



**THIKA WATER AND SEWERAGE COMPANY LIMITED
(THIWASCO)**

TENDER NO: THIWASCO/054/2020-2021

**PROJECT: SUPPLY, DELIVERY, INSTALLATION AND
MAINTENANCE OF FLEET MANAGEMENT
TRACKING SYSTEM**

**MANAGING DIRECTOR
THIKA WATER AND SEWERAGE COMPANY LTD,
P.O. BOX 6103 - 00100, THIKA – KENYA.**

(2020-2021)

**CLOSING DATE
Thursday, November 12, 2020 at 10.00am**

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SECTION I

INVITATION TO TENDER

DATE: Tuesday, October 27, 2020

TENDER REF NO.

THIWASCO/054/2020-2021

TENDER NAME

Supply and Installation of Fleet Management
Tracking Services

- 1.1 Thika Water and Sewerage Company Limited (THIWASCO) invites sealed bids from eligible candidates for Supply, Delivery, Installation and Maintenance of Fleet Management Tracking System**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Thika Water Company located at Thika procurement office from 8am-1pm and 2pm to 5pm from Monday to Friday excluding public holidays.**
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **(Kshs.1,000.00) through bank deposit to;**

(**THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH**).*Tender documents code-027* or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website www.thikawater.co.ke. Bidders who download the documents from the website **MUST** also forward their particulars immediately for records via email to procurement@thikawater.co.ke
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **our main offices near the procurement department or if by post to be addressed to Thika Water and Sewerage Company, P O Box 6103 - 01000, Thika.** so as to be received on or before **Thursday, November 12, 2020 at 10.00 am**
- 1.5 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(120)** days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **Thika Water and Sewerage Company Ltd, Near Blue post Hotel, Along Haile Selassie Road.**

For: Managing Director

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

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

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 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.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the

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

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

2.6 **Amendment of Documents**

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

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

- 2.14.3 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 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 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 prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;
or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare two 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (day, date and time of closing)

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*day, date and time of closing*).

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

2.19 Modification and Withdrawal of Tenders

2.19.1 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.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 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.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (time, day and date of closing) and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 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.

2.21.2 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.

2.22 Preliminary Examination

2.22.1 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.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 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 effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.24.3 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.

2.25 Preference

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

2.26 Contacting the Procuring entity

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

2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 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.

(b) **Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

(c) **Procuring entity's Right to Vary quantities**

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

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 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

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 but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

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

send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate 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 when used in the present regulations, the following terms are defined as follows;

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

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

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.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS																			
2.1.1	eligible tenderers: Open																			
2.3	Cost of Tendering: Complete manual tender document may be obtained by interested candidates upon payment of a non- refundable fee of (Kshs.1,000.00) (THIKA WATER AND SEWERAGE COMPANY LTD,EQUITY BANK ACCOUNT:0090294392028,EQUITY PLAZA,THIKA BRANCH). Tender documents code-027 or download the tender documents free of charge from the Thika Water and Sewerage Company Ltd Website www.thikawater.co.ke . Bidders who download the documents from the website MUST also forward their particulars immediately for records via email to procurement@thikawater.co.ke .																			
2.7	Language of Tender: English																			
2.11.1	Tender Currencies: Prices shall be quoted in Kenya Shillings																			
2.14.1	particulars of tender security: Bid Bond of Kshs 40,000.00 must be in form of Bank Guarantee from a reputable bank or an Insurance Bond from Insurance Company and approved by Public Procurement Regulatory Authority (PPRA)																			
2.15	Validity of Tenders: Tenders shall remain valid for 120 days.																			
2.17.2 (b)	Sealing and Marking of tenders: Day, Date and time of closing: Thursday, November 12, 2020 at 10.00am																			
2.18.1	<i>As 2.17.2 (b) above</i>																			
2.20.1	<i>As 2.18.1 above</i>																			
2.22	Preliminary Examination and Responsiveness; The evaluation shall adopt YES/ No Approach. Non compliance to any of the mandatory requirement will lead to automatic disqualification <table border="1" data-bbox="423 1493 1511 1915"> <thead> <tr> <th data-bbox="423 1493 493 1696">No</th> <th data-bbox="493 1493 1073 1696">Description of requirement</th> <th data-bbox="1073 1493 1349 1696">Reference- indicate serial no of your tender where evidence is provided</th> <th data-bbox="1349 1493 1511 1696">Pass/Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="423 1696 493 1766">1</td> <td data-bbox="493 1696 1073 1766">Attach a Valid Tax Compliance Certificate.</td> <td data-bbox="1073 1696 1349 1766"></td> <td data-bbox="1349 1696 1511 1766"></td> </tr> <tr> <td data-bbox="423 1766 493 1835">2</td> <td data-bbox="493 1766 1073 1835">Attach an authentic CR12</td> <td data-bbox="1073 1766 1349 1835"></td> <td data-bbox="1349 1766 1511 1835"></td> </tr> <tr> <td data-bbox="423 1835 493 1915">3</td> <td data-bbox="493 1835 1073 1915">Must have a valid CA ASP License – Attach a copy</td> <td data-bbox="1073 1835 1349 1915"></td> <td data-bbox="1349 1835 1511 1915"></td> </tr> </tbody> </table>				No	Description of requirement	Reference- indicate serial no of your tender where evidence is provided	Pass/Fail	1	Attach a Valid Tax Compliance Certificate.			2	Attach an authentic CR12			3	Must have a valid CA ASP License – Attach a copy		
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1	Attach a Valid Tax Compliance Certificate.																			
2	Attach an authentic CR12																			
3	Must have a valid CA ASP License – Attach a copy																			

	4	Bid Bond of Kshs 40,000.00 must be in form of Bank Guarantee from a reputable bank or an Insurance Bond from Insurance Company and approved by Public Procurement Regulatory Authority (PPRA)		
	5	Attach manufacturer's authorization letter for each of the equipment to be supplied as detailed in the tender document. Where the manufacturer's authorization is from a distributor or re-seller, bidders must also submit authorization letter between the manufacturer and distributor/re-seller		
	6	Audited accounts for the last 3 years (2017, 2018 and 2019).		
	7	Dully filled and stamped confidential business questionnaire		
	8	Dully filled and stamped confidential form of tender		

2.24

Evaluation and comparison of tenders:

Stage 2: Mandatory Technical Compliance evaluation

All the bids admitted at the general pre-qualification (mandatory requirements) stage shall be subjected to a technical compliance evaluation based on the set criteria as per the table below. Technical evaluation shall be on the basis of Complied/Not complied and any bid failing in any of the technical evaluation will not proceed to the technical capacity evaluation stage. Bidders shall explicitly indicate their offer (under the ‘Bidder’s Offer’ column) against the minimum specifications.

No	Minimum Technical Specifications reference	Reference- indicate serial no of your tender where evidence is provided	If complied, bidders’ explanation of compliance with to datasheet or bill of materials
	VEHICLE TRACKING SYSTEM WITH FUEL MONITORING CAPABILITY		
A	Vehicle Management		
1	The GPS Tracking system must be linked by secured encrypted connection direct to the onboard until installed in the vehicle. GPS and GSM tracking network with features for fuel management and real time motor vehicle tracking and monitoring.		
2	The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft. Fuel monitoring gadgets should be attached/done at the fuel gauge (NOT in the fuel tank).		
3	The system must be web based and does not require any other application on the user computer. The Contractor hosts the system in their own server.		
4	The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts incase the vehicle leaves or enters the area.		
5	The system must have a remote vehicle immobilization capacity for absolute control where necessary.		

6	The system shall allow users to manage information on vehicles including but not limited to; <ul style="list-style-type: none"> • Registration Number • Department • Make • Model • Mileage 		
7	The system must have a feature that is integrated to motor		
	vehicle service mileage intervals to give alerts when the next service of the vehicle is due.		
8	The system must capture engine idling and freewheeling instances and send alerts.		
9	The system must have a feature that captures fuel issues to the vehicle and amounts of fuel per day, week, month and per year. In addition, it should be able to generate fuel analysis reports.		
10	The system shall allow users to search for vehicles by a number of attributes such as make, engine capacity, registration number, mileage.		
12	The system should be able to allow for adding the points of interest and have reports on the visitation of the same.		
13	The system should be capable of real time monitoring in remote areas.		
14	The system shall allow scheduling of reports to be submitted to the users automatically.		
15	The system shall allow users to request for vehicles, and provide the trips, start and destination points and the respective times.		
16	The system shall provide functionality to record inspection/service history of a vehicle over a given period of time.		
17	The system shall have a provision to manage information on vehicle maintenance costs, vehicle valuations, repair histories.		
18	The system should be able to integrate with other Enterprise resource systems that already exist.		
19	The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destination points against users' vehicle requests.		
20	The system shall have a provision to input data on vehicle maintenance costs-vehicle per vehicle.		
21	The system shall allow users to record the fuel intake of		

	<p>a vehicle, against the under listed;</p> <ul style="list-style-type: none"> • Quantity taken against vehicle Registration No. <ul style="list-style-type: none"> <input type="checkbox"/><input type="checkbox"/> Department <input type="checkbox"/><input type="checkbox"/> Time and Date <input type="checkbox"/><input type="checkbox"/> Distance covered against fuel taken, and the ratios 		
B	Driver Management		
1	<p>The system shall allow users to manage information on drivers including but not limited to;</p> <ul style="list-style-type: none"> • Name • Driving permit details • Driving history (departments, stations) • Driving experience • Accident records, driver's health details e.g. eye sight, medical history 		
2	<p>The system shall allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points, etc.</p>		
3	<p>The system shall users to determine the driver of a particular vehicle at any given time on a map.</p>		
4	<p>The system shall allow driver monitoring through trip initiation and end time with mileage, idling and stop time, maximum speeds and number of over speed events.</p>		
5	<p>The system shall allow fleet supervisors and managers to send instructions to drivers through email and SMS.</p>		
C	Reporting		
1	<p>The system shall have a comprehensive integrated and dynamic report generator. At the expiry of the contract period, the service provider shall be required to provide reports pertaining to management of the vehicle during the contract period.</p>		
2	<p>The system should be able to EXPORT DATA to INTEGRATE WITH financial management system.</p>		
3	<p>The system should be able to export and process report on various format e.g. PDF, XLS etc.</p>		
4	<p>The system shall provide a detailed report on start and stop times of all the trips of vehicles with their respective locations.</p>		
5	<p>The system shall provide a report on vehicle usage at any one instant. This report shall include Vehicle Number, staff member using vehicle, destination, time of departure, time of return.</p>		
6	<p>The system shall provide graphic reports on vehicle usage, distinguishing different statuses (i.e. private or official movements) with different colors.</p>		

7	The system shall provide a report rating the vehicle and driver's performance in relation to; <ul style="list-style-type: none"> • Speed • Acceleration • Deceleration • Idle time • Revolutions Per Minute (RPM) • High speed in sharp corners 		
8	The system shall provide a report showing speed profile of a vehicle in one-minute interval e.g. maximum speed.		
9	Reports must be complete with all data properly displayed.		
10	The system shall provide reports/presentations on accidents showing; <ul style="list-style-type: none"> <input type="checkbox"/> Location/Scene of the accident <input type="checkbox"/> Time and date of accident <input type="checkbox"/> Recorded events five (5) minutes before the accident <input type="checkbox"/> Speed by the time of the accident 		
	<input type="checkbox"/> Incorporated accident police reports, as well as insurance		
D Cross cutting functionality			
1	The system shall possess the capacity for users to generate new reports with ease using existing functionality without recourse to the vendor. The system shall provide a reporting infrastructure that allows users to connect to multiple data sources, quickly develop, publish, and disseminate reports for information collaboration within the company		
2	All data stored within the system shall be accessible via the available reports (except data that should not be shown for security reasons). That is, if data exists there must be the ability to view it on some report or another.		
3	All reports shall be designed for printing and flexible to allow a user to select a desired paper size and orientation.		
4	The system shall expose its services using Service Oriented Architecture to enable extensibility and reuse.		
5	The system shall log all activities performed by users and these logs should be easily accessible by the privileged users.		
6	No reports shall be capped to a maximum number of pages. Report pages shall depend on the size of data to avoid omitting data from a report.		

7	All reports shall show an “end of report” line at the bottom. This will enable the recipient of a report to tell if it is incomplete.		
8	All reports shall show on each page the total number of pages in the report. The intention of this is to allow the recipient to tell whether some page/s/is/are missing (when read in conjunction with the page number) e.g 1 of 7.		
9	All reports shall adhere to a standard layout, which includes headings and trailers (footers). This layout shall allow for branding by the company logo in headings.		
10	Every report shall show all parameters used to control its generation. That is, it shall be possible to see which selection criteria were used.		
11	The system shall allow a user to assign individuals a role to perform defined tasks.		
12	The system shall allow an administrative user to define the limits and privileges of each role.		
13	The system shall possess the capacity to track versions of all documents, files, or records it generates.		
14	The system shall allow authentication and authorization to be controlled both at Active Directory level and at application level.		
15	Get actual vehicle location		
16	Set maximum speed for the vehicle		
17	Start and stop vehicle (engine immobilizer)		
18	Set the vehicles area of operation		
19	Get daily mileage report		
20	Give fuel usage reports including fuel siphoning		
21	Get the vehicle speed		
22	Get low battery alerts		
23	Get over speeding alerts		
24	SOS emergency button		
25	Generate reports of vehicle trips, stops, mileage etc.		
26	Get user name and password to log into the website		
27	Access real time reports on mobile phone, lap tops, tablets etc.		
28	Create different user accounts with different rights and access		
29	Get alerts of fatigue driving, parking alarm etc.		
30	View different vehicle tracking maps		
31	Latest GPS Technology		
31	Real time visibility in remote areas		
32	Integration capability with other ERP systems (Oracle)		
33	24hour support service		

Note: Bidders are required to provide brochures and data sheets to aid in evaluation at the technical compliance stage.

To be eligible to proceed to the technical capacity stage, a firm **must** 'COMPLY in **all** items in the technical compliance evaluation.

Stage 3: Technical Capacity Evaluation

The bids shall undergo an evaluation on their technical capacity as follows: -

No.	Requirement	Criteria Description	Reference- indicate serial no of your tender where evidence is provided	Weight
1.	Experience of the Firm	<p>Bidders must provide names of three (3) clients where similar projects have been successfully implemented and maintained. Bidders must further attach supply and maintenance work order copies and recommendation letters from the reference clients given above.</p> <p>4 marks for each work order copy for 3 orders (12), 6 marks for each recommendation letter (18)</p>		30
2.	Human Resource capacity	<p>Bidders must submit a list of proposed staff team by specialty, the tasks that would be assigned to each staff team member and the timings.</p> <p>Qualifications and competence of the key staff for the assignment Must be:</p> <ul style="list-style-type: none"> i. The Project Manager must have qualification and experience in the implementation and maintenance of the systems with a Degree in IT related field with at least five (5) years' experience. The key information should include number of years worked for the organization and degree of responsibility held in various assignments during the last five (5) years (12 Marks) 		35

		<p>{5 marks for degree certificate, 2 marks for CV, 5 marks for five (5) years' experience}</p> <p>ii. Technical Personnel: At least two (2) qualified persons having at least a Diploma in IT related field with at least three (3) years' experience (11.5 marks for each).</p> <p>{5 marks for each diploma certificate (10 marks), 1.5 marks for each CV (3 marks), 5 marks for three (3) years' experience for each (10 marks)}</p> <p>(Attach copies of CVs and academic certificates)</p>		
	3	Implementation plan	<p>Bidders are required to state the implementation period of the items required. A firm proposing a delivery period of twelve (12) weeks will score a maximum of 4 marks.</p> <p>Bidders are also required to give a proposal for a work plan for the period under consideration (6 marks).</p>	10
	4.	Financial Capacity	<p>Bidders are required to have an average annual turnover of Kshs.10 million and above as per annual audited accounts for the last three (3) years (2017, 2018, 2019). -15 marks</p> <p>Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.). Letter from a reputable bank in Kenya with a minimum of Kshs.2 million- 10 marks</p>	25
	Total			100
	For bidders to qualify they must score a minimum of 75% pass mark to proceed to the pitching presentation stage.			
2.27 (a)	<p>Post-qualification: Pitching presentation stage At the pitch presentation stage, bidders will be expected to present their proposed system as detailed below:</p>			

	NO.	ITEM DESCRIPTION-PITCHING	Pass/Fail
		<ul style="list-style-type: none"> • Friendly Graphical User Interface (GUI) • Compatibility with other systems, OS- android, iOS, Linux, mobile phones etc. • Scalability in design- can it be expanded to accommodate other vehicle monitoring aspect, including fuel management? • What is the turnaround time for getting “bugs” fixed? • What are the licenses required, if any, at how much and at what interval? • Integration capability with other ERP systems 	
	<p>Financial Evaluation: At this stage, the lowest evaluated bidder will be proposed for award of the tender</p>		
2.27 (b)	Award Criteria: To the lowest evaluated bidder.		
2.30	particulars of performance security: 10% of the contract price.		

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

-
- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

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

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the 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 tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so, required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an

irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.8 Inspection and Tests

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

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

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

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

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

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

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

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	particulars of performance security: 10% of the contract price
3.12.1	terms of payment: Payment shall be made within a period of 30 days after full delivery of service and receive of invoice as prescribed in the contract.
3.18.1	resolutions of disputes: Disputes to be settled as per the arbitration laws of Kenya

SECTION V - TECHNICAL SPECIFICATIONS

General

VEHICLE TRACKING SYSTEM WITH FUEL MONITORING CAPABILITY
Vehicle Management
The GPS Tracking system must be linked by secured encrypted connection direct to the onboard until installed in the vehicle. GPS and GSM tracking network with features for fuel management and real time motor vehicle tracking and monitoring.
The system must have a feature that remotely monitors the usage of fuel and reporting on the fuel consumption and alerts on fuel theft. Fuel monitoring gadgets should be attached/done at the fuel gauge (NOT in the fuel tank).
The system must be web based and does not require any other application on the user computer. The Contractor hosts the system in their own server.
The system must have a feature that easily allows the user to virtually fence an area where the vehicle is supposed to operate within and give alerts incase the vehicle leaves or enters the area.
The system must have a remote vehicle immobilization capacity for absolute control where necessary.
The system shall allow users to manage information on vehicles including but not limited to; <ul style="list-style-type: none">• Registration Number• Department• Make• Model• Mileage
The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when the next service of the vehicle is due.
The system must capture engine idling and freewheeling instances and send alerts.
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The system shall allow users to search for vehicles by a number of attributes such as make, engine capacity, registration number, mileage.
The system should be able to allow for adding the points of interest and have reports on the visitation of the same.
The system should be capable of real time monitoring in remote areas.
The system shall allow scheduling of reports to be submitted to the users automatically.
The system shall allow users to request for vehicles, and provide the trips, start and destination points and the respective times.
The system shall provide functionality to record inspection/service history of a vehicle over a given period of time.
The system shall have a provision to manage information on vehicle maintenance costs, vehicle valuations, repair histories.
The system should be able to integrate with other Enterprise resource systems that are already existing.
The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destination points against users' vehicle requests.
The system shall have a provision to input data on vehicle maintenance costs-vehicle per vehicle.

1. Incidental Services

The supplier may be required to provide the following services not in the Special condition of contract.

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods
- (c) Furnishing of a detailed operations and maintenance manual for the company appropriate unit of the supplied Goods;
- (d) Performance maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) Training of the company personnel, at the Supplier's plant and/or on site, in startup, operation, maintenance, and/or repair of the supplied Goods. The supplier shall offer training for additional modules.

2. Spare Parts

2.1. the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the company may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the company of the pending termination, in sufficient time to permit the company to procure needed requirements; and
 - (ii) Following such termination, furnishings at no cost to the company, the specifications of the spare parts, if requested.

- 2.2. The Contractor agrees that the spare parts recommended by him for operation shall be in supply for the operation and maintenance of the Goods as per provision of subsequent paragraphs of this Clause.
- 2.3. All the spares for the equipment under the Contract will strictly conform to the Specification given herein and other relevant documents and will be identical to the corresponding main equipment/components supplied under the Contract and shall be fully interchangeable.

3. **Warranty**

- 3.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except them the design and/or material is required by the company specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 3.2. This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier.
- 3.3. The company shall promptly notify the Supplier in writing of any claims arising under this warranty.

5.1 PARTICULARS

No.	Item
1.	Supply and Deployment of a permanent car Tracking, fleet management and fuel management System
2.	training of at least three (3) technical administrators in the management of the car Tracking and fleet management System
3.	annual software updates and support for a period of five (5) years for (i) motor vehicle tracking and (ii) fuel management

SECTION VI - SCHEDULE OF REQUIREMENTS

No.	Item	Qty.
1.	Supply and Deployment of a permanent car Tracking, fleet management and fuel management System	1
2.	training of at least three (3) technical administrators in the management of the car Tracking and fleet management System	Lot
3.	annual software updates and support for a period of five (5) years for (i) motor vehicle tracking and (ii) fuel management	Annual

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

No.	Item	Qty.	Unit Cost- Kshs	Total – Kshs
1.	Supply and Deployment of a permanent car Tracking, fleet management and fuel management System	1		
2.	Indicate cost of training of at least three (3) technical administrators in the management of the car Tracking and fleet management System	Lot		
3.	annual software updates and support for a period of five (5) years for (i) motor vehicle tracking and (ii) fuel management	Annual		

NOTE:

(1) The quoted unit rate shall be applicable for the current fleet of 41 vehicles/motorcycles that the company currently has, to be used as and when required for unit rate) of any other vehicles that the company may acquire in future for a period of 5 years.

(2) Further, the company wishes to inform bidders that a bid with an arithmetic error committed that will have some deviations with the form of tender and the detailed financial proposal will lead to disqualification

(3) The prices quoted should be inclusive of all taxes and transport costs and any other incidental costs.

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[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 you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 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

<i>Part 1 – General:</i>	
Business Name	
Location of business premises.	
Plot No.....	Street/Road
.....	
Postal Address	Tel No. Fax E mail
Nature of Business	
Registration Certificate No.	
Maximum value of business which you can handle at any one time – Kshs.	
Name of your bankers	Branch

	Part 2 (a) – Sole Proprietor			
	Your name in full		Age	
	Nationality		Country of origin	
		•	Citizenship details	
			
		•	
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
	1.			
	2.			
	3.			
	4.			
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company-			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship Details	Shares
	1.....			
	2.....			
	3.....			
	4.....			
	5.....			
	Date	Signature of Candidate		
			

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

8.3 TENDER SECURITY FORM

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

(Amend accordingly if provided by Insurance Company)

8.4 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 certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price).

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 viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender 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 hereby covenants to pay the tenderer in consideration of the provisions 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, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 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]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

..... APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary