



**THE NATIONAL TREASURY
TREASURY BUILDING, HARAMBEE AVENUE
PO BOX 30007 – 00100, NAIROBI, KENYA**

TENDER

FOR

**PROVISION OF FLEET MANAGEMENT SOLUTION FOR
MOTOR VEHICLES LEASING PROGRAMME (PHASE VI)**

TENDER NO. TNT/016/2020 - 2021

CLOSING DATE: THURSDAY 19TH NOVEMBER, 2020 AT 11.00 A.M.

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PRE BID CONFERENCE ATTENDANCE FORM	Error! Bookmark not defined.

SECTION 1: INVITATION TO TENDER



**REPUBLIC OF KENYA
THE NATIONAL TREASURY AND PLANNING
TENDER FOR PROVISION OF FLEET MANAGEMENT SOLUTION FOR MOTOR VEHICLES
PROGRAMME (PHASE VI)
TENDER NO: TNT/016 /2020-2021**

The National Treasury invites sealed tenders for the Provision of Motor Vehicle Fleet Management Solution for the Motor Vehicle Leasing Programme (Phase VI) for various Government Entities for a period of Four (4) years.

A complete set of Tender Documents may be downloaded by interested firms free of charge at www.treasury.go.ke or www.tenders.go.ke and those who have downloaded the document from the website must forward their particulars immediately for recording and any further clarifications and addenda to procurement@treasury.go.ke.

A **Mandatory Pre-Bid Conference** shall be held with the interested Bidders on **Tuesday 3rd November, 2020 at 10.00 a.m. through video conferencing**. Invitations shall be send to all interested tenderers who shall submit their emails to procurement@treasury.go.ke before **10.00 a.m. on Tuesday 3rd November, 2020**.

Bidders shall submit both **Technical and Financial proposals in separate envelopes** which should be clearly marked “Technical Proposal” and “Financial Proposal”. The two envelopes shall then be enclosed in a plain sealed envelope clearly marked with the Tender Number and Name.

Completed Tender Documents, both “**Original**” and “**Copies**”, enclosed in plain sealed envelopes, marked with the relevant Tender Number and Title shall be addressed to:

**The Principal Secretary,
The National Treasury,
P. O. Box 30007 – 00100,
Nairobi, Kenya**

and be deposited in the tender box provided at the **Treasury Building, 6th Floor, Harambee Avenue, Nairobi**, so as to be received on or before **Thursday 19th November, 2020 at 11.00 a.m.**

Bids shall be accompanied by a Bid Security of **Kenya Shillings Five Hundred Thousand Only (Kshs. 500,000.00)** from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.

All Bid Documents must be sequentially serialized / paginated.

Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend the opening at **The National Treasury, Treasury Building, Harambee Avenue, Nairobi, 6th Floor, Conference Room No. 603** on **Thursday 19th November, 2020 at 11.00 a.m.**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.
FOR: PRINCIPAL SECRETARY/ NATIONAL TREASURY**

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 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the 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 the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 2.2.3 The procuring entity 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 6 of these instructions to tenders
- (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of service
 - (vi) Form of tender
 - (vii) Price schedules
 - (viii) Contract form
 - (ix) Confidential business questionnaire form
 - (x) Tender security form

- (xi). Performance security form
- (xii). Principal's or manufacturers authorization form
- (xiii). Declaration 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 documents may notify the Procuring entity in writing or by post, fax or email 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 tenderers who have received the tender documents"

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

2.5 Amendment of documents

2.5.2 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 the 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, the Procuring entity, 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 the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

- a) 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;
- b) Tender security furnished is in accordance with Clause 2.12
- 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 the procuring entity 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 the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the 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 the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in 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 Authority.
 - d) Letter of credit
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.6 Unsuccessful tenderer's 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.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity 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 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (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 **180** days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer 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 two copies of the tender, clearly marked "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for 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 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. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Thursday 19th November, 2020 at 11.00 a.m.**"

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Thursday 19th November, 2020 at 11.00 a.m.**

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

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

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity 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 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend, at **Thursday 19th November, 2020 at 11.00 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 the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The procuring entity 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 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 shall be sought, offered, or permitted.

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

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required 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 The Procuring entity 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 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

2.22.2 The 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 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 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.

The Procuring entity 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 the procuring entity'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. The Procuring entity 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 the procuring entity

- 2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

- 2.24.1 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.
- 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 the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 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.

25 Procuring entity's Right to Vary quantities

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

2.26 Procuring entity's Right to accept or Reject any or All Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action.

2.27 Notification of award

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

2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

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

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

2.28.3 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.

2.29 Performance Security

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

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

2.30 Corrupt or Fraudulent Practices

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

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

2.30.3 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 provision of fleet management solution for leased motor vehicles Phase V 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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: Open tender
2.4.1	<p>The address for requesting clarification is:</p> <p>The National Treasury Harambee Avenue 6TH floor, room 619 P.O. Box 30007, Nairobi Tel: +254-20-2252299 Email: procurement@treasury.go.ke</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.11.2	Specify the evidence and information required. <ul style="list-style-type: none"> • Brochures and catalogues.
2.12.2	The Tender Security shall be; Kenya Shillings Five Hundred Thousand Only (Kshs. 500,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond the Tender Validity period.
2.13.1	The Tender validity period shall be 180 days.
2.14.1	The number of copies of the Tender to be completed and returned shall be: One (1) Original and Five (5) copies.
2.15.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) Original and Five (5) copies.</p> <p>Bidders shall submit both Technical and Financial proposals in separate envelopes. Technical Proposals shall be sealed in separate envelopes and clearly marked “Technical Proposal”.</p> <p>The financial proposals should be sealed separately and clearly marked “Financial Proposal”</p> <p>The separately sealed technical and financial proposals should be enclosed in one envelope clearly marked with the Tender Number and title without any indication of the name of the bidder.</p>

	<ol style="list-style-type: none"> 1. Technical Proposal – One (1) Original and Five (5 No.) copies 2. Financial Proposal – One (1) Original and Five (5 No.) copies - Financial Proposal shall include: 3. <ol style="list-style-type: none"> (i). Duly filled, signed and stamped Price schedule, and (ii). Duly filled, signed and stamped Form of Tender <p>N/B: Bidders who indicate / include their Financial Proposals in the Technical Proposals shall be treated as non-responsive and will be disqualified from further evaluation.</p>
2.16.1	<p>Tender shall be submitted to The National Treasury Harambee Avenue Treasury Building Tender Box on 6th floor P.O. Box 30007 00100, Nairobi</p> <p>The deadline for bid submission is: Date: Thursday 19th November, 2020 Time: 11.00 am Local Time</p>
2.18.1	<p>The Tender opening shall take place at: The National Treasury Harambee Avenue, Nairobi - Kenya 6th Floor Conference Room, Date: Thursday 19th November, 2020 Time: 11.00am local time.</p> <p>Only the Technical Proposals shall be opened.</p>
2.20.1	<p>The Preliminary evaluation shall be mandatory:</p> <p>The evaluation shall adopt YES/ No Approach. The non-responsive submissions will be eliminated from the entire evaluation process.</p> <p>Bidders must submit the following documents together with the Technical Proposal;</p> <ol style="list-style-type: none"> 1. Certified copy of Certificate of Incorporation or Certificate of Registration 2. Valid copy of Current Tax Compliance Certificate 3. Duly filled, signed and stamped Confidential Business Questionnaire 4. Certified copy of County Government Single Business Permit 5. Copy of certificate of Confirmation of Directors and Shareholding (CR 12) (Issued within the last 12 Months to Tender Opening Date) 6. Duly filled, signed and stamped Pre Bid Conference Attendance Form 7. Original Bid Security of Kenya Shillings Five Hundred Thousand Only (Kshs. 500,000.00) from a reputable Financial Institution in Kenya valid for 30 days beyond Tender the Validity period. 8. Manufacturer Authorization Letter for the supply and installation of dual

- GSM/GPRS Fleet management and tracking solution and gadgets;
9. Certified Copy of Valid Communication Authority of Kenya (CAK) license
 10. Must attach original brochures and catalogues, for evaluation of technical specifications colored copies and photocopies shall not be allowed;
 11. Duly filled, signed and stamped Self-Declaration Form that the Tenderer is Not Debarred by the Public Procurement Regulatory Authority (PPRA)
 12. Duly filled, signed and Stamped Self Declaration form that the Tenderer will not engage in any Corrupt or Fraudulent Practice.
 13. The bid document “**Original**” and “**Copies**” must be sequentially paginated / serialized including all attachments
 14. Power of Attorney giving the name of the person who should be signing the bid, authorizing him to submit / execute the agreement as a binding contract.
 15. Submit the required number of copies of the Technical Proposals i.e. **One (1) original and Five (5) copies**
 16. Submit a comprehensive plan on local content, transfer of technology, skills and knowledge through training, mentoring and participation of Kenyan citizens.
 17. Submit a comprehensive commitment that the bidder shall reserve at least seventy-five percent (75%) employment opportunities for Kenyan citizens for services, of which not less than twenty percent (20%) shall be reserved for Kenyan professionals at management level.

Bidders must submit the following documents together with the **Financial Proposal**;

1. Submit the required number of copies of the Financial Proposal i.e. One (1) original and Five (5) copies
2. Duly Filled, Signed and Stamped Price Schedule Form
3. Duly filled, signed and stamped Form of Tender
4. The bid document “Original” and “Copies” must be sequentially paginated / serialized

NOTE:

1. All Copies to be certified by a Commissioner of Oaths.
2. All bidders who participate in the pre bid conference shall be required to obtain a pre bid conference certificate duly authorized from the Supply Chain Management Unit, Treasury Building, Harambee Avenue, Nairobi, 6th Floor Room 619 on Wednesday 4th November, 2020 during official working hours. The Certificate shall be submitted alongside the Tender Document.

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

2.22.1 Evaluation and Comparison of Tenders (Detailed Technical Evaluation)

The maximum score is 100 %. A bidder scoring 75 points or more will be considered Technically Responsive.

Technical Evaluation **shall** be as follows;

1. Technical Compliance	40%
2. Branch Networks	10%
3. Empowerment and Job Creation	10%
4. Knowledge Transfer	10%
5. Local Content	10%
6. Company Experience	10%
7. Innovation and improvement	<u>10%</u>
Totals	<u>100%</u>

Bidders shall be considered responsive if they attain/surpass the minimum requirement of 75% from both Detailed Technical and Commercial Evaluation. The Technically responsive proposals shall have their bids subjected to Financial Evaluation.

TECHNICAL EVALUATION CRITERIA

S/No	Description	Detailed Requirements	Max Scores (%)
1.	Technical Evaluation	As per the attached specifications	40
2.	Branch Networks	<p>Branch Network</p> <p>Tenderer is required to have a minimum number of branches in the country which will offer the services for smooth running of the lease program.</p> <p>The requirement are as follows;</p> <p>Evidence of Dealerships, offices and agents in the following area (Giving Contact person, Address, telephone and Email);</p> <p>A. Main Regions (5 Marks)</p> <p>The bidder MUST have a minimum of Five (5 No.) branches spread throughout in each of the under listed towns or their environs; These branches can</p>	10

			<p>either be owned or be contracted:</p> <ol style="list-style-type: none"> 1. Nairobi 2. Mombasa 3. Kisumu 4. Eldoret 5. Nakuru <p>B. Other branches (3 Marks)</p> <p>The bidder <u>MUST</u> have a <u>minimum of Three (3 No.)</u> branches spread throughout in each of the under listed towns/region or their environs; These branches can either be owned or be contracted:</p> <ol style="list-style-type: none"> 1. Lower Eastern region covering Mwingi, Kitui, Makueni areas 2. Lower Nyanza region covering Kisii, Migori, Homa bay areas 3. Upper Eastern region covering Embu, Meru, Nanyuki, Isiolo areas 4. Tsavo region covering Voi, Taveta, Mtito Andei, Kibwezi areas 5. Western Region covering Kakamega, Busia, Bungoma, Vihiga, Kitale areas 6. Central Region covering Nyeri, Murang'a, Nyahururu areas 7. Lower Rift, covering Kajiado, Bomet, Kericho, Narok areas <p>C. Branches for Arid and Semi-Arid areas (2 Marks)</p> <p>The bidder <u>MUST</u> have a <u>minimum of One (1 No.) branch</u> spread throughout in each of the under listed town/areas/regions or their environs; These branch can either be owned or be contracted: These areas are the regions which are vast in area but thinly populated. The areas are divided into the following regions;</p>		
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			<ul style="list-style-type: none"> i. Upper North eastern, covering Wajir, Mandera, El Wak areas ii. Upper North, covering Marsabit, North Hor, Moyale, Laisamis, Banya areas. iii. Upper Coast, covering Hola, Garsen, Lamu, Kiunga areas iv. Upper Rift, covering Lodwar, Lokichogio, Lokichar, Mararal, Baragoi, Kapenguria areas v. Lower North eastern, covering Garissa, Liboi, Modogashi areas 		
3.	Job Creation	<p>Job creation: Demonstrate how the firm is going to transition through supporting of the local industry in ensuring that by the end of the lease period local citizens in a county utilize the solution as follows;</p> <ul style="list-style-type: none"> • Provide transition plan on how the firm shall support the local industry during the leasing period to achieve at least 40% local content. • Commitment that the personnel to be employed shall be come from the locals • Number of networks to be set up to support the industry during the leasing period 	10		
4.	Technological, Skills and Knowledge transfer	<p>Training Schedule</p> <ul style="list-style-type: none"> • Submit Training plan and schedule for training 2120 drivers, 60 technical staff, 30 administrators and 5 super- admins – 5 Marks • Period of internship for 3 months each year for at least 3 Pax per County. Attach a commitment letter 5 Marks 	10		
5.	Local Content	<p>Provide detailed commitment in developing industry partnerships,</p> <p>Demonstrated how skills transfer will be done Disclosure(s) of local content and forward and backward linkages Demonstrate how Youth, Women and Persons</p>	10		

			with Disability will benefit during contract execution This should include but not limited to detailed demonstration of how local content (sustainable promotion and support of local industry) for instance on labour, training, support services and capacity building will be implemented during contract execution		
6.	Company Experience and financial capability	<ul style="list-style-type: none"> • Provide at least Three (3) contracts of similar scope, nature and value for the past Five (5) years. Submit orders, contracts etc – 3 Marks • Provide Three (3) recommendation letters for satisfactory performance. At least One (1) reference letter must be from the Public Sector for the last Three (3) years. – 3 Marks • Average Annual Turnover: Minimum average annual turnover of Kenya Shillings Five Million (Ksh. 5million) per year within the last Three (3) years (Attach audited account for the last Three (3) years. – 2 Marks • Financial Resources: The Tenderer must demonstrate availability of liquid assets. – 2 Marks <p>Liquidity ratio (Current Assets / Current Liabilities).</p> <p>Liquidity ratio equal to 20% (2 mark) Liquidity ratio below 20% (0 marks)</p>	10		
7.	Innovation and continuous improvement	<ul style="list-style-type: none"> • Bidders are required to propose any other innovation, improvement of the Fleet Management Solution that may steer economic group in the industry in particular and other sectors of the economy in all the 47 counties to support Buy Kenya Build Kenya and vision 2030 <p>Tenderers are encouraged to provide / propose solutions which are quantifiable, measurable, specific and achievable within the set timelines during the leasing period.</p>	10		
		Total	100		

Bids shall be examined against the technical requirements (Specifications).

Technical Requirements (Technical Specifications Evaluation Criteria Matrix)
 The Bidder must provide evidence (by way of *system screenshots, Manuals, brochures, schedules, plans and documents*) to demonstrate the following;

Technical Specification	Weight
Dual GSM/GPRS/Satellite Fleet Management and Tracking System	2
Web-Based	4
7 X 24 hours real-time web-based tracking platform, locate the tracker on map automatically (Using both Google maps and Google Earth)	
Vehicle current status, Current Mileage, Time Utilization, ignition status (on or off), last known position, last time updated	4
Ability to display selected vehicle location and summarized usage	
Ability to display one or multiple vehicles location	6
Ability to share vehicle location	
Ability to do a trip replay/history replay upto twenty four (24) Months.	
For speeding above recommended limits and filtered as per vehicle categories	10
Over Speed alarm/buzzer (Not cutout)	
Device disconnection	
Users notification by email or SMS for alerts	
Panic button (to be installed in every vehicle).	
Ability to create maintenance schedule for vehicles by odometer or by dates or engine hours.	4
Ability to give Fuel usage report	
Ability to give fuel pilferage	10
Ability to detect contaminated / adulterated fuel	
Ability to provide Over speeding report	
Ability to give a Fleet Summary report	

	Ability to customize the report if existing report cannot meet demand	
	Ability to save reports as different report formats (Excel)	
Administration and security	Remote shut down vehicle immobilizer by SMS or System command	6

	Ability to create different accounts for different clients, also can create different user roles for them, Create user profiles and attach appropriate user roles.	
	Existing application programming interfaces (API) to enhance further integration Capability	
System Integration	Ability of the fleet management system solution to integrate with existing ICT infrastructure and work on MS windows, Android, Linux or Mac environments Ability of the fleet management system to run in a server and cloud computing environments	4
Project Implementation	Provide the Implementation methodology, schedule, project plan and ability to manage a fleet of at least 2000 vehicles	5
System maintenance and User support	Provide User support, system manual and help facility available on the system (<i>Manuals in English</i>) Provide at least two (2) years systems support period	5
Hardware/ Software Support	A statement of commitment to install the required system hardware and software at the beginning of the Contract and Uninstall or remove the system hardware which might not be required at the end of the contract period at no additional cost Provide fleet system enhancements and future upgrades at no additional cost Provide the fleet management solution system architecture Provide Hardware environment/ICT Infrastructure which supports the fleet management solution (Servers, computers, gadgets etc)	10
	Totals	70
2.24.1	Post – qualification shall “May be undertaken” YES The Procuring Entity/user may perform due diligence to the bidder’s premises and the reference sites given by the bidder to confirm the existence and work environment of the Fleet Management System solution among others (For the Lowest Technically Responsive bidder).	
2.25.3	Award Criteria: the lowest technically evaluated bidder	
2.30.1	Specify performance security if applicable: performance security guarantee of 10% of the contract sum from a reputable financial institution in Kenya for the duration of the lease term ** The performance bond shall have to be in place for the duration of the lease term that can be recalled should there be infringement / deviation from the execution of the commitment made as presented during the tendering process. Non- compliance report from the M & E team will be the basis used by the procuring entity to recall the bond and contract termination	

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 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 services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” 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

These General Conditions shall apply to the extent that they are not superceded 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

3.5 Patent Right's

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 .

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security

where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 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 the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations **under this Contract**.

3.8 Payment

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

3.9 Prices

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 the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

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

3.10 Termination for Default

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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the 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.

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

3.12 Termination of insolvency

The procuring entity may at the anytime 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 the procuring entity.

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity 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 the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The procuring entity'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.

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

3.15 Governing Language

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

3.16 Force Majeure

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.

3.17 Applicable Law.

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

3.18 Notices

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

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
3.6	<p>Specify performance security if applicable: performance security guarantee of 10% of the contract sum from a commercial bank licensed by the Central Bank of Kenya</p> <p>** The performance bond shall have to be in place for the duration of the lease term that can be recalled should there be infringement / deviation from the execution of the commitment made as presented during the tendering process. Non- compliance report from the M & E team will be the basis used by the procuring entity to recall the bond and contract termination</p>
3.8	<p>The scope of work involve supply, installation and commissioning of motor vehicle fleet management solution for leased motor vehicles Phase VI.</p> <p>Payment Terms</p> <ul style="list-style-type: none"> • Upon delivery, installation, commissioning and submission of a final report • Payments will be as follows: Support and maintenance to be paid quarterly on submission of the invoice <p>There shall be inspection and acceptance of the system installed and a certificate issued by procuring entity inspection and acceptance committee before payment.</p>
3.9	Specify price adjustments allowed. None
3.14	Specify resolution of disputes: Any dispute arising out of the contract which cannot be amicably settled between the parties shall be referred by either party to the Nairobi Centre for International Arbitration.
3.17	Specify applicable law. Laws of Kenya
3.18	<p>Notices shall be addressed and delivered to:</p> <p style="text-align: center;">The Principal Secretary National Treasury P.O. Box 30007 -00100 Nairobi</p>

Monitoring & Evaluation

To meet the GOK lease program objectives, the bidders shall have to demonstrate that they are adhering to passing the benefits of the leasing programme to the local economy. The Service Providers will carry out the provision of Fleet Management Solution including the following among others;

- Adequate tooling and equipment sourced from local distributors.
- Employ/ engage trained technicians and ICT students from NYS, or TVET institutions.
- Training and skills upgrade calendar for each of the technicians per site. This will form part of the quarterly or bi annual M&E conducted by the procuring entity.

The Procuring Entity shall undertake Monitoring and Evaluation on the centres proposed on quarterly basis for the 1st year and semi-annually in the remaining three years of the lease period.

The Contract shall be for a period of Four (4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T)

SECTION V – SCHEDULE OF REQUIREMENTS

Provision of fleet management solution –Phase VI – 2,120 No. Motor Vehicles

The National Treasury is in the process of leasing 2,120 No. vehicles for the National Government Administration, National Police Service and Kenya Prisons Services. The vehicles will be fitted with a fleet management solution as per the attached Terms of Reference and technical specifications for a **period of 4 years'** renewable annually upon satisfactory performance subject to assessment by the Contract Implementation Team (C.I.T).

The scope of work will involve supply, installation and commissioning of motor vehicle fleet management solution for the motor vehicle leasing programme (Phase VI).

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.

Bidder's responsibility for developing industry partnerships and skills transfer.

Bidders should actively seek and work with **Youth, Women, Persons with Disabilities and Local Partners** to encourage local content, skills transfer and capacity building at all stages in the lifecycle of motor vehicle fleet management solution for leased motor vehicles Phase VI including the acquisition, servicing, financing, insurance and fleet management of the leased motor vehicles, and present specific measures and or provisions in their bid that takes these specific requirements into account.

Bidder's Disclosure(s) of Local Content and forward and backward linkages

Bidders shall disclose, in sufficient detail to enable the Procuring Entity/User Entity to ascertain a broad local content percentage, the items and goods and services that shall be sourced locally so as to create strong backward and forward linkages between motor vehicle fleet management solution, services and manufacturing sectors and local enterprises including MSMEs.

They shall include disclosures on the use of locally available labor (**including a minimum of 30% on Youth, Women and Persons with Disabilities**). The Procuring Entity explicitly seeks to promote, through motor vehicle fleet management, increased participation of domestic industry in driving growth, creating jobs and diversifying the country's exports increased participation of domestic enterprises, and greater local content, may form part of the evaluation criteria and will assist the Procuring Entity/User Entity to extend and widen motor vehicle fleet management solution to other public entities.

SECTION VI – TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

TERMS OF REFERENCE FOR A FLEET MANAGEMENT SYSTEM FOR PHASE VI MOTOR VEHICLE LEASING PROGRAMME

The objective of the lease programme is to support the motor industry in terms of creating opportunities for local industries by way of forward or backward linkages. In promoting local assembly of vehicles in the country, the Government has provided incentives to motor dealers through waivers, in return the industry players have obligation to deliver on the objectives attached to the incentives. During the period of the lease, the implementation of the objectives will be monitored on a quarterly basis and each bidder is expected to highlight through a well detailed proposal on how they intend to achieve improvement beyond the baseline figures provided.

Objectives are anchored in delivering key growth pillars namely;

- (i) Job creation
- (ii) Empowerment of Youth, Women & persons with disabilities through skills transfer
- (iii) Purchase of locally produced/sourced products
- (iv) Development of capacity and tertiary institution levels
- (v) Access to service at county levels
- (vi) Empowerment through sub-contracting of services and works (Economic Empowerment)

Bidders should actively seek and work with **Youth, Women, Persons with Disabilities and Local Partners** to encourage local content, skills transfer and capacity building at all stages in the lifecycle of motor vehicles leasing programme Phase VI

The National Treasury has identified her priorities that need to be met by a suitable fleet management solution provider; to support its leased vehicles.

The fleet management solution will cater for **2,120** leased vehicles categorized into: -

- (a) GSM - **2020** Units and
- (b) Satellite -**100** Units

1. The fleet management system should provide the following functional area solutions: -

- (a) Vehicle visibility and tracking management;
- (b) Route Management;
- (c) Vehicle and driver work ticketing management;
- (d) Fuel monitoring and management; and
- (e) Vehicle service, repairs and maintenance management
- (f) Recovering of stolen vehicles in Kenya and East African Region.
- (g) Accident investigations
- (h) Enabling vehicle shutdowns through SMS commands from privileged users.

- (i) Reporting panic and distress from drivers through panic and distress alarm button
- (j) Setting-up and running a 24hrs fleet management and monitoring command center at the client's headquarters and regional command centers, from where the Users will be able to monitor the movement of all the tracked assets across Kenya.
- (k) Offering an effective support to the Ministry of Interior and Coordination of National Government, National Police Service (NPS) and Kenya Prisons Service with regard to fleet management in line with various government regulations.

2. The bidder to provide the fleet management solution should provide the following: -

- (a) Disclose the facilities required for full operationalization of the fleet management such as space, servers, gadgets and other requirements
- (b) Provide total cost for training, support, subscription and maintenance for four (4) years.
- (c) Have over four (4) No. years of experience in fleet management, hardware and software installation. (provide evidence)
- (d) Demonstrate a capacity to manage at least 3,000 motor vehicles and in particular, experience in managing security or security sensitive fleet together with local fleet management experience of at least 500 motor vehicles.
- (e) Have an established countrywide network.
- (f) Solutions proposed must be compatible with existing ICT and related infrastructure that is used in fleet management.
- (g) Sign a confidentiality agreement – Non Disclosure Agreement (NDA)
- (h) Undertake to offer a web-based fleet management system training and full training plans for administrative and technical staff drawn from procurement, ICT and user entities.
- (i) Demonstrate the unit downloading data once installed to signify commissioning.
- (j) Provide the number and education certificates for the key full time implementers of the project and their curriculum vitae.
- (k) Provide valid licenses and system type approvals from Communication Authority of Kenya (CAK) for the tracking unit.
- (l) Indicate methodology of implementation and administration of the system.
- (m) Indicate installation/implementation schedule for 2,120 units (time frame)
- (n) Commit to train 2120 Officers (1886 drivers, 84 technicians, 42 General Administrators, 8 super-Administrators)
- (o) Commit to provide pre-installation capacity building, installation and un-installation (at end of contract period) of hardware and software respectively.

3. The Bidder or tenderer must provide evidence (through system screenshots, Manuals, brochures, schedules, plans and documents) of meeting the following technical specifications.

Technical Specifications (Requirements)

Category	Technical Specification
System Type	Dual GSM/GPRS/Satellite Fleet Management and Tracking System
Hosting	Web-Based
	7 X 24 hours real-time web-based tracking platform, locate the tracker on map automatically (Using both Google maps and Google Earth)
Dashboard	Vehicle current status, Current Mileage, Time Utilization, ignition status (on or off), last known position, last time updated
	Display all vehicles, Vehicle Performance, drivers performance
	Ability to filter vehicles by group and/or status
	Display select vehicle location and summarized usage
Map View	Display one or multiple vehicles location
	Ability to share vehicle location
	Display vehicle current odometer reading and Speed.
	Ability to do a trip replay/history replay upto twenty four(24) Months.
	Option to create Points of Interest(POI), Zones and territorial fence
	Ability to search for places and get directions to these locations
	Automatic map refreshes every two minutes
	Ability to show previous towns where the vehicle refueled and odometers readings
	Integration of FMTS with fuel system, spares and service maintenance

	locations
	Should show tank capacity, fuel levels, fuel consumed and distance covered on the map
Alarms and Alerts	For speeding above recommended limits and filtered as per vehicle categories
	Over Speed alarm/buzzer (Not cutout)
	SOS alarm ,Geo-fence alarm, low power alarm, Shake Alarm etc.
	Usage after specific time to identify questionable Use
	Idling for more than 10 minutes
	Device disconnection
	No data transmission.
	Battery disconnection
	Entering no go zones
	Leaving assigned territorial fence
	Users notification by email or SMS for alerts
	Alerts dashboard, showing a summary of alerts generated.
	Panic button (to be installed in every vehicle).
	To detect high force accidents or rollovers, system tempering, including minor ones which mostly go unreported
	Detect vehicle movements while the engine is switched off
Scheduling	Ability to create maintenance schedule for vehicles by odometer or by dates or engine hours.
	The system should trigger a maintenance service at set intervals (e.g. 1000 Km) before the actual service mileage and be able to measure service compliance
	Ability to repeat schedule daily, weekly and monthly reports
	Schedule routes and have routes deviation alerts
	Ability to view actual verses scheduled trip route
Reporting	Trip Report
	Fuel usage report
	Over speed report
	Graphical Fleet
	Halt Report
	Geo Fencing in/out report
	Route Deviation report
	SOS Alarm report
	Fleet Summary report
	Battery status Reports
	Summary activity report
	Stoppage report
	Excessive idling report

	Driving violations- to monitor harsh maneuvers e.g. acceleration, braking, cornering, speeding, harsh bumps and excessive idling
	Graphic presentation of specific reports
	Ad hoc reports (any other reports)
	Ability to customize the report if existing report cannot meet demand
	Ability to save reports as different report formats (Excell)
Fleet data analytics	Fleet analytics and smart interpretation of data needed for; <ul style="list-style-type: none"> - Fuel usage, fraud/theft and wastage - Vehicles rotation based on mileage - Accident avoidance - Accident investigation - Fleet service and maintenance etc.
Analysis	Driver ID and Score card. Provide driver behavior reports to clearly distinguish between good and bad drivers
	Keep track of all service and maintenance work
Service and Maintenance	Generate alerts for renewal reminders
	Incident and accident log
	Tyre change history log
	Insurance, driver's license reminders
	Log and import refuel data
Administration and security	Ability to limit access to selected modules
	Remote shut down vehicle immobilizer by SMS or System command
	7x24 Monitoring to ensure stable software performance
	Users to be prompted to enter/change their own password, prompt for password change, log in, and allow for password to expire after a period of time without use
	Audit trail of the user logins
	Ability to load User logo on application interface
	Ability to create different accounts for different clients, also can create different user roles for them, create user profiles and attach appropriate user roles.
	Existing application programming interfaces (API) to enhance further integration Capability
	Set area limitation for trackers to trigger Geo-fence alarm once enter or leave present area.
System and User Manual(s)- <i>In English</i>	User manual and help facility available on the system
	Technical system and user training Guides and manuals
	System to be able to run on MS windows, Android, Linux and Mac

Hardware/ Software Support	A statement of commitment to install the required system hardware and software at the beginning of the Contract and Uninstall or remove the system hardware which might not be required at the end of the contract period at no additional cost Provide fleet system enhancements and future upgrades at no additional cost Provide the fleet management solution system architecture Provide Hardware environment/ICT Infrastructure which supports the fleet management solution (Servers, computers, gadgets etc)
System Integration	Ability of the fleet management system solution to integrate with existing ICT infrastructure and work on MS windows, Android, Linux or Mac environments Ability of the fleet management system to run in a server and cloud computing environments
Due Diligence	The user may perform due diligence to the bidder's premises and the reference sites given by the bidder to confirm the existence of the Fleet Management System among others (For the Lowest Technically Responsive bidder)

SECTION VII – STANDARD FORMS

FORM OF TENDER

To: _____ *[Name and address of the PE]*
Date: _____ *[insert **date** (as day, month and year)]*
Tender No.: _____ *[insert **number of Tendering process**]*
Item Description: _____ *[insert description of Items]*

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 and deliver _____ *[description of Goods and services]* in conformity with the said Tender documents for the sum of _____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

If our Tender is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13.1 of the ITT, 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 2.1.1 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 _____

PRICE SCHEDULE OF SERVICES

S/N o	Description	Unit	Estimated Qty	Unit Cost (Kshs.)	Total cost per year (Kshs.)	Total Cost for Four (4) years (Kshs.)	Brand / platform
1.	Please quote for provision of a fleet management solution for 2120 no. vehicles as per TOR and technical specifications for a period of Four (4) years'						
2.	Tracking equipment (fully GSM based)	No.	2020				
3.	Tracking equipment (dual GSM and GPS capability)	No.	100				
4.	Installation	Lot					
5.	Training of 2120 officers	No.	2120				
6.	Support and maintenance	Lot					
7.	Subscription	Lot					
8.	Any other charges – please specify						

Prices to be inclusive of all taxes

Signature of tenderer _____

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

The Contract shall be for a period of Four (4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T)

CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

REPUBLIC OF KENYA

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

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

<i>Part I- General :</i>	
Business Name
Location of business premises.....
Plot No.	Street/Road.....
Postal Address.....	Tel. No.....
Nature of business.....
Current Trade Licence No.....	Expiring date.....
Maximum value of business which you can handle at any one time :K£.....
Name of your bankers.....	Branch

<input type="checkbox"/>	Part 2 (a) – Sole Proprietor																								
	Your name in full.....Age..... Nationality.....Country of origin..... *Citizenship details.....																								
<input type="checkbox"/>	Part 2 (b) Partnership																								
	Given details of partners as follows: <table border="0"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: left;"><i>Nationality</i></th> <th style="text-align: left;"><i>Citizenship Details</i></th> <th style="text-align: left;"><i>Shares</i></th> </tr> </thead> <tbody> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>				
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<input type="checkbox"/>	Part 2 (c) – Registered Company:																								
	Private or Public..... State the nominal and issued capital of company- Nominal K£..... Issued K£..... Given details of all directors as follows:- <table border="0"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: left;"><i>Nationality</i></th> <th style="text-align: left;"><i>Citizenship Details</i></th> <th style="text-align: left;"><i>Shares</i></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> <tr><td>5.</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1.	2.	3.	4.	5.
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1.																						
2.																						
3.																						
4.																						
5.																						

Date	Signature of Candidate.....
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*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

INTEGRITY DECLARATION FORM

I/We/Messrs.....of
Street/avenue, Building, P. O. Box.....Code, of (town),
..... (Nationality), Phone E-mail declare that Public Procurement is based on a
free and fair competitive tendering process which should not be open to abuse.

I/We declare
that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their
relations or business associates, in connection with

Tender name:

Tender No.

For/or in the subsequent performance of the contract if I/We am/are successful.

Dated this day of 20.....

Authorized Signature.....Official Stamp

Name and Title of Signatory.....

NON-DEBARMENT STATEMENT FORM

I/We/Messrs..... of
Street/avenue, Building, P. O. Box.....Code, of..... (town),
..... (Nationality), Phone: E-mail declare that
I/We /Messrs are not debarred from participating in
public procurement by the Public Procurement Oversight Authority pursuant to section 41 of the
Public Procurement and Disposal Act, 2015.

Dated this day of 20.....

Authorized Signature.....Official Stamp

Name and Title of Signatory.....

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 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:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

the Tender Form and the Price Schedule submitted by the tenderer;

the Schedule of Requirements;

the Technical Specifications;

the General Conditions of Contract;

the Special Conditions of Contract; and

the Procuring entity’s Notification of Award.

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 materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Procuring entity 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 the Procuring entity) Signed, sealed, delivered by_____the____
_____(for the tenderer)

TENDER SECURITY (BANK GUARANTEE) FORM

Bank Letterhead

Whereas [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated... [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*] (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of.....having our registered office at (hereinafter called “the Bank/Insurance Company”), 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/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company this ____ day of ____20____.

THE CONDITIONS of this obligation are: -

If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

fails or refuses to execute the Contract Form, if required; or
fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[signature of the authorized representative of the bank/insurance company]
Seal _____

PERFORMANCE SECURITY FORM

To:
[name of the 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 services] (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]

(Amend accordingly if provided by Insurance Company)

MANUFACTURERS AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS
[Name of the principal]

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

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

[Signature for and on behalf of the principal]

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

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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW
BOARD

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

BETWEEN

.....

APPLICANT AND

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

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

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address Fax
No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board
to

review the whole/part of the above mentioned decision on the
following grounds , namely:- 1.

2.

etc.

By this memorandum, the Applicant requests the Board for
an order/orders that: - 1.

2.

etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

PRE BID CONFERENCE ATTENDANCE FORM

This is to certify that M/s (Name of the Tenderer) have participated in the virtual Pre – bid conference meeting held on for the (Tender Number and Tender Name)

I..... **Head, Supply Chain Management Services** and Client Representative of The National Treasury and Planning do hereby certify that

.....
(Name of tender/tenderers representative)

of.....
(Name of bidding firm and address)

Have actually attended the Pre Bid Conference Meeting for the provision of
.....
(Name of the services for which bids are invited)

This.....day of.....month.....20.....

.....
Signature **Official Stamp**

Declaration (by Tenderer)

I..... (Name of tenderer)

Do hereby declare that we have participated in the pre bid conference virtual meeting held on for the above services.

.....
Signature **Date** **Official Stamp**