

PUBLIC PROCUREMENT OVERSIGHT AUTHORITY

Transforming Procurement



TENDER DOCUMENT

FOR

THE SUPPLY, IMPLEMENTATION & COMMISSIONING OF
VEHICLE ALARM, TRACKING AND ONLINE FLEET
MANAGEMENT SYSTEM SOFTWARE SOLUTION

TENDER PPOA/11/ 2015 – 2016

SUBMISSION DEADLINE:

Wednesday, 06th April 2016 at 10.00 A.M.

10TH FLOOR, NATIONAL BANK BUILDING

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SECTION I

- INVITATION TO TENDER

	PUBLIC PROCUREMENT OVERSIGHT AUTHORITY <i>Transforming Procurement</i>
National Bank Building Telephone No. +254 (020) 3244000, 2213106/7 Fax: +254 (020) 2213105, 3244399, 3244288 E-mail: info@ppoa.go.ke When replying please quote: Tender NO. PPOA/11/ 2015 – 2016	P.O. Box 58535-00200 NAIROBI KENYA

RE: TENDER. NO. PPOA/11/ 2015 – 2016 FOR SUPPLY, IMPLEMENTATION & COMMISSIONING OF VEHICLE TRACKING AND ONLINE FLEET MANAGEMENT SYSTEM SOFTWARE SOLUTION

The Public Procurement Oversight Authority is tendering for the above service. In this regard, PPOA invites tenders from interested firms to provide the said system.

Details of the required information can be downloaded **FREE OF CHARGE** from PPOA website www.ppoa.go.ke and the IFMIS website www.supplier.treasury.go.ke

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

Tenders must be accompanied by a **Tender Security** of **Kenya Shillings fifty Thousand (50,000)** in form of a guarantee from a reputable bank or an insurance company approved by PPOA payable to the Director-General, Public Procurement Oversight Authority.

Completed tender documents **MUST** be enclosed in plain sealed envelopes, marked with the **Tender Number and Name** and be deposited in the tender box provided at PPOA Offices, **10th floor, National Bank Building, Harambee Avenue, Nairobi** addressed to:

**The Director-General,
Public Procurement Oversight Authority,
P. O. Box 58535 – 00200,
NAIROBI**

So as to be received on or before **Wednesday, 06th April 2016 at 10.00 a.m.** Tenders will be opened immediately thereafter in the presence of the tenderers' representatives who choose to attend the opening at the Board Room, 10th floor, National Bank Building, Harambee Avenue.

DIRECTOR-GENERAL

SECTION II

– INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. PPOA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 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 PPOA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and PPOA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall be no price charged for the tender document.
- 2.2.3 PPOA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Technical Specifications
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify PPOA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. PPOA 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 PPOA. 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 who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with 2.8,2. 9,2.10 Below.

- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by PPOA within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect PPOA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Public Procurement Oversight Authority.
- d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by PPOA as non-responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by PPOA.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by PPOA 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 2.26

or

- (ii) to furnish performance security in accordance with paragraph 2.27
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by PPOA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by PPOA as non-responsive.
- 2.13.2 In exceptional circumstances, PPOA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare one **"ORIGINAL TENDER"** as appropriate.
- 2.14.2 The original tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original tender in an envelope, duly marking the envelope as **"ORIGINAL"**. And shall:
 - (a) be addressed to PPOA at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE Wednesday, 6th APRIL 2016 at 10.00 a.m."**
- 2.15.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.15.3 If the envelope is not sealed and marked as required by paragraph 2.15.1, PPOA will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by PPOA at the address specified under paragraph 2.15.1 no later than **06th APRIL 2016 at 10.00 am**
- 2.16.2 PPOA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of PPOA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by PPOA as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification , including substitution or withdrawal of the tender's is received by PPOA prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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 2.12.8.
- 2.17.5 PPOA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 PPOA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 PPOA will open all tenders in the presence of tenderers representatives who choose to attend, at **Monday, 06th April 2016 at 10.00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other

details as PPOA, at its discretion, may consider appropriate, will be announced at the opening.

- 2.18.4 PPOA will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders PPOA 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 shall be sought, offered, or permitted.

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

2.20 Preliminary Examination and Responsiveness

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

- 2.20.2 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.

- 2.20.3 PPOA may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, PPOA 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. PPOA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, PPOA will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

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

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

2.22.3 PPOA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

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

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting PPOA

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, PPOA 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as PPOA deems necessary and appropriate.

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

b) Award Criteria

2.24.4 Subject to paragraph 2.22 PPOA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.5 PPOA 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 PPOA's action. If PPOA determines that none of the tenderers is responsive; PPOA shall notify each tenderer who submitted a tender.

2.24.6 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 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, PPOA will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and PPOA pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, PPOA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as PPOA notifies the successful tenderer that its tender has been accepted, PPOA will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to PPOA.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from PPOA, 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 PPOA.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event PPOA may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 PPOA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 PPOA 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;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms registered in Kenya.
2.2.2	Price to be charged for tender documents. free of charge
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration / Incorporation ii) Certificate of valid tax compliance
2.12.2	Particulars of tender security – Kshs 50,000.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Oversight Authority (PPOA).
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.
2.20.1	<p>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:</p> <ol style="list-style-type: none"> 1) Copy of certificate of Registration/Incorporation 2) Copy of Valid Tax Compliance certificate 3) Must Fill the Price Schedule in the format provided 4) Must Fill the Form of Tender in the format provided 5) Must submit a dully filled up Confidential Business Questionnaire in format provided 6) Must submit three (3) client recommendation letters. 7) Must submit brochures / technical literature of the systems they intend to provide 8) Audited accounts for the year 2013/2014 <p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>

Instructions to tenderers	Particulars of appendix to instructions to tenderers																	
2.22	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p><u>Selection Process</u></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><u>STEP 1: Preliminary evaluation</u></p> <p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><u>STEP 2: Technical evaluation</u></p> <p>Tenderes will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation</p> <ul style="list-style-type: none"> ▪ The short listed bidders from the proposed system technical evaluation shall be required to present their solution to evaluators / stakeholders. Only bidders who score 70% and above of the proposed systems technical evaluation will be subjected to the technical and functional demonstration of the solution. The non compliant submissions will be eliminated from the entire evaluation process and will not be considered further. <p>The demonstration will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> ▪ Demonstration of the functional and technical capabilities of the system and how it meets the requirements of the Public Procurement Oversight Authority; ▪ User friendliness of the system; ▪ Reporting capability of the system. <table border="1" data-bbox="456 1377 1378 1667"> <thead> <tr> <th>Area</th> <th>Sub-area</th> <th>Rating / Scores</th> </tr> </thead> <tbody> <tr> <td>Preliminary evaluation</td> <td>Compliance evaluation</td> <td>Elimination</td> </tr> <tr> <td rowspan="2">Technical Evaluation (80%)</td> <td>Proposed systems evaluation</td> <td>50</td> </tr> <tr> <td>Demonstration of the functional and technical capabilities of the system</td> <td>30</td> </tr> <tr> <td>Financial (20%)</td> <td>Financial proposal</td> <td>20</td> </tr> <tr> <td>Total</td> <td></td> <td>100</td> </tr> </tbody> </table> <p><u>FINANCIAL SCORE</u></p> <p>Each of the financial submissions will be divided by the lowest financial quote to determine the financial score of each. This section will carry a total of 20% of the whole evaluation.</p>	Area	Sub-area	Rating / Scores	Preliminary evaluation	Compliance evaluation	Elimination	Technical Evaluation (80%)	Proposed systems evaluation	50	Demonstration of the functional and technical capabilities of the system	30	Financial (20%)	Financial proposal	20	Total		100
Area	Sub-area	Rating / Scores																
Preliminary evaluation	Compliance evaluation	Elimination																
Technical Evaluation (80%)	Proposed systems evaluation	50																
	Demonstration of the functional and technical capabilities of the system	30																
Financial (20%)	Financial proposal	20																
Total		100																

Instructions to tenderers	Particulars of appendix to instructions to tenderers
	<p><i><u>COMBINED TECHNICAL AND FINANCIAL SCORES</u></i></p> <p>The following formula shall be used</p> <p>T.S (80%) + F.S (20%) = T.T.L (100%)</p> <p>T.S = Technical Score = (Technical Evaluation + site Visit) as evaluated against the technical criteria</p> <p>F.S = Financial Score (computed as below)</p> <p>FSL / FSC = FS</p> <p>FSC = Financial submission of the tender under consideration.</p> <p>FSL = Financial score for the lowest tender.</p> <p>FS = Computed financial score for each tenderer.</p> <p>T.T.L = Total Score</p> <p><i><u>STEP 3: Financial Evaluation</u></i></p> <p>This will include the following:-</p> <p>a) Confirmation and considering price schedule duly completed and signed</p> <p>b) Conducting a financial comparison</p> <p>c) Correction of arithmetical errors</p>
2.24 (a)	Particulars of post – qualification if applicable. PPOA may carry out post qualification and inspect the premises or contact listed clients to confirm details
2.24.4	Award Criteria: Award will be made to the lowest evaluated bidder in financial evaluation.
2.27	Particulars of performance security if applicable. N/A
Other's as necessary	

SECTION III

- GENERAL CONDITIONS OF CONTRACT

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SECTION III

- GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between PPOA and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to PPOA under the Contract.
- d) "PPOA" means the organization sourcing for the services under this Contract.
- e) "The contractor" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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

3.5 Performance Security

- 3.5.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to PPOA the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 The proceeds of the performance security shall be payable to PPOA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to PPOA and shall be in the form of:
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 The performance security will be discharged by PPOA and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 PPOA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. PPOA shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 PPOA.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, PPOA may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to PPOA.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

- 3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.8 Prices

3.8.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in PPOA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

3.9.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with PPOA's prior written consent.

3.10 Termination for Default

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

3.10.2 In the event PPOA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to PPOA for any excess costs for such similar services.

3.11 Termination of insolvency

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

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

3.13.1 PPOA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law.

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

3.17 Notices

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

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

SECTION IV

- SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: N/A
3.7	Specify method Payments. Payments shall be made after the supply, implementation & commissioning of vehicle Alarm, tracking and online fleet management system software solution within 30 days upon receipt of Invoice(s).
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: 10th floor NATIONAL BANK BUILDING HARAMBEEAVENUE P.O. BOX 58535 - 00200
Other's as necessary	Complete as necessary

SECTION V - SCHEDULE OF REQUIREMENTS

1. Bidders are requested to send their financial proposal illustrating cost per system module and as per the format provided.
2. All parameters of the solution to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer. PPOA reserves the right to reject the solution, if such deviations are found critical to the success of the project objectives.
3. The bidders are requested to present information along with their offers as follows:
 - Shortest possible delivery and implementation period of the solution.
 - Information on proper representative and/or workshop for back-up service and maintenance including their names and addresses.
4. The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain.
5. It is expected that the contractor will provide training for both technical support staff and end users. *A full training schedule for all targeted users, including costs (if any and duration, should be provided.*
6. The financial proposal should clearly show the cost of equipment, cost per system module, cost of initial installation and standing (monthly) charges where applicable, and or usage (including communication) charges.
7. Clarity should be enshrined even where communication service provision is required from elsewhere other than the bidder and the requisite costs spelt out.
8. The contractor is expected to provide technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.
9. The bidders are required to provide information on how secure the proposed software solution is against possible system intruders to avoid unauthorised monitoring and/or online tempering of the devices.

Note: Vendor shall provide documentation of or reference to information published on the Internet documenting compliance with requirements above.

Project Schedule

- The vendor should provide a detailed activity schedule indicating lead times, estimated delivery dates, duration of installation, testing and commissioning. This schedule shall be used to track progress and performance of the contractor.
- The vendor shall be expected to carry out a live demo by showcasing existing clientele solutions online both for fleet management and vehicle tracking. Two of the clientele must be from the public service.
- This project is expected to take no longer than **one (1) months** from date of award of the contract.

SECTION VI

- TECHNICAL SPECIFICATIONS

Supply, Implementation & Commissioning of Vehicle Alarm, Tracking and Online Fleet Management System Software Solution

1. Introduction and Background

PPOA intends to implement an effective fleet management system that will help control expenditure while at the same time ensuring proper use of PPOA fleet resources.

PPOA has the following fleet of vehicles. To this end we seek to partner with a vendor on a one year agreement renewable yearly upto a maximum of three years subject to satisfactory performance.

SR/NO	MAKE	MAN. YEAR	FUELS	ENG. CAPACITY
1	Toyota Fortuner	2014	Diesel	2982
2	Toyota Fortuner	2014	Diesel	2982
3	Toyota Hiace	2014	Diesel	2494
4	Toyota Corolla	2014	Petrol	1598
5	Land Rover	2014	Diesel	2200
6	Land rover	2014	Diesel	2200
7	VW Passat 1.8 TSi	2013	Petrol	1796

Objective

Implement an effective fleet management system that will ensure that the following issues are addressed:

Vehicle Tracking – This will allow for the organization to ensure they have an online view of the current location of the vehicle(s) they manage, speed at which they are being driven and even the direction the vehicle is facing, whether they are currently on or switched off, historical routes being re-played and reports being generated as to the history of each vehicles travel, service alerts, speed etc. Have the ability to immobilize a vehicle

Costing – Holds costs for each vehicle, with a selection of analysis and exception reports and charts.

Repairs & Maintenance – Record all service and maintenance data, with a user definable job card.

Drivers details - Holds full driver details, details of business, mileage, and maintains an allocation history (ie, who was driving which vehicle and when).

Accidents - hold comprehensive accident details which supports multiple third parties. Report to include summary, analysis and comparisons.

Fuel Monitoring - This will ensure control of the fuel statistics of every vehicle and the main fuel tanks. From where the vehicles are being fuelled; this will also give reports on the fuel consumption. System should identify a vehicle during fueling to allow dispensing. It will also give indication of unusual behaviour in fuel level drops and rise suggesting unusual variation in fuel level to suggest a need for further investigation. All fuels drawn from the pump to the tank must be authorized by the authorizing officer through the system.

Systems to have Web-based mapping and access from any web-enabled PC anywhere in the world. Real time fuel monitoring including real time filling detection, fuel consumption rate, theft detection, leaks detection, expected filling time

Vehicle Security; An electronic Log key providing access security to the vehicle through driver identification by using a personalized ID card. Without which the vehicle is locked against starting by several immobilizing circuits with an alarm to indicate intrusion. It will also provide Driver identification, Vehicle start and stop time, time taken between each trip, the speed of the vehicle, Rpm (revolutions per minute), Acceleration and deceleration, Vehicle destinations and positions, Routes followed by the vehicle (use of GPS), Trip distance, Trip costs, Violations on over-speeding, over-raving (rpm), over-acceleration /deceleration, idling with engine running etc, Last five-minute data before the accident , Business / private mileage covered by each driver/vehicle, Closing and opening of doors, Driver performance and Fuel consumption

TECHNICAL REQUIREMENT

Requirements for the vehicle Alarm, tracking and online fleet management system software solution & Specification

General Features & Capability	Bidder Response
1. Car Tracking	
Locate vehicle using GPRS/3G/GPS on a map overlay in real-time	
Show current speed at which vehicle is travelling at in real-time	
Show current vehicle status (engine off/ on/ moving) in real-time	
Has virtual fencing/ Geo fencing capability & alerting	
Alert when vehicle over speeding, out of allowed areas	
Alerts when vehicle license & service are due based on parameters entered	
Vehicle health check –service due, engine temp etc	
Motion detection to secure parked vehicles: tamper proof built-in Motion Sensor for movement & towing detection	
Integration of traffic and route selection features	
Vehicular communication features embedded in the fleet management System	
Security of the System by and from the third parties	
Shall beep alert on service due dates	
Capacity to disable on overdue service time on preset mileage	
Ability to disable vehicle remotely in real-time	
Mileage reader independent of the odometer	
Panic button on vehicle to alert system of distress incidences	
Allows vehicle identification by registration plate	

Retrieval services for car loss once reported	
Reports can be exported in excel and pdf format	
Compatible to Windows XP, Windows 7	
Has user rights management and permissions	
Ability to integrate fuel monitoring module to this module	
Driver ID capture available	
2. Fuel Monitoring	
Reports on fuel usage in real-time	
Shows current vehicle fuel tank level in litres online	
Reports can be exported	
Alerts on sudden fuel capacity change against time (addition & removal)	
Compatible to Windows XP, Windows 7	
Has user rights management and permissions	
Vehicle ID and Fuel taken, time and date	
System rider key for authorization	
Fuel measuring ability	
3. Reporting	
Can produce reports in real-time and online	
Can export reports in MS Excel format?	
Can produce graphical historic reports on location trends and fuel monitoring?	
Can replay routes of vehicles fitted with system	
Can keep historical information of over 3 months	
4. Administration Console	
System has an online administration console	
System server is hosted online and not in PPOA environment	
System has user rights administration capabilities	
5. Licensing	

Does system require annual licensing , give details	
Are licenses concurrent or named user licenses?	
6. System	
Supports/ compatible with all browser	
System must be hosted by the provider	
Support & maintenance must exists locally	
Free upgrade available of the system	

SECTION VII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.

3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.

5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

6. **Performance security Form** - The performance security form should not be completed by the tenderer 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 PPOA.

7. **Evaluation Response Forms** - These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
6. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.

4.1 FORM OF TENDER

Date _____
Tender No. PPOA/11/2015-2016

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***supply, implementation & commissioning of vehicle Alarm, tracking and online fleet management system software solution*** in conformity with the said Tender documents for the sum as ***per the Price Schedule*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

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.

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

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20____.
(Name)

[Signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

4.2 PRICE SCHEDULE OF SERVICES

Name of Tender: *supply, implementation & commissioning of vehicle Alarm, tracking and online fleet management system software solution*

Tender Number: PPOA/11/2015-2016

Based on the information contained in the Technical Specification, Tenderers should provide a breakdown of costs in the format shown below.

The cost should include applicable taxes.

Product Description	Compulsory/ Optional	Unit cost/ one year	QTY (number of vehicle)	Total Cost/ year one subscriptions
Installation cost				
(List equipment and accessories for a full package required at installation)			7	
TOTAL COST (VAT Inclusive)				
Annual Subscription				
2nd Year				
(add items as necessary)			7	
3rd Year				
(add items as necessary)			7	

Note: - Compulsory;- The device/software must be installed for the solution to function

- Optional;- Added features to enhance the use and reports of the solution, however the system can run without these features
- Cost should be inclusive of government taxes

Signature and Rubber Stamp of tenderer _____

4.3 CONTRACT FORM

THIS AGREEMENT made the ___day of ___20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "PPOA") of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS PPOA invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

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) PPOA's Notification of Award.
3. In consideration of the payments to be made by PPOA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with PPOA to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. PPOA hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for PPOA)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

4.4 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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,..... Street/Road.....</p> <p>Postal address Tel No.....</p> <p>Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>.....</p> <p>Branch</p>

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <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>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p style="text-align: center;">Part 2 (c) – Registered Company</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="1"> <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>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

4.5 FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”)

KNOW ALL PEOPLE by these presents that WE of [*Name of Insurance Company*] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*](hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 ___.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to PPOA up to the above amount upon receipt of its first written demand, without PPOA having to substantiate its demand, provided that in its demand PPOA 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 Guarantor not later than the said date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Performance Bank/Insurance Company Guarantee [Unconditional]

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/Insurance Company guarantee by a reputable Bank/Insurance Company 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/Insurance Company]

[address]

[date]

4.6 EVALUATION RESPONSE FORMS

4.6.1 Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

No.	Parameters / Requirements	Submitted / Not Submitted
1	Copy of Certificate of Registration/Incorporation	
2	Copy of Valid Tax Compliance certificate	
3	Must Fill the Price Schedule in the format provider	
4	Must Fill the Form of Tender in the format provided	
5	Must submit a duly filled up Confidential Business Questionnaire in format provided	
6	Must submit brochures / technical literature of the systems they intend to provide	
7	Must submit three (3) client recommendation letters.	
8	Audited Accounts For Year 2013/2014	
	Responsive/NOT Responsive	

4.6.2 Technical Evaluation Response Form

Bidders who attain a score 70% or more for each of the item at this stage will proceed to financial evaluation

General Features & Capability	Score
1. Car Tracking	23
Locate vehicle using GPRS/3G/GPS on a map overlay in real-time	1
Show current speed at which vehicle is travelling at in real-time	1
Show current vehicle status (engine off/ on/ moving) in real-time	1
Has virtual fencing/ Geo fencing capability & alerting	1
Alert when vehicle over speeding, out of allowed areas	1
Alerts when vehicle license & service are due based on parameters entered	1
Motion detection to secure parked vehicles; tamper proof built-in Motion Sensor for	1
Integration of traffic and route selection features	1
Vehicular communication features embedded in the fleet management System	1
Security of the System by and from the third parties	1
Vehicle health check –service due, engine temp etc	1
Shall beep alert on service due dates	1
Capacity to disable on overdue service time on preset mileage	1
Ability to disable vehicle remotely in real-time	1

Mileage reader independent of the odometer	1
Panic button on vehicle to alert system of distress incidences	1
Allows vehicle identification by registration plate	1
Retrieval services for car loss once reported	1
Reports can be exported in excel and pdf format	1
Compatible to Windows XP, Windows 7	1
Has user rights management and permissions	1
Ability to integrate fuel monitoring module to this module	1
Driver ID capture available	1
2. Fuel Monitoring	9
Reports on fuel usage in real-time	1
Shows current vehicle fuel tank level in litres online	1
Reports can be exported	1
Alerts on sudden fuel capacity change against time (addition & removal)	1
Compatible to Windows XP, Windows 7	1
Has user rights management and permissions	1
Vehicle ID and Fuel taken, time and date	1
System rider key for authorization	1
Fuel measuring ability	1
3. Reporting	5
Can produce reports in real-time and online	1
Can export reports in MS Excel format?	1
Can produce graphical historic reports on location trends and fuel monitoring?	1
Can replay routes of vehicles fitted with system	1
Can keep historical information of over 3 months	1
4. Administration Console	3
System has an online administration console	1
System server is hosted online and not in PPOA environment	1
System has user rights administration capabilities	1
5. Licensing	2
Does system require annual licensing , give details	1
Are licenses concurrent or named user licenses?	1
6. System	6
Supports Mozilla Firefox browser?	1
Supports MS internet explorer browser	1
Support & maintenance exists locally in Kenya?	1
Free upgrade available online?	1
Enhanced system security	1
Enhance online/internet security	1

7. Experience	8
The bidder should have been in operation as a supplier and installer of the proposed System for a minimum period of three (3) years.	2
The bidder must demonstrate thorough knowledge of the system, implemented and supported the System in institutions with similar business	2
The bidder must submit at least Three (3) sites where the proposed System has been implemented locally. One (1) of the Three (3) sites must be Government institution /State Corporations.	2
Technical specialists with at least three (3) years' experience installing the System. The specialists should have the relevant certificates that indicate skills and training in installing and commissioning the Systems of the nature	2
8. Declaration	2
The bidder must provide a written statement on security of the system, declaring any past or existing vulnerability experienced in the system and any known breaches to date.	1
1. Service Level Agreement	2
Must provide a sample copy of an elaborate SLA that guarantee accessibility, availability and security of the system including penalties on failures on the provider side.	2
TOTAL	60

Evaluation Demonstration.

The short listed bidders from the proposed system technical evaluation shall be required to present their solution to evaluators / stakeholders. Only bidders who score 70% and above of the proposed systems technical evaluation will be subjected to the technical and functional demonstration of the solution. The non compliant submissions will be eliminated from the entire evaluation process and will not be considered further.

The demonstration will be evaluated based on the following criteria:

- Demonstration of the functional and technical capabilities of the system and how it meets the requirements of the Public Procurement Oversight Authority;
- User friendliness of the system;
- Reporting capability of the system.

4.7 BIDDER'S EXPERIENCE REQUIREMENTS FORM

Must give a list of 3 (three) reputable clients for whom they have offered similar assignments in the format below. **Please provide evidence (LPO/Award Letter, Completion Certificate) in addition to reference letters.**

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
4	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
5	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	