



KENYA BUREAU OF STANDARDS.

## KENYA BUREAU OF STANDARDS



### **TENDER FOR SUPPLY & IMPLEMENTATION OF VEHICLE TRACKING AND FLEET MANAGEMENT SYSTEM**

**KEBS/T022/2018/2019**

**KENYA BUREAU OF STANDARDS  
P.O. BOX 54974-00200  
NAIROBI.**

**TEL: 020 6948000/605490/605550**

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# Table of Contents

Section A	TENDER NOTICE	3
Section B	GENERAL INFORMATION	4
Section C	GENERAL CONDITIONS OF CONTRACT	16
Section D	SPECIAL CONDITIONS OF CONTRACT	20
Section E	SCHEDULE OF REQUIREMENTS	21
Section F	TECHNICAL SPECIFICATIONS	22
Section G	TENDER FORMS AND PRICE SCHEDULES	30
Section H	TENDER SECURITY FORM	33
Section I	CONTRACT FORM	34
Section J	PERFORMANCE SECURITY FORM	35



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### INVITATION TO TENDER

#### **TENDER NO. KEBS/T022/2018/2019: SUPPLY & IMPLEMENTATION OF VEHICLE TRACKING AND FLEET MANAGEMENT SYSTEM**

Kenya Bureau of Standards (KEBS) invites sealed tenders from eligible candidates for the **Supply & Implementation of Vehicle Tracking and Fleet Management System for a period of two (2) years.**

Interested eligible candidates may obtain further information from and inspect the tender documents from **Procurement Office at KEBS Centre, Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi.** A complete tender document may be obtained by interested candidates on normal working days between **8.30 a.m and 4.00 p.m** or **Download from the KEBS website [www.kebs.org](http://www.kebs.org)**, upon payment of a non-refundable fee of **Kenya Shillings One Thousand (Kshs. 1,000)** payable in cash or bankers' cheque to **Kenya Bureau of Standards.**

Completed tender documents in plain sealed envelopes clearly marked **"KEBS/T022/2018/2019: Supply & Implementation of Vehicle Tracking and Fleet Management System**

should be addressed and delivered to:  
**THE MANAGING DIRECTOR,  
KENYA BUREAU OF STANDARDS,  
POPO ROAD OFF MOMBASA ROAD  
P.O. BOX00001 54974 - 00200  
NAIROBI.**

Or be deposited in the Tender Box at **KEBS Centre Main Reception** marked **"TENDER BOX"** so as to be received on or before **10.00 am on Tuesday 4<sup>th</sup> June, 2019.**

Tender opening will be carried out immediately thereafter at the **KEBS Centre Conference Room.**

Tenders must be accompanied by Bid Bond of **2%** of the Tender sum in the format specified in the tender documents.

Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KEBS Centre Conference Room.**

**MANAGING DIRECTOR**

## Section B. General Information

### Introduction

#### 1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of goods by the intended completion date specified in the tender documents.
- 1.2 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.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

#### 2. Eligible Goods

- 2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 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.
- 2.3 The origin of goods is distinct from the nationality of the tenderer.

#### 3. Cost of Tendering

- 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.

## The Tender Document

### 4. Contents

4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) General information
- (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

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.

### 5. Clarification of Documents

5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the entity's address indicated in the Invitation for tenders. 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 prospective tenderer that have received the tender document.

### 6. Amendment of Documents

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.

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

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.

## Preparation of Tenders

### 7. Language of Tender

7.1 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, 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.

## **8. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 12 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 13 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 14

## **9. Tender Form**

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.

## **10. Tender Prices**

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.

10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable.
- (ii) Charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination.

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 22.

## **11. Tender Currencies**

11.1 Prices shall be quoted in the following currencies:

- (a) For goods that the tenderer will supply from within Kenya, the prices shall be

quoted in Kenya shillings; and

- (b) For goods that the tenderer will supply from outside Kenya, the prices shall be quoted in US dollars or in another freely convertible currency.

## **12. Tenderers Eligibility and Qualifications.**

12.1 Pursuant to paragraph 1 of section III, 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.

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 I of section III.

12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish 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;
- (b) 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.

## **13. Goods' Eligibility and Conformity to Tender Document.**

13.1 Pursuant paragraph 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.

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 a certificate of origin issued at the time of shipment shall confirm.

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 characteristics of the goods;
- (b) A list giving full particulars, including available sources 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 services to those specifications, or a statement of deviations and exceptions

to the provisions of the Technical Specifications.

- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 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.

#### 14. Tender Security

- 14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 14.2 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 14.7
- 14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of Cash, bank guarantee issued by a reputable bank, or insurance guarantee approved by the Authority and valid for **30 days** beyond validity of the tender.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by the Procuring entity as nonresponsive, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 31.

#### 14.7 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 30Or
  - (ii) To furnish performance security in accordance with paragraph 31.

#### 15. Validity of Tenders

- 15.1 Tenders shall remain valid for **120 days** or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to



paragraph 18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

- 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 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.

## **16. Format and Signing of Tender**

- 16.1 The Tenderer 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.
- 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. Written power-of-attorney accompanying the tender shall indicate the latter authorization. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.
- 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 initialled by the person or persons signing the tender.

## **17. Sealing and Marking of Tenders**

- 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.
- 17.2 The inner and outer envelopes shall:  
a) Be addressed to the Procuring entity at the following address:

**THE MANAGING DIRECTOR  
KENYA BUREAU OF STANDARDS  
P.O.BOX 54974 – 00200  
POPO ROAD  
OFF MOMBASA ROAD BEHIND BELLEVUE CINEMA  
NAIROBI**

Bear the tender no. **KEBS/T022/2018/2019: Supply & Implementation of Vehicle Tracking and Fleet Management System**  
and the words: "**DO NOT OPEN BEFORE**" 10.00 am on Tuesday 4<sup>th</sup> June, 2019.

- 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".
- 17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening

## **18 Deadlines for Submission of Tenders**

18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 17.2 no later than **10.00 am on Tuesday 4<sup>th</sup> June, 2019**

8.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, 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.

## **SUBMISSION OF TENDERS**

### **19. Opening of Tenders**

19.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 am on Tuesday 4<sup>th</sup> June, 2019** and in the following location:

**KENYA BUREAU OF STANDARDS  
OFF MOMBASA ROAD  
POPO ROAD  
BEHIND BELLEVUE CINEMA  
CONFERENCE ROOM**

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

19.2 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.

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

### **20. Clarification of Tenders**

20.1 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.

20.2 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.

### **21. Preliminary Examination**

21.1 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.

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

21.3 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.

21.4 Prior to the detailed evaluation, pursuant to paragraph 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.

21.5 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

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

22.1 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

22.2 The Procuring entity's evaluation of a tender will exclude and not take into account:

- (b) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

22.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

22.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

(a) Delivery schedule offered in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

(c) The cost of components, mandatory spare parts, and service;

(d) The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender.

22.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

(a) *Delivery schedule.*

The Procuring entity requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

## **Award of Contract**

Tenderers shall state their tender price for the payment of 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.

(c) *Spare parts and after sales service facilities.*

Tenderers must offer items with service and spares parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied.

## **23. Contacting the Procuring entity**

23.1 Subject to paragraph 20, 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.

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 Tenderer's tender.

## **24. Post-qualification**

24.1 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.

24.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as the

Procuring entity deems necessary and appropriate.

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

## **25. Award Criteria**

- 25.1 Subject to paragraph 10, 23 and 28 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.

## **26. Procuring entity's Right to Vary quantities**

- 26.1 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.

## **27. Procuring entity's Right to Accept or Reject Any or All Tenders**

- 27.1 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.

## **28. Notification of Award**

- 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.
- 28.2 The notification of award will constitute the formation of the Contract.
- 28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

## **29. Signing of Contract**

- 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.
- 29.2 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.

## **30. Performance Security**

- 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.

- 30.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 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.

### **31. Corrupt Fraudulent Practices**

- 31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, the Procuring entity: -

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing 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;
  - (b) 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;
  - (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.
- 31.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

## SECTION C - GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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.

### 2. Application

2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

### 3. Country of Origin

3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.

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

### 3.3 Patent Rights

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

### 4. Standards

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

### 5. Use of Contract Documents and Information

5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, 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.

5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

5.3 Any document, other than the Contract itself, enumerated in paragraph 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.

## **6. Patent Rights**

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.

## **7. Performance Security**

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.

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.

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.

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.

## **8. Inspection and Tests**

8.1 The Procuring entities 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.

8.2 The inspections and tests may be conducted on 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.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring entity may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring entity.



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 Goods having previously been inspected, tested, and passed by the Procuring entity or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

## **9. Packing**

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.

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.

## **10. Delivery and Documents**

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

## **11. Insurance**

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

## **12. Payment**

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.

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

## **13. Prices**

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.

## **14. Assignment**

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.

## **15. Subcontracts**

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.

**16. Termination for Default**

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.

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, Goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar Goods.

**17. Liquidated Damages**

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 goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

**18. Resolution of Disputes**

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

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.

**19. Language and Law**

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.

**20. Force Majeure**

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 delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## Section D. Special Conditions of Contract

1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.
2. **Bid Security.** The tenderer shall furnish, as part of its tender a tender security comprising **of 2% of the total quoted tender price**. The tender security shall be cash, a **bank guarantee** from a Reputable bank or such insurance guarantee approved by the authority valid for 30 days beyond the validity of the tender
3. **General conditions of the contract clause 7.1 performance security.**  
The performance security shall be in the amount of 10% of the contract price and shall remain valid for 30 days beyond the last date of installation and commissioning.
4. Where the tender price is in foreign currency, the Exchange Rate will be as per Central Bank of Kenya exchange rate of Tender closing/opening date.

## Section E. Schedule of Requirements

Number	Description	Quantity	Delivery schedule Start: End:
1.	Supply & Implementation of Vehicle Tracking and Fleet Management System		

(Shipment) In weeks/months from \_\_\_\_\_

**Indicate your Delivery schedule for the service after receipt of a confirmed Purchase Order from the Kenya Bureau of Standards.**

## Section F. Technical Specifications

### **SUPPLY & IMPLEMENTATION OF VEHICLE TRACKING AND FLEET MANAGEMENT SYSTEM**

#### **Introduction**

KEBS recognizes the important role that technology plays in achieving its strategic objectives, improving efficiency and enhancing public service delivery. The company seeks to implement a web-based and Mobile App vehicle tracking management solution to enhance efficiency in the vehicle management process. The solution will:

- i. Incorporate real-Time GPS/GPRS based vehicle mounted (on-board) units for tracking
- ii. Deliver real time monitoring and reporting of vehicle operations and logistics

#### **GENERAL FEATURES:**

##### **1. Vehicle Tracking and Monitoring Features**

- a) The system must have a remote vehicle immobilization capacity for absolute control where necessary
- b) The system should be capable of real time monitoring in remote areas by use of Global position system(GPS)
- c) The system should create different user accounts with different rights and access
- d) The system should have a 24HR support service and backup
- e) The system should be tamper proofed have audit trail
- f) The system should have an internal battery for back up enabling continued storage and transmission of tracking data even when the main power from vehicle is disconnected.
- g) The system should not interfere with the existing vehicle alarm system.
- h) The tracking shall not impair the operations of the vehicle.
- i) The system should be able to have a capacity to handle over 100 units fitted to a fleet of vehicles.
- j) The system should enable replay of movement of the vehicle

- k) SMS and email alerts
- a. system should have capabilities for panic alerts events
- b. The tracker should indicate speed at which the vehicle is moving.

## **2. Fuel Management Features**

- (a) The system should have a feature that remotely monitors the usage of fuel and reporting on fuel consumption and give alerts on fuel theft. Fuel monitoring gadget should be attached.
- (b) The system should have features that capture fuel issuance to the vehicle and amounts of fuel per day, week, monthly and year. In addition, it should be able to generate fuel analysis reports.
- (c) The system shall allow the users to record the fuel intake of a vehicle against the under listed,
  - (i) Quantity taken against vehicle registration number.
  - (ii) Department.
  - (iii) Time and date
  - (iv) Distance covered against fuel drawn and the ratios, this will determine the fuel consumption per Km covered on each vehicle.
- (d) The system should determine the location, time and volume of fuelling
- e) The fuel gadget should not tamper with the vehicle system.

## **3. Driver Management Features**

- (a) The system should allow users to manage information on drivers, including; -
  - (i) Name
  - (ii) Driver permit details
  - (iii) Driving history
  - (iv) Driving experience
  - (v) Accident reports
  - (vi) Drivers health details (medical history)
- (b) The system shall allow users to determine the driver of a particular vehicle at any given time on a map
- (c) The system shall allow driver monitoring through trip initiation and end time with mileage, idling and stop time, Maximum speeds and number of speed events.

- (d) The system shall allow fleet supervisors and managers to send instructions to drivers through email and SMS.
- (e) The system should give alerts of fatigue driving, parking alarms etc
- (f) The system should authorize drivers to drive any of the vehicles. We would like to have the flexibility of defining who can drive which vehicle but still track each driver by a unique driver identity tag irrespective of the vehicle he/she drives.
- (g) The system should use the driver's ID integration with the system alerts to assess and analyse the driver's behaviour and patterns over prescribed periods.
- (h) Monthly or periodic driver performance rating reports to be provided from the system

#### **4. Vehicle Management**

(a) The system should allow users to manage information on vehicles including but not limited to

-Registration Number

-Department

-Make

-Model

-Mileage

(b) The system must capture towing events, break down events and other accidents events

(c) The system must capture engine idling and freewheeling instances and send alerts.

d) The system has the ability to capture and record instances of harsh braking and harsh acceleration.

(e) The system should allow the driver to report incidences on the road e.g. accident, breakdowns, traffic issues

(f) The system should allow the driver to sign in out and give a summary of vehicles' condition at the end of the day

(g) Ability to review vehicle use logs like Harsh Braking, Harsh Acceleration and Road Speed limit adherence

- (h) Enable access to vehicle dashboard configuration like mileage, fuel consumption rate, Excessive idling and virtual odometer

## **5. Booking and vehicle usage process**

- a) The system should have carpooling capabilities where the supervisors approves the trip for the transport officer assign vehicles to the users.
- b) The system should be web based or mobile app for booking request
- c) Once the approval has been done by the supervisor an alert goes to the Transport office to assigns a vehicle and an alert goes to the user and the driver via sms /emails.
- d) The system should identify the category of the users from the drivers, staff, authorizing officer, Transport officer, HODs, etc.
- e) The system shall track the movement of the vehicle from the start of the trip to the end.
- f) The system should alert the transport office that the vehicle is back after the journey/trip via sms/emails.
- g) The system should at all the time show the vehicles that are not assigned a trip and are available within the compound
- h) The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destinations against user's requests.
- (k) The system should have Geo-Fencing capability and creation of routes to vehicles
- (l) GEO Zone management with Panic Alerts, Vehicle Immobilization alerts and unauthorized movement alerts
- (m) Enable route replays to track vehicle movement history over a period of time

## **6 Service/repair and maintenance of a vehicle**

- (a) The system must have a feature that is integrated to maintenance schedule, vehicles, current and next due service and to give alerts when service of the vehicle is due.



- (b) The system shall be able to track time taken from initial defects reporting by the driver to end of the process
- (c) The system shall have a provision to manage information on vehicle maintenance costs, vehicle valuations and repair histories.
- (d) The system shall have a provision to input data on vehicle maintenance costs per vehicle.
- (e) The system shall indicate the number of vehicles taken to garage: date taken and date back from the garage

## **7. Report Methods**

- (a) The system shall have a comprehensive and Integra table process through a dynamic report generator.
- (b) The system should be able to export and process report on various formats eg. PDF, Excel, word etc
- (c) The system shall provide detailed report on start and end stop time of all the trips of vehicles with their respective locations.
- (d) The system shall provide a report on vehicle usage at any one instant. This report shall include,
  - Vehicle registration number
  - Staff member using the vehicle.
  - Destination.
  - Time of departure.
  - Time of return.
- (e) The system shall provide an accident reconstruction report,
  - Location/scene of the accidents.
  - Time and date of accident.
  - Recorded events five (5) minutes before the accidents.
  - speed by the time of the accident.
  - upload accident reports i.e drivers' statements, police abstract, insurance reports.
  - Snapshot of accident by automatic transmission of minute by minute pre and post impact data.
- (f) The system shall schedule of reports to be submitted to the users automatically.
- (g) All reports shall be designed for printing and flexible to allow a user to select a desired paper size and orientation.

(h) No report 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.

(i) All reports shall show an “end of report “line at the bottom of the page. This will enable the recipient of the report to tell if it’s complete.

### **Evaluation criteria**

The evaluation will be undertaken through a five (5) stage process as detailed below:

- i. Mandatory Evaluation: Pass/Fail basis
- ii. Technical Mandatory Compliance Evaluation: Pass/Fail Basis
- iii. Technical Capacity Evaluation: (60%)
- iv. Pitch Presentation: (20%)
- v. Financial Evaluation (20%)

### **Stage 1: General Pre-Qualification (Mandatory Requirements)**

The Bids shall undergo a general pre-qualification process in order to determine the bid compliance to the following preliminary qualification merits:

<b>No</b>	<b>Description of requirement</b>	<b>Pass/Fail</b>
1.	Copy of certificate of incorporation/registration	
2.	Copy of KRA pin certificate	
3.	Must Submit a copy of Valid Tax Compliance certificate.	
4.	Valid certificate from Communication Authority of Kenya (CAK) and Information communication telecommunication Authority (ICTA) certificate	
5.	NHIF & NSSF compliance certificates	
6.	Audited accounts for the latest three consecutive years (2015, 2016 & 2017)	
7.	Provide a letter of accreditation by supplier & license to see and support (operate) the system/manufacturers authorization letter.	
8.	Confidential business questionnaire fully signed and stamped.	
9.	Tender form duly signed and stamped	
10.	Authorization from Software developer for those reselling customized products from Microsoft, Oracle, Tally, Accpac, SAP etc	
11.	Evidence that the company has been registered and operational for at least 5 years	
12.	Must provide a bid security of 2% of tender	

	amount from a commercial bank or insurance company approved by the PPRA valid for 150 days from the date of tender opening.	
13.	Attach a current certified bank statement for six months to demonstrate financial ability	
14.	Authorization from Software developer for those reselling customized products from Microsoft, Oracle, Tally, Accpac, SAP etc	
15.	Evidence of physical registered office (attach utility bills/ lease agreement /rental payment receipt/ evidence of ownership of the premises)	
16.	Tenderer to provide a declaration under oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices.	

## Stage 2: Mandatory Technical compliance evaluation

All the bids admitted at the general pre-qualification (mandatory requirements) stage shall be subjected to technical compliance evaluation based on the set criteria as per the table below. Technical bid 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	If complied, bidders explanation of compliance with reference to datasheet or bill of materials
	Vehicle tracking system with fuel monitoring capability	
<b>A</b>	<b>Vehicle management</b>	
1	The GPS Tracking system must be linked by secured encrypted connection direct to the on-board unit installed in the vehicle. GPS and GSM tracking network with the 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 with provision of a mobile app. KEBS to host 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	

	<p>the vehicle leaves or enters the area. E,g</p> <ul style="list-style-type: none"> <li>▪ Location authorized/Not authorized</li> <li>▪ By time of the day example 6am to 6pm</li> <li>▪ By days of the week example Monday to Friday</li> <li>▪ By route example from present point “x”to point “y”</li> </ul>	
5	The system must have a remote vehicle immobilization capacity for absolute control where necessary.	
6	<p>The system shall allow users to manage information on vehicles including but not limited to:</p> <ul style="list-style-type: none"> <li>▪ Registration number</li> <li>▪ Department</li> <li>▪ Make</li> <li>▪ Model</li> <li>▪ Mileage</li> </ul>	
	<p>The system should have car-pooling capabilities where the supervisors approves the trip for the transport officer assign vehicles to the users. Once the approval has been done by the supervisor an alert goes to the Transport office to assigns a vehicle and an alert goes to the user and the driver via sms /emails.</p>	
	<p>The system should alert the transport office that the vehicle is back after the journey/trip via sms/emails.</p> <p>The system should at all the time show the vehicles that are not assigned a trip and are available within the compound</p>	
	The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destinations against users request	
7	The system must have a feature that is integrated to motor vehicle service mileage intervals to give alerts when next service of the vehicle is due.	
8	The system must capture engine idling and freewheeling instances and give alerts	
9	The system must have a feature that captures fuel issues to the vehicle amounts of fuel per day, week, and 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.	
11	The system should be able to allow for adding the points of interest and have reports on the visitation of the same.	

12	The system should be capable of real time monitoring in remote areas	
13	The system shall allow scheduling of reports to be submitted to users automatically	
14	The system shall allow users to request for vehicles, and provide the trips, start and destination points and the respective times.	
15	The system shall provide functionality to record inspection/service history of a vehicle over a given period of time.	
16	The system shall have a provision to manage information on vehicle maintenance costs, vehicle valuations ,repair histories	
17	The system should be able to integrate the other systems that already exist	
18	The system shall allow users to perform route optimization by allocating closest vehicles to corresponding journeys or destinations points against users' vehicle requests.	
19	The system shall have a provision to input data on vehicle maintenance costs-vehicle per vehicle	
20	The system shall allow users to record the fuel intake of vehicle, against the under list: <ul style="list-style-type: none"> <li>▪ Quantity taken against vehicle registration No.</li> <li>▪ Department</li> <li>▪ Time and date</li> <li>▪ Distance covered against fuel taken and the ratios</li> </ul>	
<b>B</b>	<b>Driver Management</b>	
1	The system shall allow users to manage information on drivers including but not limited to: <ul style="list-style-type: none"> <li>▪ Name</li> <li>▪ Driving permits details</li> <li>▪ Driving history (departments, stations)</li> <li>▪ Driving experience</li> <li>▪ Accident reports, drivers health details erg eye sight, medical history</li> </ul>	
2	The system shall allow fleet supervisors receive alerts in case of drivers violating specific parameters such as speed, routes, destination points e.t.c	
3	The system shall allow users to determine the driver of a particular vehicle at any given time	
4	The system shall allow deriver monitoring through trip initiation and end time with mileage, idling and stop time ,maximum speeds and number of over speed events	
5	The system shall allow fleet supervisors and managers to send instructions through email and	

	sms.	
6	The system should use the driver's ID integration with the system alerts to assess and analyze the drivers behavior and patterns over prescribed periods. Monthly or periodic driver performance rating reports to be provided in the system	
<b>C</b>	<b>Reporting</b>	
1	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.	
2	The system should be able to EXPORT DATA to INTEGRATE with financial management system.	
3	The system should be able to export and process report on various format e.g. PDF, ELS etc	
4	The system shall provide a detailed report on start and stop times of all the trips of vehicles with their respective locations	
5	The system shall provide a report on vehicle usage at any one instant. The report shall include vehicle number, staff member using the vehicle, destination, time of departure, time of return	
6	The system shall provide graphic reports on vehicle usage ,distinguishing different status (ie private or official movements)	
7	The system shall provide a report rating the vehicle and drivers performance in relation to: <ul style="list-style-type: none"> <li>▪ Speed, acceleration, deceleration, idle time, revolutions per minute(RPM) and high speed in sharp corners</li> </ul>	
8	The system shall provide a report showing speed profile of a vehicle in one-minute interval eg maximum speed	
9	Reports must be complete with all data properly displaced	
10	The system shall provide reports/presentation on accidents showing, <ul style="list-style-type: none"> <li>▪ Location/scene of the accidents.</li> <li>▪ Time and date of accident.</li> <li>▪ Recorded events five (5) minutes before the accidents.</li> <li>▪ Speed by the time of the accident.</li> <li>▪ Incorporated accident police report as well as insurance.</li> <li>▪ Snapshot of accident by automatic transmission of minute by minute pre and post impact data.</li> </ul>	

<b>D</b>	<b>Cross cutting functionality</b>	
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 resources, quickly develop, publish and disseminate reports for information collaboration with the organization.	
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 it services using service oriented architecture to enable extensibility.	
5	The system shall log all activities performed by users and these logs should be easily accessible by the privileged users .	
6	No report 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 shows 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)eg 1 of 7	
9	All reports shall adhere to the standard layout, which includes headings and trailers (footers).This layout shall allow for branding by the KEBS 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 to use.	
11	The system shall allow a user to assign individuals a role to perform defined tasks	
12	The system shall allow an administrator user to define the limits and privileges of each role.	
13	The system shall allow possess the capacity to track versions of all documents, files or records it generates	
14	The system shall allow the authentication and authorization to be controlled both at active directory level and application level	
15	Get actual vehicle allocation	

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 buttons	
25	Generate reports of vehicle trips, stoppages ,durations and location ,mileage etc	
26	Get user name and password to log into the website	
27	Access real time reports on mobile phone, laptops, 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	Relies on GPS/ GPRS/GSM technology	
32	Real time visibility in remote areas	
33	24hour support service	
34	One-year warranty in case of devise /unit failure within the contract period	

**Note : bidders are required to provide brochures and data sheets to aid in evaluation at the technical compliance state.**

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

The following requirements must be met by the tenderer. All attachments should be in readable formats i.e PDF or jpeg

### **Stage 3: Technical capacity evaluation**

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

No	Requirement	Criteria description	Score
1	Experience of the firm	<p>Attached a copy of company profile showing capability to offer the above services (<b>3marks</b>)</p> <p>Bidders must provide names of three (3) clients where similar projects have been successfully implemented and maintained. At least 3 state corporation clients/parastatal/ministry/government bodies. Bidders must further attach supply and maintenance work order copies and recommendation letters from the reference clients above.</p> <p>2marks for each work order copy for</p>	15



		3orders( <b>6marks</b> ) 2marks for each recommendation letter( <b>6marks</b> )	
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> <p>1.Experience of the Project Team (certified curriculum vitae(CV) and qualification documents) 1 mark</p> <p>2. Project Manager(<b>PMP</b>) (at least five years' experience in similar Projects) 1 mark for each year of experience maximum of 5 marks.</p> <p>3. Project Engineer-(Three project engineers-ERP and Supporting hardware and software respectively) (at least three years' experience in similar projects) 1 marks for each year of experience maximum of 9 marks.</p>	15
3	Implementation plan	<p>Bidders are required to state the implementation period of the items required. A firm proposing a delivery period of less than three (3) months will score a maximum of <b>5marks</b>.</p> <p>Bidders are also required to give proposal for a work plan for the period under consideration (<b>5marks</b>)</p>	10
4	Financial capacity	Tenderers should show proof of financial capability by attaching the last 3 years audited accounts and 6 months certified current bank statement	4
5	Warranty	<ul style="list-style-type: none"> <li>a) Warranty period, min 2 years</li> <li>b) Warranty replacement reporting for parts that fail early.</li> <li>c) Provide Service Level Agreement details – min. 2 years</li> <li>d) Must specify support services</li> <li>e) Must state the response time to reported defects</li> <li>f) Must specify system reliability minimum 99%</li> <li>g) Must specify warranty provisions</li> <li>h) System to provide online service 24 hours a day for the period of</li> </ul>	16



		the contract	
<b>Total</b>			<b>60</b>

Pass mark 50/60

#### Stage 4: Pitching presentation stage

At the pitch presentation stage, bidders will be expected to present their proposed system as detailed below:

The bidder will be required to conduct a 45 minutes Demo based on:

One of the two listed relevant and comparable assignments (in this case the bidder will be required to align the demonstration to the assignment citing examples of how the) OR

Present a prototype/demo/mock-up of the assignment (in this case the bidder is required to demonstrate a proposal of how the KEBS ----- shall be developed and function as understood by the bidder.

No.	Criteria (the following will be assessed during the demo)	Max Score
1.	Understanding of the KEBS project	2.5
2.	Understanding of Assignment Requirements as detailed in the URS and SRS.	2.5
3.	Able to link the demo to the requirements.	2.5
4.	<b>User Experience</b> a. User Interface (clean interface)	1
5	b. Usability (intuitive)	1
	<b>Technology used</b> a. Web based application (and supports all major browsers), (native or responsive to mobile devices)	3
	b. Mobile App	3
	c. Use of new technology (coding language, framework and database)	1.5
	d. Optimal system design (light and utilizes limited CPU resources)	1.5
	e. Scalability (from the end user's perspective)	1.5
	<b>TOTAL</b>	<b>20</b>

**Stage 5: financial evaluation**

At this stage, the lowest evaluation bidder will be proposed for award of the tender.  
The format for submitting the financials proposal for car tracking and fleet management system should be as follows:

No	Item	Qty	Unit cost-kshs	Total-kshs
1	Tender for the Supply and Deployment of a car Tracking gargets and fleet management Solution	1		
2	Indicate cost of training of at least three (3) technical administrator's in the management of the car Tracking and fleet management System	Lot		
3	Cost of annual subscription support charges per month per vehicle	annual		
4	Installation and hardware cost	1		
	Total cost			

**Formulae for determining the Financial Score (Sf)**

$Sf = 100 \times \frac{Fm}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = I*) indicated in the Appendix. The combined technical and financial score, *S*, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ .

Any additional information considered important.

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

Tenderer's Name .....

Company's rubber stamp.....

**The quoted unit rate shall be applicable for the current fleet of 51 vehicles at the headquarters that the KEBS currently has, to be used as and when required for a period of 2yrs.**



**Bidders are required to make a provision (based on the quoted unit rate) of any other vehicles that the KEBS bring on board in a period of 2 years' renewal.**

**In case of discrepancy between unit price and total cost, the unit price shall prevail**

**Note: The prices quoted should be inclusive of all taxes and transport costs and any other incidental costs.**

In addition, Due diligence will only be done to the successful bidder i.e. lowest responsive bidder and thereafter recommendation will be made for a further possible award.

**NB:** Tender Processing Committee will set out the due diligence criteria to be used for the most responsive bidder to ascertain the accuracy of the information given in the tender documents, capacity and Capability of the tenderers and confirm whether the system quoted conform to the contract specification.

## Section G. Tender Form and Price Schedules

### (i) Form of Tender

Date: \_\_\_\_\_

Tender N<sup>o</sup>: \_\_\_\_\_

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 and deliver..... [Description of services] In conformity with the said tender documents for the sum of..... [Total tender amount in words and figures]

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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 and on behalf of \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

**Part 1 General**

Business Name .....

Location of Business Premises .....

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

Postal address ..... Tel No. .... Fax Email.....

Nature of Business .....

Registration Certificate No.....

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

Kshs.

Name of your bank

	<p align="center"><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p> <p><b>Date.....Signature of Tenderer.....</b></p>																				
	<p align="center"><b>Part 2 (b) – Partnership</b></p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p><b>Date.....Signature of Tenderer.....</b></p>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		
	<p align="center"><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> <p><b>Date.....Signature of Tenderer.....</b></p>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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4. ....	.....	.....	.....																		

## Section H. 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  
of..... *[Name and/or*  
*description of the goods]*  
(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 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]*



## Section I. 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, viz.,..... [*Brief description of 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 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 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, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

In the presence of \_\_\_\_\_

## Section J. 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 figures]*, 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 your 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\_\_\_\_.

Signature and seal of the Guarantors

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

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*



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