.13.1	Exterior lighting at the front must comprise two headlights, two park (or side lights), two front marker lights, two side turn indicators and two School Bus Flashing Lights, in accordance with the specified requirements.	YES	----(Y/N)
10.13.2	All exterior registration plate, marker, indicator, school, stop and tail lights must be of the LED type.	YES	----(Y/N)
10.13.3	Exterior lighting at the rear must comprise two stop lights, two tail lights, two marker lights, two side turn indicators, two reversing lights and two School Bus Flashing Lights. An additional high mounted stop, tail and side turn light must be fitted at each side of the	YES	----(Y/N)

	rear window, wired so as to operate in conjunction with the other rear lights.		
10.13.4	Exterior lighting and reflectors at the sides must be in accordance with the specified requirements. Notwithstanding, a side turn and marker light must be located as close as possible to each wheel arch to assist the driver when turning.	YES	----(Y/N)
10.13.5	A fully waterproof external light must be provided adjacent to the entrance doorway, arranged so as to clearly illuminate the lowest door step edge, and also the kerb, pavement or road surface for at least 500 mm beyond the step edge and for at least the full width of the doorway. The light may be LED or other suitable form but must only illuminate when the respective doors are opened and the interior lights are on, and must be extinguished when the respective doors are closed.	YES	----(Y/N)
10.14	Driver Compartment		
10.14.1	The driver's cab must incorporate:		
10.14.2	A fixed spring suspension/air adjustable, driver's seat, including a head rest and adjustable lumbar support, suitable for drivers ranging from the 5th percentile female to the 95th percentile male up to 150kg. A fixed seat is acceptable.	YES	----(Y/N)
10.14.3	As an option, in the above item, mechanical lumbar adjustment may be considered subject to approval by NAMATA.	YES	----(Y/N)
10.14.4	As an option, in the above item, a non-swivelling, mechanical suspension, mechanical lumbar adjusting seat may be considered subject to approval by NAMATA.	YES	----(Y/N)
10.14.5	An adjustable blind mounted ahead of the driver to cover three quarters of the screen width. An optional electric blind may be considered.	YES	----(Y/N)
10.14.6	An adjustable blind mounted to the right of the driver.	YES	----(Y/N)
10.14.7	A driver's coat hook and broom clip.	YES	----(Y/N)
10.14.8	A personal driver's locker and sufficient lockable space to house service equipment accessible by operational staff.	YES	----(Y/N)
10.14.9	A fire extinguisher to be selected and located in compliance with the specified standards. The minimum requirement is for a 2A:20B fire extinguisher fitted with a hose, located in a position as to be readily available. As an option, other fire suppression devices may be considered, subject to approval by NAMATA.	YES	----(Y/N)
10.14.10	A document holder capable of holding laminated A4 size documents.	YES	----(Y/N)

10.14.11	An inclined foot rest for the driver's left foot incorporating the emergency radio alarm switch and a 2nd switch in a convenient location. As an option, a third switch may be provided, subject to approval by NAMATA.	YES	----(Y/N)
10.14.12	As an option, the emergency alarm may incorporate bus horn and headlight flashing functions, subject to approval by NAMATA.	YES	----(Y/N)
10.14.13	A cup holder arranged so as to minimise the risk of accidental spillage of any fluids over the driver, passengers or equipment.	YES	----(Y/N)
10.14.14	The dash console must give fingertip control of all switches and controls.	YES	----(Y/N)
10.14.15	The driver's dash is to be designed to be incorporated in a dash riser which has removable panels fitted as required to provide access to components.	YES	----(Y/N)
10.14.16	The driver should be able to access the cab through the left hand side passenger door, and should be able to open it from the outside.	YES	----(Y/N)
10.15	Heating and Ventilation		
10.15.1	Each Bus must be fitted with a fully automatic 'heat-cool' air conditioning system. The system must be designed to maximise passenger and driver comfort.	YES	----(Y/N)
10.15.1.1	As an option, multiple air-conditioning units and compressors may be provided, subject to approval by NAMATA.	YES	----(Y/N)
10.15.1.2	As an option, alternative low maintenance compressor options may be provided, subject to approval by NAMATA.	YES	----(Y/N)
10.15.1.3	As an option, supplementary saloon heaters may be considered, subject to approval by NAMATA.	YES	----(Y/N)
10.15.2	When in the cooling mode, the system must be capable of cooling the Bus interior to 22 degrees C under fully laden conditions at all times.	YES	----(Y/N)
10.15.3	The temperature requirements must be capable of subsequent adjustment by the Manufacturer should service experience require it.	YES	----(Y/N)
10.15.4	Relative humidity inside the Bus must normally be around 50% but must not exceed 70% at any time.	YES	----(Y/N)
10.15.5	When in the heating mode, the system must be capable of maintaining an interior temperature of at least 22 degrees C once the engine is warmed up under fully laden conditions at all times when the outside temperature is 2 degrees C or above.	YES	----(Y/N)
10.15.6	The system must incorporate a minimum of 10% fresh air at all times.	YES	----(Y/N)
10.15.7	Driver's controls must be limited to an 'on-off' switch, and temperature adjustment control only, the system must be fully	YES	----(Y/N)

	automatic in operation and may incorporate a temperature display adjacent to this switch.		
10.15.8	The ventilation system must provide an even distribution of controlled air throughout the passenger area and provide the driver with sufficient airflow so as to maintain comfort levels.	YES	----(Y/N)
10.15.9	The controlled air supply to the driver's cabin shall also be provided with a boost fan to allow the driver to control air-conditioned air flow rates independent of the main ventilation fans, if required.	YES	----(Y/N)
10.15.10	A fault light must be incorporated to illuminate whenever there is a fault in the system. A comprehensive warning light panel, which also includes an indication of when the compressor is operating, must be provided in a locked area of the Bus (e.g. inside the recirculating grille), accessible to maintenance staff.	YES	----(Y/N)
10.15.11	The air conditioning system should be integrated with a multiplexed on board computer arranged to allow for subsequent re-programming of operating parameters.	YES	----(Y/N)
10.15.12	As an option, a separate data logger for the air-conditioning may be considered, subject to approval by NAMATA. If fitted, the system may record its performance (including, but not limited to, interior and exterior temperatures) and faults over a minimum period of one week, and be capable of downloading this information to a recording device.	YES	----(Y/N)
10.15.13	The ventilation fans must be electronically controlled so as to maintain passenger comfort. In heat mode the fans must only operate when the engine is at operating temperature and sufficient heat is available to heat the passenger compartment if required.	YES	----(Y/N)
10.15.14	In the event of failure of the air conditioning equipment, the ventilation fans must continue to operate to ensure continued ventilation of the interior of the Bus.	YES	----(Y/N)
10.15.15	The system is to incorporate an air distribution system that uses fixed grilles or slots in the passenger area. No air must flow directly onto passengers' heads. Three individual adjustable vents must be provided for the driver, designed so that small objects (rubbish) cannot be pushed into the vents.	YES	----(Y/N)
10.15.15.1	As an option, variable vents for the air-conditioning in the passenger area may be considered, subject to approval by NAMATA.	YES	----(Y/N)

10.15.16	The system must be designed to provide demisting of the windscreen and all side windows.	YES	----(Y/N)
10.15.17	The system must be inhibited so that, even if the control switch is in the 'on position, the compressor and fans must not start until thirty seconds after the engine is started. This is to avoid the engine being started on load.	YES	----(Y/N)
10.15.18	All air must be filtered, and filters must be easily removable for cleaning.	YES	----(Y/N)
10.15.19	Condensate must not precipitate or collect on any interior surface of the Bus.	YES	----(Y/N)
10.15.20	The roof mounted air conditioning equipment and or pods must be sealed so that no water, from weather conditions, bus washes or any other cause penetrates the interior of the Bus or contracts any structural members or internal panel surfaces or voids.	YES	----(Y/N)
10.15.21	A separate heating, windscreen demisting and driver's ventilation system must be provided at the front of each Bus, using fresh air. To reduce the ingress of traffic fumes, the fresh air must be drawn into the demisting system from the exterior of the bus. This system must also demist the front nearside 'peep screen' and the front leaf of the front door and must heat the driver's cabin and driver's feet area. Temperature control must be provided for the driver by means of a rotating switch. (A cable operated 'push-pull' valve is not acceptable). The system must incorporate a two- speed fan.	YES	----(Y/N)
10.15.22	The Manufacturer must design the air conditioning system functions to operate in the conditions as outlined in this document.	YES	----(Y/N)
10.15.23	The air conditioning system will not be operational when the alternator is not charging. A warning light will activate when the air conditioning system in not working.	YES	----(Y/N)
10.16	Roof Hatches and Vents		
10.16.1	The Buses must be fitted with two manually operated, non-transparent, lift-up roof hatches.	YES	----(Y/N)
10.16.1.1	As an option, deletion of roof hatches may be considered, subject to approval by NAMATA.	YES	----(Y/N)
10.16.1.2	As an option, one roof hatch may be considered, subject to approval by NAMATA.	YES	----(Y/N)
10.16.1.3	As an option, three roof hatches may be considered, subject to approval NAMATA.	YES	----(Y/N)
10.16.2	The roof hatches where fitted must be capable of use as emergency exits, in accordance with the specified requirements, and for provision of emergency ventilation.	YES	----(Y/N)
10.16.3	The handles of the roof hatches must be operable by adult passengers in an	YES	----(Y/N)

	emergency. Including passengers with disabilities, thus the operating mechanisms must be easy to use, and the hatch must allow a person with a disability to exit through it.		
10.16.4	The Manufacturer must ensure that each roof hatch and its components is sealed so that no water, from weather conditions, bus washes or any other cause, is able to penetrate the interior of the Bus or contact any structural members or internal panel surfaces or voids.	YES	----(Y/N)
10.17	Destination Equipment		
10.17.1	Buses must be fitted with yellow on black electronic dot matrix destination indicators or LED yellow type indicators, fitted to the front, nearside and rear.	YES	----(Y/N)
10.17.2	The front unit must be composed of a 96 or 98 x 16 matrix of 14 or 15 mm diameter pixels or equivalent technology, and must be capable of displaying three large route number digits and one large or two small lines of text. The text must be shown as part screen or full screen or a mixture of both. The text must also scroll with variable timing.	YES	----(Y/N)
10.17.3	The side unit must be composed of a 96 or 98 x 16 matrix of 9 or 10 mm diameter pixels or equivalent technology, and must be capable of displaying three large route number digits and one large or two small lines of text.	YES	----(Y/N)
10.17.4	The rear unit must be composed of a 24 or 28 x 16 matrix of 14 or 15 mm diameter pixels or equivalent technology and must be capable of displaying three large route numbers and an alpha character.	YES	----(Y/N)
10.17.5	Each destination unit must be legible from angles up to 150 deg in all directions.	YES	----(Y/N)
10.17.6	The destination equipment controller must be capable of storing at least 2000 separate displays and must be updated by means of a smart card or USB connection.	YES	----(Y/N)
10.17.7	White LED's must be used to illuminate the destination dot matrix displays and must be easily accessible. LED type indicators must be self- illuminated.	YES	----(Y/N)
10.17.8	Special attention must be given to providing good access to the destination units for maintenance and repair. Each unit must be hinged and able to swing back by 90 degrees when released without the need to remove any other equipment.	YES	----(Y/N)
10.17.9	All destination equipment must conform to the Universal Access Standards for Accessible Public Transport.	YES	----(Y/N)
10.17.10	The programming software must be GUI based and must enable easy programming and modifications to the destination lists during programming. The software must emulate on	YES	----(Y/N)



	screen what will be seen on the bus destination signs.		
10.17.11	The destination control panel inside each Bus must mimic in real time on the screen what is displayed in the destination sign.	YES	----(Y/N)
10.17.12	The warranty period for all destination sign components must be for a minimum period of ten years.	YES	----(Y/N)
10.17.13	Destination displays shall interface with the ITS system in order to be configured by an external source.	YES	----(Y/N)
10.18	Security Video Camera		
10.18.1	A suitable housing must be mounted for a set of video cameras for on board monitoring of.	YES	----(Y/N)
11	Provisions for passengers with disabilities		
11.1	Each Bus must comply with the Universal Access Accessible Public Transport Disability standards relating to passengers with disabilities.	YES	----(Y/N)
11.2	Each Bus must have access for wheelchairs through the front/middle doorways and the preferred layout is for a flat floor, other than where wheel arches intrude, from the front entrance through to the rear pillar of the centre door if fitted.	YES	----(Y/N)
11.2.1	As an option, ramping of the floor in the vicinity of the centre door may be considered, subject to approval by NAMATA.	YES	----(Y/N)
11.3	Each bus must have (single) dual purpose a dedicated wheelchair space at the front doors with deployable seating and wheelchair support (ironing board) in order to maximise seating capacity when wheelchairs are not being carried.	YES	----(Y/N)
11.4	2 single dual-purpose wheelchair space allocation for the 12m standard buses will be required on all 12m buses.	YES	----(Y/N)
11.5	There needs to be sufficient space (850mm) clear from the doorway to the wheelchair positions.	YES	----(Y/N)
11.6	Each Bus must be fitted with a driver automated level boarding bridge and must be fitted with an electronic warning system which activates when the bridge is deployed.	YES	----(Y/N)
11.7	An electronic voice system has to be installed for door operations providing clear audible notification when bus doors are opened and closed.	YES	----(Y/N)
11.8	The level boarding bridge must be manufactured from suitable materials so as to minimise weight and maximise durability. The level board bridge must be designed to ensure easy access and usage for the operator and with minimal operator effort required.	YES	----(Y/N)

11.9	Where the level boarding bridge is fitted, illuminated amber 'Ramp Out' sign must be mounted over the doorway equipped with a wheelchair ramp. This sign must be illuminated only when the level boarding bridge is fully extended and the doors are open.	YES	----(Y/N)
11.10	The boarding bridge must be interconnected into each Bus' door safety systems. The safety interlocks must be activated when the level boarding bridge is in use and the front doors must not be able to be closed with the level boarding bridge deployed.	YES	----(Y/N)
11.11	The opening and closing of doors should not be allowed to be activated without the deployment of the boarding bridge first.	YES	----(Y/N)
11.12	The boarding bridge must be designed to minimise any lip intrusion at either end of the ramp.	YES	----(Y/N)
11.13	The single wheelchair space will include an "ironing board" backrest per area or seat belts and retaining straps for forward spacing wheelchair spaces.	YES	----(Y/N)
12	Corrosion Protection		
12.1	All materials used in the construction of each Bus must be suitably protected from structural corrosion so as to allow each Bus to operate for a minimum of 15 years with no repairs to any corroded structural member.	YES	----(Y/N)
12.2	Corrosion is defined as the electrolytic and or chemical degradation of any component which affects the structural integrity, safety or the economic Bus life.	YES	----(Y/N)
12.3	The vehicle must be designed to prevent electrolytic corrosion between dissimilar metals used in the construction of each Bus so as to allow each Bus to operate for 15 years with no major repairs to any corroded structural member.	YES	----(Y/N)
12.4	Suitable drainage and ventilation systems must be provided to prevent accumulation or retention of fluids within the Bus structure or panelling.	YES	----(Y/N)
12.5	All closed steel section members, other than stainless steel, must be injected with a suitable corrosion inhibitor.	YES	----(Y/N)
12.6	All coatings, corrosion inhibiting compounds, sealants and adhesives must be used in strict accordance with manufacturers' written instructions or specifications. All coatings and associated materials must be of such a generic nature that they do not represent	YES	----(Y/N)

	undue risk to operator's health when used in accordance with manufacturer's procedures.		
12.7	The chassis and underside of the body, and all associated equipment, must be designed to resist damage and corrosion caused by the use of high-pressure water cleaning and steam equipment, using detergents.	YES	----(Y/N)
12.8	The entire chassis, body and associated equipment must be sufficiently corrosion resistant to withstand regular automated washing using recycled washing water.	YES	----(Y/N)
13	Spare Parts		
13.1	Chassis and body spare parts must be generally available ex-stock within 24 hours to any site within the NAMATA's operating area.	YES	----(Y/N)
13.2	The Manufacturer must provide copies of its catalogue of spare parts. The catalogue must include parts description and part number. Any updates to the catalogue must be made available to operators.	YES	----(Y/N)
14	Service and Training		
14.1	The Manufacturer must provide suitable and sufficient service and repair capabilities within the NAMATA's operating area. Such capabilities must be provided for both the chassis and the body and will be available from the date of delivery of the first Bus.	YES	----(Y/N)
14.2	During the warranty periods, the Manufacturer must provide sufficient staff and facilities to enable, as a minimum, an inspection of any service problem affecting either the chassis or the body in a timely manner of any service problem becoming apparent.	YES	----(Y/N)
14.3	Full service, maintenance and workshop information, and spare parts lists, must be provided by the Manufacturer before the first Bus is delivered (to the operator). All information, manuals and drawings must be written in the English language.	YES	----(Y/N)
14.4	The Manufacturer must also provide the bus operator with all OEM documentation, which includes but is not limited to all instructions, manuals, service, maintenance and repair bulletins, information instructions or similar, training materials and other documentation to be prepared by the Manufacturer to enable the operator to operate and maintain the Buses in accordance with the manufacturers guidelines. These documents must be	YES	----(Y/N)

	provided in a manner that is auditable and understood by both the operator and manufacturer.		
15	Testing and Acceptance		
15.1	NAMATA may test, examine, measure or take such other action as is necessary to determine whether the Bus/es are in accordance with this document and any other mutually agreed documentation considered and agreed as appropriate between the bus operator and the manufacturer, which will include on road performance testing as part of the acceptance process.	YES	----(Y/N)
15.2	As a condition precedent to Acceptance for each Bus:	YES	----(Y/N)
15.3	A letter outlining the compliance (and non-compliance) to this document must be issued by the Manufacturer.	YES	----(Y/N)
15.4	The Manufacturer must provide NAMATA with:	YES	----(Y/N)
15.4.1	A weighbridge ticket;	YES	----(Y/N)
15.4.2	A set of signed pre-delivery checklists (covering, as a minimum, the requirements for the chassis, transmission, body, air conditioning and destination equipment as described in the Technical Specification); and	YES	----(Y/N)
15.4.3	A set of wheel alignment figures for each Bus.	YES	----(Y/N)
15.5	All safety systems for each Bus, including but not limited to the door safety system must be fully commissioned and certified by the Manufacturer as complying with the requirements of the Technical Specification;	YES	----(Y/N)
15.6	Each Bus must be fuelled to at least 25% of its full rated capacity.	YES	----(Y/N)
16	Operational Life		
16.1	The Manufacturer acknowledges that:		
16.1.1	It will take all reasonable steps in the design of the Buses and their production processes so as to provide a Bus designed to withstand the dynamic and operational loads imposed on it during normal operations for a service life of 20 years commencing from the relevant Date of Acceptance and on the basis that the Buses travel an average of 60,000 kilometres per year for 20 years and provided the Buses are serviced and maintained in accordance with the OEM Documentation;	YES	----(Y/N)
16.1.2	Each chassis frame is designed to withstand the dynamic and operational loads imposed on it during normal operations for twenty (20) years commencing from the relevant Date of Acceptance, provided that maintenance has been carried out generally in accordance with the OEM Documentation.	YES	----(Y/N)

16.1.3	The destination equipment is designed to remain operational and fit for its intended purpose in accordance with the requirements of the Contract of Sale for a minimum period of ten (10) years for replacement parts from the Date of Acceptance of the relevant Bus;	YES	----(Y/N)
16.1.4	The body frame will not fail due to corrosion and will remain operational and fit for its intended purpose in accordance with the requirements of the Contract of Sale for a minimum period of ten (15) years from the Date of Acceptance of the relevant Bus;	YES	----(Y/N)
16.1.5	The body frame will not fail due to structural deficiencies or problems and will remain operational and fit for its intended purpose in accordance with the requirements of the Contract of Sale for a minimum period of fifteen (15) years from the Date of Acceptance of the relevant Bus; and	YES	----(Y/N)
16.1.6	Spare parts will be available for all Goods for a period of not less than fifteen (15) years from the Date of Acceptance of the last bus to achieve Acceptance. Where advances in technology (particularly regarding, but not limited to, electrical and electronic equipment) make provision of identical spare parts impractical, the Manufacturer guarantees that replacement non-identical spare parts will be interchangeable and will not degrade the performance or life of the Buses.	YES	----(Y/N)
16.1.7	Where used in this clause a "failure" means any incident, malfunction, intermittent condition or failure of any component or piece of equipment, in relation to a Bus for which the Manufacturer is responsible, and which requires passengers, or if no passengers are on the Bus, would require passengers to be transferred to another Bus to complete their journeys.	YES	----(Y/N)
16.1.8	For the avoidance of doubt, and without limiting the above paragraph, a failure does not include failures in relation to a Bus resulting from deliberate abuse, mishandling, improper storage, accidental damage or failure or malfunction of additional equipment not provided by the Manufacturer such as radio and automatic fare collection equipment (unless caused by the Manufacturer).	YES	----(Y/N)
17	Warranty		
17.1	The vehicle warranty (all components) will be as per the manufacturer's standard warranty terms and conditions and as laid out in their warranty manual/policy.	YES	----(Y/N)

17.2	The vehicle warranty shall stipulate all inclusions and exclusions and shall be submitted with their respective bid.	YES	----(Y/N)
17.3	The warranty period shall be for a minimum of 120 000km linked to the maintenance plan over 24 months.	YES	----(Y/N)

## SECTION VI - STANDARD FORMS

### Notes on the sample Forms

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

**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_  
[name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_



**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between  
[name of Procurement entity] of [country of Procurement entity]  
(hereinafter called “the Procuring entity”) of the one part and  
[name of tenderer] of [city and country of tenderer] (hereinafter called  
“the tenderer”) of the other part:

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

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:-

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

## CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

### *Part 1 – General:*

Business Name .....

Location of business premises. ....

Plot No..... Street/Road .....

Postal Address ..... Tel No. .... E mail .....

Nature of Business ,.....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs. ....

Name of your bankers ..... Branch .....

### Part 2 (a) – Sole Proprietor

Your name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details .....

### Part 2 (b) Partnership

Given details of partners as follows:

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

### Part 2 (c) – Registered Company Private or Public

.....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5 .....	.....	.....	.....

Date ..... Seal/Signature of Candidate .....

**TENDER SECURITY FORM**

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

THE CONDITIONS of this obligation are:-

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

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

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

\_\_\_\_\_  
[signature of the bank]

**PERFORMANCE SECURITY FORM**

To .....  
*[name of Procuring entity]*

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

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**AUTHORIZATION FORM**

To        *[name of the Procuring entity]* .....

WHEREAS .....

*[Name of the principal]*

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

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

---

*[Signature for and on behalf of the principal]*

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

## MASTER OPERATING LEASE AGREEMENT

Ref. No. \_\_\_\_\_

**THIS MASTER OPERATING LEASE AGREEMENT** is made on the.....day of ..... between ....., a limited liability company incorporated under the laws of Kenya of .....(hereinafter referred to as “the **Lessor**” which expression shall where the context so admits include its successors and assigns) of the one part and **NAIROBI METROPOLITAN AREA TRANSPORT AUTHORITY (NAMATA)** of P,O Box 30117-00100, Nairobi (hereinafter referred to as “the **Lessee** “which expression shall where the context so admits include its successors and assigns) of the second part.

### WHEREAS:

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

### NOW IT IS AGREED AS FOLLOWS:

#### 1. Definitions

- (a) “**Agreement**” means this Master Operating Lease including all its appendixes.
- (b) “**Business Day**” means a day other than a Saturday, Sunday or official public holiday in Kenya.
- (c) “**Commencement Date**” means the date indicated in the Rental Addendum as the commencement date for term of the leasing of the Vehicles pursuant to such Rental Addendum.

- (d) **“Competent Authority”** means the Government of Kenya, municipal or other local authorities and parastatal and other bodies having statutory competence to promulgate rules and regulations governing or touching and concerning matters, transactions and issues contained or relating to this Agreement.
- (e) **“Capital Balance”** has the meaning ascribed to it in Clause 11 (c) (ii).
- (f) **“Default Interest Rate”** means the default interest rate specified in the Rental Addendum.
- (g) **“Delivery Note”** has the meaning ascribed to it in Clause 5(a).
- (h) **“Due Date”** means the Payment Date or the date specified in the Rental Addendum for payment of any monies payable by the Lessee to the Lessor under the Rental Addendum. Where no date for payment of any such monies is specified **“Due Date”** shall mean the date specified in a demand from the Lessor to the Lessee for such monies. If the Due Date falls on a weekend or a public holiday, then the date of payment shall be the next Business Day.
- (i) **“Early Termination Date”** means the date on which the leasing of the Vehicles is terminated pursuant to the provisions of Clause 19 hereof.
- (j) **"Event of Default"** means any of the events listed in Clause 21 of this Agreement.
- (k) **“Location”** means the physical address specified in the Rental Addendum upon which the Vehicles will be kept.
- (l) **“Manufacturer”** means the manufacturer of the Vehicles and the individual manufacturers of the individual components of the vehicles.
- (m) **“Operating Lease”** means a lease where ownership of the Vehicles is not transferred to the Lessee.
- (n) **“Payment Date”** means the date specified in the Rental Addendum as the payment date and **“Payment Dates”** shall be construed accordingly.
- (o) **"Purchase Order"** means a Purchase Order issued by the Lessee under Clause 2 (b) of this Agreement.

- (p) **"Rental"** means the amount specified in the Rental Addendum as the Rental for the lease of the Vehicles payable as frequently as per the Rental Addendum by the Lessee to the Lessor and **"Rentals"** shall be construed accordingly.
- (q) **"Rental Addendum"** means the Rental Addendum substantially in the form set out in Appendix I (or in such other form as may from time to time be agreed in writing between the Lessor and the Lessee) entered into from time to time by the Lessor and the Lessee for the leasing of Vehicles by the Lessor to the Lessee and which incorporates all the terms and conditions of this Agreement by reference and sets forth the particulars of each leasing transaction between the Lessor and the Lessee and **"Rental Addendums"** shall be construed accordingly.
- (r) **"Return Conditions"** means the conditions specified in Appendix II being the minimum conditions to which the Vehicles should comply with at all times during the Term and upon the delivery of the Vehicles to the Lessor on the Termination Date of the Rental Addendum or upon the earlier termination of this Agreement and/or the Rental Addendum.
- (s) **"Service only Lease"** means the terms of this Agreement whereby a Vehicle is leased by the Lessor to the Lessee on a service only basis as more particularly set out in Clause 9 (b) hereof and the Rental Addendum.
- (t) **"Tax"** means any tax, impost, assessment, duty or other charge of a similar nature (including, without limitation, value added tax, stamp duty and any penalty or interest payable in connection with any failure to pay or any delay in paying the same) and the term **"Taxes"** shall be construed accordingly.
- (u) **"Term"** means, in respect of any Rental Addendum, the period commencing on the Commencement Date and ending on the Termination Date.
- (v) **"Termination Date"** means the date indicated on the Rental Addendum as the termination date on which the leasing of the Vehicles will terminate by effluxion of time.
- (w) **"Total Loss"** means an actual or constructive or arranged total loss as a result of the Vehicles being lost, destroyed, stolen, confiscated, damaged beyond economic repair or otherwise rendered unfit for or unable to be used and the date of such Total Loss shall be the date the insurer determines the loss, destruction, theft, confiscation or damage beyond economic repair.



- (x) “**Vehicle(s)**” means the Vehicle(s) specified in the Rental Addendum including each and every component, part, record, manual and handbook in respect of such Vehicle(s) together with all replacements, renewals and additions made from time to time to such Vehicles, which shall form an integral part of the Vehicle(s) and shall become the property of the Lessor and subject to this Agreement.

## 2. Lease

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

### **3. Term of Lease**

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

### **4. Payment**

- (a) In respect of each Rental Addendum and in consideration of the Lessor agreeing to let the Vehicles to the Lessee in accordance with the terms of this Agreement, the Lessee shall throughout the Term pay to the Lessor as frequently as indicated in the Rental Addendum, the Rental (together with all applicable taxes) on each Payment Date. The Lessor shall issue an invoice to the Lessee on each Payment due date.
- (b) Subject as herein provided the Rental payable by the Lessee pursuant to Clause 4(a) above includes the cost of comprehensive insurance, fleet management, and the service option specified in Clause 9 below and in the Rental Addendum.
- (c) All payments under this Agreement and the Rental Addendum must be paid by the Lessee on or before the Due Date by way of a standing order or by such other means as may be agreed between the parties without deductions of any kind and free of exchange, bank costs and other charges, and net of taxes at the business address of the Lessor or at such other address as the Lessor may indicate in writing.
- (d) Any standing order effected pursuant to clause (c) above shall not be cancelled by the Lessee without the prior written authorization of the Lessor during the term hereof.
- (e) The Lessee shall execute such instruments as may be required by the Lessor to provide for payment of the Rentals under this Agreement and any increase in the Rentals as the Lessor may from time to time request. Such instruments may include banker's orders or similar authorities, bills of exchange or promissory notes and other documents appropriate to the payment or transfer of money.
- (f) All payments under this Agreement and the Rental Addendum shall only be made for services rendered hence the Lessor to ensure that they invoice only those vehicles that are in use and not those in the garages, accident vehicles and those not yet replaced.
- (g) That all the invoices submitted for payments shall be confirmed by the respective users before any payments are effected.

### **5. Delivery and Inspection**

- (a) The Lessee shall at its own cost obtain and accept delivery of the Vehicles. Immediately upon accepting delivery of the Vehicles from the Lessor, the Lessee shall sign a delivery note (“the Delivery Note”) confirming receipt and acceptance of the Vehicles. Upon signing of the Delivery Note by the Lessee, it shall be conclusively presumed that the Vehicle is in good order and condition. The Lessee shall immediately provide the Lessor with a copy of such Delivery Note.
  
- (b) The Lessee acknowledges and confirms that:
  - (i) the Lessee has examined the Vehicles before accepting them and has satisfied itself as to the condition and suitability of the Vehicles for the Lessee’s purposes and the Vehicles’ compliance with any safety standards;
  
  - (ii) the Lessor has given the Lessee no representation or warranty regarding the quality, fitness, safety or suitability of the Vehicles and no person is authorised by the Lessor to do so;
  
  - (iii) the Lessee has no title to the Vehicles.
  
- (c) The Lessee agrees that no liability shall attach to the Lessor either in contract or in tort for loss, injury or damage sustained by reason of any defect in the Vehicles, whether that defect is latent or apparent on examination and the Lessee shall keep the Lessor indemnified accordingly.

## 6. Notification to the Landlord

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

- (b) The Lessor shall be entitled on behalf of the Lessee to give any notification, which the Lessee is required to give in terms of this clause.

## 7. Title

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

## 8. Lessee's Obligations

The Lessee shall:

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

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

## 9. Maintenance

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

## 10. Insurance

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

whatsoever suffered or incurred by the Lessor arising directly or indirectly in any manner or in relation to death, injury to persons or loss or damage to property arising from the possession, use and operation of the Vehicles by the Lessee its officers, servants, employees and/or agents.

**11. Total Loss**

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

**12. Indemnity**

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



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

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

### 13. Assignment

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

### 14. Confidential Information

- (a) Each party hereby undertakes to the other that it will not at any time, whether during the currency of this Agreement or at any time after the termination thereof, divulge

any information in relation to the affairs or business of the other party or any information obtained about the other as a consequence of this Agreement.

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

#### 15. Risk and Excess Usage

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

#### 16. Certificate

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

#### 17. Taxation

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

#### 18. Warranties and Exclusions

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

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

#### 19. Early Termination

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

## 20. Return of Vehicles

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

## 21. Breach

- (a) The Lessee will be in breach of this Agreement and/or the Rental Addendum if the Lessee:

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

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

## **22. Repossession**

- (a) Upon the occurrence of a breach by the Lessee and without prejudice to the Lessor's other rights and remedies hereunder, the Lessor may in its sole and absolute discretion do all or any of the following:
  - (i) at any time, after a notice of seven (7) days (whether or not the Lessor may subsequently accept payments by the Lessee) demand or retake possession of the Vehicle until such time as the Lessee remedies the breach or satisfies the Lessor that the breach in respect of which the powers contained herein were exercised does not or will not prejudicially affect the Vehicle or the rights of the Lessor to the Vehicle or under any agreement following which the Motor Vehicle shall be redelivered to the

Lessee upon payment of the reasonable costs of the Lessor in the exercise of the Lessor's rights hereunder. For this purpose the Lessor may by its officers or agents enter, where necessary by force, onto any property occupied by the Lessee and (as the agent of the Lessee) on any other property which the Lessee might enter upon where the Vehicle may be or be supposed to be; and/or

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

23. Notices

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

**The Lessor:** -----  
-----

Attention: -----

The Lessee: NAIROBI METROPOLITAN AREA TRANSPORT AUTHORITY (NaMATA)  
P.O. Box 30117-00100  
Nairobi, Kenya

Attention: **AG. DIRECTOR GENERAL**



**24. Independent Contractor**

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

**25. Modifications**

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

**26. Applicable Law**

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

**27. Severability**

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

**28. Failure to Enforce**

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

**29. Miscellaneous**

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

**30. Acknowledgment by the Lessee**

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

**31. Entire Agreement**

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

**32. Dispute Resolution and Arbitration**

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

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

**SIGNED** for and on behalf of \_\_\_\_\_ by:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**WITNESSED** by:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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

in the presence of:

Director:..... )  
)

Signature:..... )  
)

Director\Secretary:..... )  
)

Signature:..... )

**OR**

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**WITNESSED** by:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**APPENDIX FOR MASTER OPERATING RENTAL AGREEMENT NO. \_\_\_\_\_**

**RETURN CONDITIONS**

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

**1. Inspection**

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

**2. Return Conditions**

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

**2.1 Tyres**

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

**2.2 Engine**

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

**2.3 Gearbox and Axles**

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

**2.4 Clutch**

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

**2.5 Brakes**

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

## **2.6 Suspension**

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

## **2.7 Steering**

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

## **2.8 Bodywork**

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

## **2.9 Interior**

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

## **2.10 Electrical**

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

## **2.11 Consumables**

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

## **3. Usage**

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

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

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

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

**4. Defects in Condition**

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

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

**5. Accidental Damage**

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

**6. Modification**

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

**7. Documentation**

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

<p><b>Signature for Lessee</b>          You, the Lessee, acknowledge that these are the          Return Conditions supplemental to the Master Operating Lease between the Lessee          and M/S_____</p> <p>For and on behalf of  <b>NAIROBI METROPOLITAN AREA TRANSPORT AUTHORITY (NaMATA)</b>  <b>P.O. Box 30117 - 00100</b>  <b>NAIROBI, KENYA</b></p> <p>Signed_____          Name and title of signatory duly authorized</p>
_____

PIN No. \_\_\_\_\_

**LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD**

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

*[date]*

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

**Re: Letter of Acceptance/Notification of Award**

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

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

Yours

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

Please return a copy of this letter duly signed

Authorized Signature and Seal: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderers: \_\_\_\_\_



**Form RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

.....APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
2. etc.

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

- 1.
2. etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary