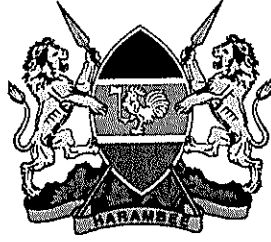


REPUBLIC OF KENYA



Contract No. SB/017/012/2020-202

CONTRACT AGREEMENT

THIS AGREEMENT, [hereinafter called “the CONTRACT”] is entered into this 10th Day of March, 2021, by and between the Ministry of Transport, Infrastructure, Housing and Urban Development, (State Department For Public Works - Supplies Branch) of [or whose registered office is situated at], Supplies Branch- Likoni Rd. Industrial Area, P. O. Box 30743 – 00100, Nairobi [hereinafter called “the Client / Procuring entity”] of the one part and M/S TOYOTA KENYA LTD.P.O. BOX 3391-00506.NAIROBI.[hereinafter called “the Tenderer / Contractor”, on the other part:

WHEREAS the Procuring entity invited tenders for certain goods,

TENDER NO. SDPW/SB/017/2020-2021 FOR SUPPLY AND DELIVERY OF VARIOUS TRUCKS AND MICROBUS to Government Departments and Institutions as and when required for the period of Two (2) Years effective from 11th May,2021 and has accepted a tender by the tenderer for the supply of those goods in the sum of: [hereinafter called “the Contract Price”] (Bid) as follows:

TRUCK, 4x2, 3 - 4 TON, LOW SIDED

S/N	Make, Model Country of Origin	Bidder Price Duty Free (Kshs)	Bidder Price Duty Paid (Kshs)
1.	HINO XZU720R-WKMRK3 KENYA	4,080,000.00	4,910,000.00

MEDIUM TRUCK, 4x2, 7 - 8 TON, HIGH SIDED SUPER STRUCTURE WITH CANVAS

S/N	Make, Model Country of Origin	Bidder Price Duty Free (Kshs)	Bidder Price Duty Paid (Kshs)
1.	HINO FC3JLPA KENYA	4,890,000.00	5,880,000.00

MEDIUM TRUCK, 4x2, 7-8 TON, LOW SIDED

S/N	Make Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
1.	HINO FC3JLPA KENYA	4,840,000.00	5,820,000.00

TRUCK, 4x2, 3 - 4 TON, HIGH SIDED BODY WITH CANVAS

S/N	Make Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
3.	HINO XZU720R-WKMRK3 KENYA	4,210,000.00	5,070,000.00

TRUCK, 4x2, 3 - 5 TON, HIGH SIDED, FULLY ENCLOSED BODY

S/N	Make Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
2.	HINO XZU720R-WKMRK3 KENYA	4,240,000.00	5,110,000.00

MICROBUS, DIESEL 14 PASSENGERS

S/N	Make Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
2.	TOYOTA HIACE 14 SEATER JAPAN	3,874,539.00	5,840,000.00

MINIBUS, 25 -29 PASSENGERS, DIESEL

S/N	Make, Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
1.	TOYOTA COASTER BUS 29 SEATER JAPAN	8,145,716.00	12,730,000.00
2.	HINO XZU720R-WKMRK3 KENYA	5,340,000.00	6,370,000.00

45-52-SEATER SEMI-LUXURY BUS

S/N	Make, Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
1.	HINO FC3JLPA KENYA	6,300,000.00	7,520,000.00

EXECUTIVE MICROBUS, DIESEL, 9 PASSENGERS

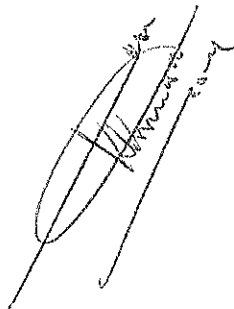
S/N	Make, Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
1.	TOYOTA HIACE 9-SEATER JAPAN	3,784,539.00	5,750,000.00

EXECUTIVE MICROBUS, DIESEL, 7 PASSENGERS

S/N	Make, Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
1.	TOYOTA HIACE 7-SEATER JAPAN	3,754,539.00	5,720,000.00

MICROBUS, DIESEL 12 PASSENGERS

S/N	Make, Model, Country of Origin	Bidder Duty Free Price (Kshs)	Bidder Duty Paid Price (Kshs)
1.	TOYOTA HIACE 12-SEATER JAPAN	3,874,539.00	5,840,000.00



NOW THIS AGREEMENT WITNESSETH 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 and shall be appended, viz: -
 - (a) the Form of Tender and the Price Schedule submitted by the tenderer;
 - (b) the Confidential Business Questionnaire;
and the Technical Specification (where applicable);
 - (c) the Special Conditions of Contract;
 - (d) the Procuring entity's Letter of Notification of Tender Award;
 - (e) Letter of Acceptance by the Tenderer / Contractor; and
3. In consideration of the payments to be made by the Procuring entity as described in (c) above to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity as described in (c) hereby covenants to pay the tenderer in consideration of the provision of the goods 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, and delivered by: -

Full name: **Maj. Gen. (Rtd) Dr. Gordon O. Kihlangwa, CBS**

Full Name: FRANCIS M. KAMAU

for the Client [Procuring Entity]

for the Tenderer [Client]

Title: - **Principal Secretary**

Title: - **Company Director**

Signature: [Handwritten Signature]

ID/No. 7234357

Date: 10/5/2021

Signature: [Handwritten Signature]

PRINCIPAL SECRETARY
STATE DEPARTMENT FOR PUBLIC WORKS
P. O. Box 38743 - 00100
NAIROBI

Date: 10/5/21

In the presence of (witnesses): -

Full Name: - **K. Kigen Kieti**

Full Name: Kiki Oranga

Title: - **Head/Supply Chain Mgt. Dept.**

ID/No.: 25154804

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 10/5/2021

Date: 10/05/21

