

**BARINGO COUNTY GOVERNMENT**



**TENDER DOCUMENT**

**FOR**

**SUPPLY, DELIVERY AND INSTALLATION OF FLEET MANAGEMENT SYSTEM**

**TENDER NO.  
BRCG/TNR/22/2015-2016**

**THE COUNTY SECRETARY,  
BARINGO COUNTY GOVERNMENT**

**P.O. BOX 53 – 30400,  
KABARNET - KENYA.**

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## SECTION 1:

### A. INTRODUCTION

1.1 This standard tender document for **Supply, Delivery and Installation of Fleet Management System Tender No . BRCG/TNR/22/2015-2016** has been prepared for use by Baringo county Government.

1.2 The following general conditions should be observed when using the document.

- a) Specific details should be furnished in the tender notice and in the special conditions of contract. The final document to be provided to the Bidders should not have blank spaces or give options.
- b) The instructions to the Bidders and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contracts and the appendix to instructions to the Bidders.

1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential Bidders to decide whether or not to participate in the tender and shall indicate any important tender requirements.

1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations.

**B. INVITATION TO TENDER**

**TENDER No. BRCG/TNR/22/2015-2016**

**TENDER NAME: TENDER FOR SUPPLY, DELIVERY AND INSTALLATION OF FLEET MANAGEMENT SYSTEM**

- 1.1 The Baringo County Government invites sealed bids from eligible candidates for supply, delivery, customization and commissioning of a revenue collection and management system.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the County Supply Chain Management offices in Kabamet AFC building during normal working hours or can be downloaded from the county website. [www.baringoo.go.ke](http://www.baringoo.go.ke)
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Ksh. 1,000 in cash or Bankers cheque payable to Baringo county Government.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for Goods/Services days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with "Tender Name" and the "Tender Number" and addressed to:

**The County Secretary,  
Baringo county Government  
P.O. Box 53-30400 Kabarnet**

And be deposited in the Tender Box located at AFC building, Kabamet town so as to be received on or before **Wednesday, 23<sup>rd</sup> September, 2015 at 12.00pm.**

- 1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who may choose to attend at the **County Treasury.**

**County Secretary  
Baringo County Government**

## SECTION II: INSTRUCTIONS TO BIDDERS

### 2.0 Prices of Tender Document:

The Tender Document will attract a mandatory fee of Kenya Shillings One Thousand (Ksh. 1,000), payable to the Baringo county Government offices, located at AFC Building along Eldoret road in Kabarnet town.

The bidders who will pay for the tender document will be required to obtain an official receipt from the Baringo county Government.

### A. GENERAL:

#### 2.1 Definition

(i) "Bidder" means any persons, joint venture, consortium, partnership, firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.

(ii) Any noun or adjective derived from the word "bidder" shall be read and construed to mean the corresponding form of the noun or adjective "bid". Any conjugation of the verb "tender" shall be read and construed to mean the corresponding form of the verb "bid"

(iii) "Procuring Entity" means the Baringo county Government

#### 2.2 Eligibility and Qualification Requirement

(a) This Invitation for Tenders is open to all bidders who have paid the mandatory tender document fee.

(b) The Successful bidder. Joint Venture/ Consortia shall supply, Deliver and Installation of Fleet Management System by the intended completion date specified in the tender documents.

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

(d) Bidders involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

##### 2.2.1 Joint Venture / Consortium

Proposals submitted by a Joint venture / Consortium of two or more firms as partners shall comply with the following Requirements:

(a) The Tender and in case of a successful proposal, the contract form or a teaming agreement shall be signed so as to be legally binding on all partners. None of the partners of the Joint Venture / Consortium is also a partner in another Joint Venture / Consortium shall be rejected.

(b) One of the partners shall be nominated as lead contractor, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of the all the partners.

(c) Information about each firm's role and participation in the Joint Venture / Consortia must be provided  
(c) The lead contractor shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the Joint Venture / Consortium and the entire execution of the contract including payment shall be done exclusively to the lead contractor

(d) All partners of the Joint Venture / Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned in (b) above as well as in the form of Tender and the contract form (in case of the accepted proposal)

(e) The agreement entered into by the Joint Venture / Consortium partners for the purpose of this TENDER shall be submitted with the proposal.

### **2.2.1 Non-Eligibility**

The procuring entity employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the Tender.

### **2.2.2 False information**

A bidder 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.

### **2.2.3 Mandatory Requirements**

Interested bidders should note that only those meeting the criteria indicated below as a minimum supported by the relevant documents at submission will be considered for further evaluation:

- (a) Provide certified copies of their Certificate of Registration or Incorporation, Banking License, Business permit and any other Company Compliance Certificate / document.
- (b) Meet Statutory requirements including Tax Compliance, VAT Registration, PIN Certificate
- (c) Certified copies of their audited financial accounts for the immediate past three (3) years. This is applicable to sole bidders and all partners in a joint venture / consortium
- (d) Demonstrate evidence of history and capability to handle revenue collection and a large number of transactions both locally and internationally.
- (e) Confirm evidence of the capacity to manage risks associated with projects of this nature
- (f) The tender must be submitted with insurance bid bond or an unconditional bank guarantee from duly recognized financial institutions registered in Kenya, at 2% of the total contract value. This bid bond should be valid for 120 days after the proposal submission date. The bid bond should be placed on a separate envelope attached to the Tender document. (No bid security would be required for firms belonging to Youth, Women and Persons with Disabilities). However this category of the businesses shall be required to sign a Bid Security Declaration Form to be provided to the eligible applicants)
- (g) A duly executed agreement if two or more firms are jointly responding to the tender being evidence of the said firms collaboration. The agreement should indicate the nature and duration of the partnership. It should be signed and/or sealed by authorized signatories for all. The teaming agreement should clearly state the lead partner and the roles and responsibilities for all parties. The lead partner will take responsibility for delivery of the assignment;
- (h) The declaration form should be signed by the authorized signatory of the bidder
- (i) Duly filled, stamped and signed confidential questionnaire
- (j) Attendance/signing of pre-tender site visit form

**Any Bidder, Joint Venture/Consortium failing to meet any of the above requirements will be declared non-responsive and will not be considered for further evaluation**

## **2.3 Eligible Equipment**

- 2.3.1 All Goods/Services to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.3.2 For purposes of this clause, "origin" means the place where the Goods/Services(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.3.3 The origin of Goods/Services is distinct from the nationality of the Bidder and shall be treated thus in the evaluation of the tender.

## **2.4 Goods Eligibility and Conformity to TENDER Document**

- 2.4.1 Pursuant to paragraph 2.3 of this section, the bidder shall furnish, as part of its Proposal establishing the eligibility and conformity to the TENDER documents of all equipment which the bidder proposes to supply under the contract.



- 2.4.2 The documentary evidence of the eligibility of the goods shall consist of statement in the price schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment

**2.5 The documentary evidence of conformity**

The documentary evidence of conformity of the equipment to the TENDER documents may be in the form of literature, drawings, and data sheets and shall consist of:

- (a) A detailed description of the essential technical and performance characteristic of the equipment
- (b) A clause-by-clause commentary on the procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications

- 2.5.1 For purposes of the commentary to be furnished pursuant to paragraph 2.5.1 above, the bidder shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Procuring Entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its proposal provided that it demonstrates to the procuring entity's satisfaction that the substitutions ensure substantial equivalence or better than those designated in the Technical Specifications.

**2.6 Cost of Tendering**

- 2.6.1 The Bidder shall bear all costs, regardless of the conduct or outcome of the tendering process, associated with:
- (a) The preparation and submission of the its proposal
  - (b) Negotiating the contract
  - (c) Any visit to the County sites

## **B. TENDER DOCUMENT**

### **2.7 Contents of Tender Document**

- 2.7.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.9 of these instructions to Bidders
- (i) Invitation to Tender
  - (ii) Instructions to Bidders
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Technical Specifications
  - (vi) Tender Form and Price Schedules
  - (vii) Tender Security Form
  - (viii) Joint Venture / Consortium Summary
  - (ix) Contract Form
  - (x) Performance Security Form
  - (xi) Bank Guarantee for Advance Payment Form
  - (xii) Manufacturer's Authorization Form
  - (xiii) Confidential Business Questionnaire Form
  - (xiv) Declaration form
  - (xv) Details of contract of similar nature and complexity (Fleet Management System)
- 2.7.2 The Bidder 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 Bidders risk and may result in the rejection of its tender.

### **2.8 Clarification of Tender Documents**

- 2.8.1 A prospective bidder making inquiries of the tender documents may notify the Procuring entity in writing or by post 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 not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the tender document.
- 2.8.2 The procuring entity shall reply to any clarifications sought by the Bidder within 3 days of receiving the request to enable the Bidder to make timely submission of its tender.

### **2.9 Amendment of Tender Documents**

- 2.9.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the tender documents by issuing an addendum.
- 2.10.2 All prospective Bidders that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.10.3 In order to allow prospective Bidders 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.

## **C. PREPARATION OF THE TENDER DOCUMENT**

### **2.11 Language of Tender Document**

- 2.11.1 The tender prepared by the Bidder, as well as all correspondence and documents relating to the tender exchange by the Bidder and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the Bidder 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.

### **2.12 Documents Comprising the Tender**

- 2.12.1 The submission prepared by the Bidders shall comprise the following components .
- (a) Form of Tender
  - (b) A Technical proposal submission form
  - (c) Implementation Plan
  - (d) A price Schedule completed in accordance with the format and instructions given which shall be incorporated ONLY in the Financial Proposal
  - (e) Documentary evidence established in accordance with paragraph 2.4 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the tender documents ; and
  - (f) Tender Security furnished in accordance with paragraph 2.16
  - (g) Confidential Business Questionnaire
  - (h) Proof of concept document

### **2.13 Technical Proposal Submission Form**

- 2.13.1 The Bidder shall complete the Technical Proposal Submission Form as prescribed

## **D. BID SUBMISSION GUIDELINES**

### **2.14 Technical Submission Guidelines**

- 2.14.1 Bidders are expected as a MINIMUM to adhere to the following stipulated guidelines in responding to the Procuring entity's requirements presented in this TENDER document.
- (a) The bidders must present description of their solution that suit the stated requirements
  - (b) The detailed descriptions should be organized and cross referenced in the same manner as the Bidder's item by item, clause by clause on the detailed requirements provided in each section. The information should at a minimum include a concise response to the issue. The bid document must contain a table of content and each chapter clearly numbered, labeled and paginated. Failure to submit information in the prescribed format shall result in the bid being considered non responsive in the respective requirements .

### **2.15 Financial Proposal**

- 2.15.1 Preparation of Financial Proposals
- (a) In preparing the Financial Proposal, bidders are expected to take into account the requirements and deliverables outlined in the TENDER document.

### **2.16 Bid Currencies**

All Prices shall be quoted in Kenya Shillings inclusive of all levies and taxes .

### **2.17 Bid Security**

- 2.17.1 The bidder shall furnish, as part of its proposal, a tender/bid security for the amount (percentage) and form specified in the Appendix to instructions to Bidders. The original

tender/bid security shall be included in the technical proposal. The copy of the tender/bid security will be included in the financial proposal (separate envelope)

- 2.17.2 The Bid Security shall be at **2%** of the total contract value
- 2.17.3 The Bid Security is required to protect the Procuring Entity against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.16.7
- 2.17.4 The Bid Security shall be denominated in Kenya Shillings and shall be in the form of an insurance bid bond or an unconditional bank guarantee from duly recognized financial institutions registered in Kenya.
- 2.17.5 Any proposal not secured in accordance to 2.16.1 and 2.16.2 will be rejected by the Procuring entity as non-responsive
- 2.17.6 Bid Security for unsuccessful bidders will be discharged or returned as promptly as possible, not later than thirty (30) days after expiration of the period of tender validity prescribed by the Procuring Entity
- 2.17.7 The successful Bidder's Bid Security will be discharged upon the bidder signing the contract, pursuant to paragraph 2.42 and furnishing the performance security, pursuant to paragraph 3.5, under General conditions of contract.
- 2.17.8 The Bid Security may be forfeited:
  - (a) If a bidder withdraws his proposal during the period of proposal validity specified by the Procuring Entity on the Tender Form or
  - (b) In the case of a successful bidder, if the bidder fails to:
    - (i) Sign the contract
    - (ii) Furnish performance security
  - (c) If the bidder rejects correction of an arithmetic error in the tender

#### **2.18 No Alternative Offers**

- 2.18.1 The bidder shall submit an offer which **complies fully**, or **exceeds**, all the requirements of the TENDER documents unless otherwise provided for in the appendix. Only one proposal may be submitted by each bidder either by himself or as partner in a joint venture.
- 2.18.2 The bidder shall not attach any conditions of his own to his proposal. The price must be based on the TENDER documents.
- 2.18.3 Any bidder who fails to comply with this clause will be disqualified.
- 2.18.4 Pre-bidding Meeting
- 2.18.5 If a pre-bidding meeting is convened, the bidder's designated representative is invited to attend at the venue and time specified in the Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 2.18.6 The bidder is requested to submit any question in writing or by email, to reach the procuring entity not later than seven (7) days before the meeting. It may not be practical at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:- Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted without delay to the purchasers of the tender documents. Any modification of the TENDER document which may become necessary as a result of the pre-bidding meeting shall be made by the Procuring entity through the minutes of the pre-bidding meeting.

#### **2.19 Validity of Proposals**

- 2.19.1 The Proposals shall remain valid for 180 days after date of opening prescribed by the Procuring entity, pursuant to paragraph 2.26. A proposal valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.19.2 In exceptional circumstances, the Procuring entity may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under paragraph 2.18.1 shall also be suitably extended. A bidder may refuse the request without forfeiting its tender security. A bidder granting the request will not be required nor permitted to modify its proposal.

## 2.20 Format of Signing of Proposal

- 2.20.1 The Bidder shall prepare two (2) documents of the tender, clearly marking each "ORIGINAL" PROPOSAL" and "COPY OF PROPOSAL" as appropriate
- 2.20.2 The original and the copy of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the proposal, except for un-amended printed literature, shall be initiated by the person or persons signing the proposal.
- 2.20.3 The proposal shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons authorized to sign the proposals.

## E. SUBMISSION OF THE TENDER DOCUMENT

### 2.21 Sealing and Marking of Proposal

- 2.21.1 The Original and the copy of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" and the original and the copy of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". Both envelopes shall be placed into an outer envelope and sealed.
- 2.21.2 The inner and outer envelopes shall:
  - (a) Be addressed to the Procuring entity at the address given on the Tender
  - (b) Bear the TENDER number and name in the Tender and the words:  
**"DO NOT OPEN BEFORE Wednesday, 23<sup>rd</sup> Sept, 2015 at 12:00 pm East African Time"**
- 2.21.3 The inner envelopes shall also indicate the name and address of the bidder to enable the proposal document to be returned unopened in case it is declared "late".
- 2.21.4 If the outer envelope is not sealed and marked as required by paragraph 2.23.2, the Procuring entity will assume no responsibility for the misplacement of proposals or premature opening of the documents.

### 2.22 Deadline for Submission of Proposals

- 2.22.1 The completed Technical and Financial Proposals must be delivered at the submission addresses on or before **Wednesday, 23<sup>rd</sup> Sept, 2015** and 12:00 pm East African Time. Any proposal received after the closing time for submission for proposals shall be returned to the respective bidder unopened.
- 2.22.2 The Procuring entity may, at its discretion, extend this deadline for the submission of proposals by amending the TENDER documents in accordance with paragraph 2.11, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.22.3 Bulky proposals which will not fit in the tender box shall be received by the procuring entity at the Director of Procurement's office. The Bidders shall be required to sign a register indicating date and time the documents were submitted.

### 2.23 Modification and withdrawal of Proposals

- 2.23.1 The bidder may modify or withdraw its proposal after the proposals Submission, provided that written notice of the modification, including Substitution or withdrawal of the proposal, is received by the Procuring Entity prior to the deadline prescribed for submission of proposals.
- 2.23.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.20. A withdrawal notice may also be sent via email but followed by a signed confirmation hard copy, postmarked no later than the deadline for submission of proposals.

- 2.23.3 No proposals may be modified after the deadline for submission of proposals
- 2.23.4 No Proposals may be withdrawn in the interval between the deadlines for Submission of Proposals and the expiration of the period of proposal validity specified by the bidder on the Tender Form. Withdrawal of a proposal during this interval may result in the Bidder's forfeiture of its bid security, pursuant to paragraph 2.16.8.

## **F. BID OPENING AND EVALUATION**

### **2.24 Opening of Proposals**

- 2.24.1 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Tender Opening Committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the Procuring Entity
- 2.24.2 The Procuring entity will open all technical proposals in the presence of representatives who choose to attend, on **Wednesday, 23<sup>rd</sup> Sept, 2015 at 12.00 pm East African Time** in Director of Procurement's Board Room. The bidders' representatives who are present shall sign a TENDER opening register evidencing their attendance.
- 2.24.3 The bidders' names, the tender security and such other details as the Procuring entity, at its discretion may consider appropriate, will be announced at the opening.
- 2.24.4 The Procuring entity will prepare minutes of the TENDER opening.

### **2.25 Process to be Confidential**

- 2.25.1 After the public opening of proposals, information relating to the examination, clarification, evaluation and comparisons of proposals and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of Contract is announced. All bidders should observe all the terms and conditions stated in the Non-Disclosure Agreement which they signed.

### **2.26 Clarification of Proposals**

- 2.26.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the Bidder for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.26.2 Any effort by the Bidder 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 Bidders' tender.

### **2.27 Evaluation of Tender Bids**

- 2.27.1 The evaluation of the TENDER will be conducted in two stages:
  - (a) The Technical Proposal for the TENDER shall be subjected to two levels of evaluation:
    - (i) Preliminary technical examination
    - (ii) Detailed technical evaluation
- 2.27.2 The Technical proposals evaluation committee shall evaluate the technical proposal of the TENDER within 30 days of the validity period from the date of opening the proposals
- 2.27.3 The Financial proposals evaluation committee will conduct the financial evaluation on the responsive bidder's financial proposals within 5 days from the day of Financial Proposals documents' opening

## 2.28 Evaluation of Technical Proposals

### 2.28.1 Preliminary Examination of Technical Proposals

(i) **Responsiveness to requirements**

- (a) Prior to the detailed evaluation of proposals, the procuring entity will determine whether each proposal is substantially responsive to the requirements of the Tender document. The Evaluation Committee will review each proposal for substantial responsiveness and completeness.
- (b) Failure by any bidder to meet any of the mandatory requirements will result in automatic disqualification of the bidder. Bidders that qualify at preliminary stage shall then be evaluated and ranked on the basis of the detailed technical and functional aspects of the proposals.
- (c) If a bid is not substantially responsive, it will be rejected by the Procuring Entity.
- (d) Table of mandatory requirements

The following requirements must be met by the tenderer

NO.	REQUIREMENTS	REQUIREMENTS	T4/ 1	T4/ 2	T4/ 3
MR1	Provide certified copies of their Certificate of Registration or Incorporation, Business permit and any other Company Compliance Certificate / document.	Attach copies			
MR2	Meet Statutory requirements including Tax Compliance, VAT Registration, PIN Certificate	Serial No. Expiry Date			
MR3	Certified copies of their audited financial accounts for the immediate past three (3) years. This is applicable to sole bidders and all partners in a joint venture / consortium	Attached copies			
MR4	Demonstrate evidence of history and capability to handle revenue collection and a large number of transactions both locally and internationally.	Attach relevant documents			
MR5	Confirm evidence of the capacity to manage risks associated with projects of this nature	Provided for all the items			
MR6	Must submit a duly filled up Confidential Business Questionnaire in format provided	Duly Filled and Signed			
MR7	Must provide a bid security of at least 2% of the quoted price from a commercial bank or insurance company approved by the PPOA	Attach a copy			
MR 8	A duly executed agreement if two or more firms are jointly responding to the tender being evidence of the said firms collaboration. The agreement should indicate the nature and duration of the partnership. It should be signed and/or sealed	Attach a copy			

	by authorized signatories for all. The teaming agreement should clearly state the lead partner and the roles and responsibilities for all parties. The lead partner will take responsibility for delivery of the assignment;				
<b>MR9</b>	Must attach proof of bid document purchase	Attach a copy			
<b>MR10</b>	Must Fill the Form of Tender in the Format provided	Dully Filled & Signed			
<b>MR11</b>	The declaration form should be signed by the authorized signatory of the bidder	Signed copy			
<b>MR12</b>	Certification from chief mechanical	Signed register			
<b>M12</b>	Atleast two government bodies				
<b>M13</b>	Aproval From KEBS(Kenya beuraure of standards)				
<b>M14</b>	Aproval from NTSA(CMT)				
<b>M15</b>	Communication authority of kenya				
	<b>NR/R</b>				

**Key:**

**T1, 2, 3...**= Tender

**R** = Responsive

**NR** = Non Responsive.

**(ii) Determination of Responsiveness**

- (a) For the purpose of this clause. A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the TENDER documents without material deviation or reservation.

**2.28.2 Detailed Evaluation of Technical proposals**

- (a) The procuring entity will evaluate and compare the technical proposals which have been determined to be substantially responsive pursuant to Paragraph 2.27.1(a) and 2.27.1(b).
- (b) Bidders meeting the above criteria will be subjected to a detailed evaluation by the Evaluation Committee. As part of its detailed evaluation, the Evaluation Committee will consider the extent to which the bidders have addressed the system requirements including compliance to the relevant national and international standards.
- (c) In the Detailed Evaluation of Technical Proposal, the criteria have been assigned weights or scores for the purpose of determining the overall level of compliance to the technical requirements.
- (d) Each responsive proposal will be given a Technical Score (St). A proposal shall be rejected at this



stage if it does not respond to important aspects of the specifications or if it fails to achieve the minimum technical score

**2.29 Detailed Technical Evaluation criteria**

- (i) **Right of Acceptance and Rejection:** Baringo county Government reserves the right to Accept any or all proposals and to waive any formalities, informalities and deviations , which, in its opinion best serve the interests of the County. The Baringo county Government is not bound to accept your proposal
- (ii) **Vendor Selection:** It is the intent of the Baringo county Government to select only responsible and responsive bidder
- (iii) **Basis of Award :** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this document. The following criteria will be taken into consideration when making evaluations of proposals.

Type	Scope	Scores (%) / Weight	Overall Compliance
Preliminary evaluation	Compliance evaluation:	Pass or Fail	Vendors who do not comply with the mandatory requirements will be eliminated at this stage
Technical evaluation (Minimum 70%)	Desktop evaluation	70%	Vendors will move to the demo stage subject to attaining a minimum score of 50% from the Desktop evaluation
	Demonstration of solution and Site Visit (10marks)  Proof of Concept (10marks)	20%	After solution demos, the vendors will move to site visit stage.
Financial evaluation (10%)	10%		
<b>Total</b>		<b>100 %</b>	

**Notes:**

- (i) Technical capability which will be evaluated through desktop evaluation, solution

demonstration and site visits based on the weights above will scored as follows :

	Technical Evaluation Criteria (DESK EVALUATION)(70mks )	Overall	Current Rating
1.	Qualifications and Experience of the Firm <ul style="list-style-type: none"> <li>• Number of years of experience of the firm <b>(5mks)</b></li> <li>• Relevant projects undertaken by the firm. Added advantage (Atleast two county governments attach copies of) contracts(attach copies <b>(5mks)</b>)</li> </ul>	10	
2.	Implementation methodology	20	
	<ul style="list-style-type: none"> <li>• Detailed Work plan <b>(5mks)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Training plan and approach<b>(5mks)</b></li> <li>• Service management <b>(5mks)</b></li> </ul>		
	<ul style="list-style-type: none"> <li>• Detailed description of the bidders compliance to the detailed system requirements</li> </ul>		
3.	Should have at least implemented a similar solution in Kenya or outside Kenya in county or local government	10	
4.	<ul style="list-style-type: none"> <li>• 24 hour Location Report</li> <li>• Alert when vehicle is turned</li> <li>• Sound recording</li> <li>• Over speed Detection Reports</li> <li>• Brake PSI Reports</li> <li>•</li> </ul>	<b>10</b>	
6.	<ul style="list-style-type: none"> <li>• Tracking by time interval</li> <li>• Engine Cut by SMS</li> <li>• Engine Temperature</li> <li>• Coolant Temperature</li> <li>• Fuel Consumption Reports</li> </ul>	10	
7.	<ul style="list-style-type: none"> <li>• Built - in motion sensor for power saving</li> <li>• Speeding alert</li> <li>• Digital Input for Engine Control</li> <li>• Fuel Level Sensors</li> <li>• Driver Identification</li> <li>•</li> </ul>	10	
8.	<ul style="list-style-type: none"> <li>• SOS panic button for cases of emergencies</li> <li>• Geo-fencing control (user define</li> <li>• Low battery alert</li> <li>• Alert when vehicle enters or exits GPS blind area</li> </ul>	10	

### **2.30 Financial Evaluation**

It is only bidders who shall have attained a score of 70 % and above in the detailed technical evaluation will proceed to the next stage of financial evaluation.

### **2.31 Public Opening of Financial Proposals**

2.31.1 After Technical Proposal evaluation the procuring entity shall notify those bidders whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the TENDER indicating that their Financial Proposals will be returned unopened upon completion of the award process. The Procuring entity shall simultaneously notify the bidders who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those bidders who choose to attend. The opening date shall be within seven (7) days after the notification date. The notification may be sent by registered letter or electronic mail.

2.31.2 The Financial Proposals shall be opened publicly in the presence of the bidders representatives who choose to attend. The name of the bidder, the technical scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Procuring entity shall prepare minutes of the public opening.

### **2.32 Preliminary Evaluation of the Financial Proposal**

2.32.1 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the bidder has provided the tender security as required, whether the bidder has considered all the items of the corresponding Technical Proposal and correct any computational errors.

2.32.2 Bidders who will not completely and comprehensively cost all items of the TENDER shall be deemed non-responsive.

### **2.33 Conversion to Single Currency**

Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the Central Bank of Kenya selling exchange rate on the date of tender opening for the financial proposal for the purpose of evaluation.

### **2.34 Correction of Errors**

2.34.1 Bids determined to be substantially responsive shall be checked by the Procuring Entity for any arithmetic errors in the computations and summations. Errors will be corrected by the procurement entity as follows:

- a. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- b. Where there is discrepancy between the unit rate and the line item total resulting from  
Multiplying; the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Procuring Entity, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error
- c. The amount stated in the proposal will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the bidder, shall be considered as

binding upon the bidder. If the bidder does not accept the corrected amount, the bid shall be rejected and the bid Security may be forfeited in accordance with clause 2.16.8

## **2.35 Evaluation and Comparison of the Financial Proposals**

- 2.35.1 The Procuring Entity will evaluate only bids determined to be substantially responsive to the requirements of the proposal documents in accordance with clauses 2.28.
- 2.35.2 The Procuring entity's evaluation of a financial proposal will take into account the following factors;
- a. Comprehensive scope of work.
  - b. Project schedule detailed in the proposal
  - c. The proposed fee as one off mobilization fee and commission (as a percentage of the incremental revenue collected) OR AS MAY BE AGREED BY THE TWO PARTIES

The Procuring entity requires that the system under the Tender shall be deployed at the time specified in the Schedule of Requirements. Proposals offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

- 2.35.3 The formulae for determining the Financial Score ( $S_f$ ) shall be

$$\text{as follows:- } S_f = 100 \times F_m / F$$

Where  $S_f$  is the financial score;  $F_m$  is the lowest priced financial proposal and  $F$  is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical ( $S_t$ ) and financial scores ( $S_f$ ) using the weights (T=the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Appendix A the combined technical and financial score,  $S$ , is calculated as follows: -

$$S = S_t \times T\% + S_f \times P\%$$

The bidder achieving the highest combined technical and financial score will be invited for negotiations after due diligence has been undertaken on the same bidder.

## **2.36 Contacting the Procuring Entity**

- 2.36.1 From the time the proposals are opened to the time the contract is awarded the bidders should not contact the procuring entity on any matter related to its Technical and / or Financial Proposal.
- 2.36.2 Any effort by the bidders to influence the Procuring Entity in the examination, evaluation and ranking of proposals and recommendations for award of contract may result in the rejection of the bidder's proposal.

### **2.37 Due Diligence**

- 2.37.1 The procuring entity shall undertake due diligence on the successful bidder prior to negotiations leading to entering into contract
- 2.37.2 The purpose of the due diligence will be to ascertain the bidder's capability to undertake the project in accordance to the requirements of the proposal documents.
- 2.37.3 An affirmative determination in due diligence will be a pre-requisite for invitation to negotiations with the successful bidder leading into contract between the procuring entity and the successful bidder.
- 2.37.4 A negative due diligence determination will result in rejection of the bidder's proposal, in which event the procuring entity will proceed to the next highest technically and financially responsive bidder to make a similar due diligence determination of that bidder's capabilities to perform satisfactorily.

### **2.38 Negotiations**

- 2.38.1 Negotiations will be held at Director of Procurement's Board Room. The aim is to reach agreement on all points and sign a contract.
- 2.38.2 Having selected the bidder on the basis of the technical and financial evaluation criteria and due diligence the procuring entity expects to negotiate a contract. Before contract negotiations, the Procuring entity will require assurances that the technical experts will be actually available. The Procuring entity will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the project. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the bidder may be disqualified.
- 2.38.3 Negotiations will include a discussion of the Technical Proposal, Financial proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the implementation of the project. The agreed work plan and final technical specifications will then be incorporated in the "Description of Services" and form part of the Contract.
- 2.38.4 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Procuring entity and the selected firm will initial the agreed Contract. If negotiations fail, the Procuring entity will invite the firm whose proposal received the second highest score to negotiate a contract.

### **2.39 Award of Contract**

2.39.1 The Contract will be awarded after affirmative determination in the due diligence and successful negotiations between the procuring entity and the successful bidder. The Procuring entity will promptly notify other bidders who participated after the negotiations that they were unsuccessful and return the Financial Proposals of those bidders who did not pass the technical evaluation.

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.

### **2.40 Procuring Entity's Right to vary Quantities**

The procuring entity reserves the right at the time of the contract award to increase or decrease the quantity of goods originally specified in the scheduled requirements without any change in Unit Price or other terms and condition

### **2.41 Procuring Entity's Right to Accept or Reject Any or All Proposals**

2.41.1 The Procuring entity reserves the right to accept or reject any proposal, and to annul the process and reject all proposals at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidder of the grounds for the procuring entity's action.

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

2.41.3 The procuring entity shall give prompt notice of the termination to the bidders and on request give the reasons for termination within 14 days of receiving the request from any bidder.

2.41.4 A bidder who gives false information in the TENDER document about his/her 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.

### **2.42 Notification of Award and Signing of the Contract**

2.42.1 Prior to the expiration of the period of bid validity prescribed by the Procuring Entity, the Procuring Entity will notify the successful bidder in writing that his proposal has been accepted.

2.42.2 Notification of award will constitute the formation of the Contract subject to the parties signing the contract.

2.42.3 Within fourteen (14) days of receipt of the Letter of Acceptance from the Procuring Entity the successful bidder shall sign the form and return it to the Procuring Entity together with the required Performance Security.

- 2.42.4 Failure of the successful bidder to comply with the requirements 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 bidder or call for new tenders.
- 2.42.5 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.

#### **2.43 Performance Guarantee**

- 2.43.1 The Performance Security to be provided by the successful bidder shall be an insurance bid bond or an unconditional bank guarantee from duly recognized financial institutions registered in Kenya, convertible currency acceptable to the procuring entity and shall be in the form of a bank guarantee.
- 2.43.2 Failure of the successful bidder to lodge the required performance security shall constitute a breach of contract and sufficient grounds for annulment of the award and forfeiture of the bid security and any remedy under the contract.
- 2.43.3 The performance security will be discharged by the Procuring entity and returned to the bidder not later than thirty (30) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, under the Contract.
- 2.43.4 Any financial loss or reduction of county monthly revenue occasioned by the non-performance of the system based on the proposed system implementation and capability will be charged back to the supplier of the system and serious breach will result to cancellation of award/contract and refund forfeiting of the performance bond.

#### **2.44 Advance Payment**

- 2.44.1 An advance payment if approved by the procuring entity shall be made under the contract in accordance with the conditions of contract.

#### **2.45 Corrupt or Fraudulent Practices**

- 2.45.1 The procuring entity requires that bidders observe the highest standard of ethics during the procurement process and execution of contracts. A bidder shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 2.45.2 The Procuring entity will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.45.3 Further a bidder who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya



**2.46 Price of the Tender Document**

The price to be charged for the tender document shall be Ksh. 1,000/-

**2.47 Tender Document information**

The Procuring entity shall allow the bidder to obtain further information and inspect the TENDER Document free of charge.

**2.48 More Instructions**

Bidders should be aware of the provisions stated in the General Conditions of Contract and the Special Conditions of Contract.

**2.49 Appendix to Instructions to Bidders**

2.49.1 The following information regarding the particulars of the bidder shall complement, supplement or amend the provisions of the instructions to bidders. Wherever there is a conflict between the provision of the instructions to bidders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to bidders.

INSTRUCTIONS TENDERERS REFERENCE	TO (ITT)	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT-1.1		1. The name of the client is: - <b>BARINGO County Government.</b> 2. The eligible firms are those capable of <b>S UPPLY, DELIVERY AND INSTALLATION OF FLEET MANAGEMENT SYSTEM TEND ER NO . BARINGOCG/TNR/22/2015-2016</b> as provided in the Price Schedule-Section (VI). 3. Location/Delivery Point(s): - <b>BARINGO County Government Offices</b>
ITT-1.4		Prices quoted shall be in <b>Kenya Shillings .</b>
ITT-2.0		The cost of the tender documents is <b>kshs.1, 000/=</b> per set of Tender Document.
ITT-2.2.3		Mandatory requirements
ITT-2.2.3 (f)		Tender validity period: - <b>120</b> days from the date of Tender opening.
ITT-2.21.1		Submit Tender documents in <b>Original &amp; Copy and in the recommended format.</b>
ITT-2.22		<b>Submission deadline</b> -: Not later than <b>Wednesday , 23<sup>rd</sup> Sept , 2015, 12.00 noon</b> and be deposited in the <b>Tender Box situated at the AFC Building Offices, Supply Chain Management Section Office, BARINGO County Government (along BARINGO Road), BARINGO.</b>
ITT-2.22.3		Bulky Tender Documents shall be submitted on the date of Tender Closing and be placed in the space to be placed at the space provided by the Officer assigned to handle the duty
ITT-2.24		Opening of Tenders on <b>Wednesday, 23<sup>rd</sup> Sept, 2015, 12.00 noon</b> , in presence of tenderers' representatives who choose to attend.

### **SECTION III - GENERAL CONDITIONS OF CONTRACT**

#### **3.0 Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the Bidder, 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 Bidder under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the Goods/Services, machinery, and/or other materials, which the Bidder is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods/Services under this Contract.
- (e) "The Bidder" means the individual or firm supplying the Goods under this Contract.

#### **3.1 Application**

3.1.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of Goods/Services to the extent that they are not superseded by provisions of other part of contract.

#### **3.2 Country of Origin**

3.2.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.

3.2.2 The origin of Goods and Services is distinct from the nationality of the Bidder and will be treated thus in the evaluation of the tender.

#### **3.3 Standards**

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

#### **3.4 Use of Contract Documents and Information**

3.4.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract.

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

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

### **3.5 Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring entity with a 5% 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 Bidder'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) Bank guarantee
  - b) Insurance Performance Bond
  - c) Letter of credit
- 3.6.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not late than thirty (30) days following the date of completion of the Bidder's performance obligations under the Contract.

### **3.7 Inspection and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the Goods/Services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the Bidder 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 in the premises of the Bidder. 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 Goods/Services fail to conform to the Specifications, the Procuring entity may reject the Goods/Services, and the Bidder shall either replace the rejected Goods/Services or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.7.4 The Procuring entity's right to inspect test and where necessary, reject the Goods/Services after the Goods/Services arrival and installation shall in no way be limited or waived by reason of the Goods/Services having previously been inspected, tested and passed by the Procuring entity or its representative prior to the Goods/Services delivery.
- 3.7.5 Nothing in paragraph 3.8 shall in any way release the Bidder from any warranty or other obligations under this Contract.

### **3.8 Packing**

- 3.8.1 The Bidder shall provide such packing and packaging of the Goods/Services as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.8.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.9 Delivery and Documents**

- 3.9.1 Delivery of the Goods/Services, documents and installation of the same shall be made by the Bidder in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.10 Insurance**

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

### **3.11 Payment**

- 3.11.1 The method and conditions of payment to be made to the Bidder under this Contract shall be specified in Special Conditions of Contract
- 3.11.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.12 Prices**

- 3.12.1 Prices charged by the Bidder for Goods/Services delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the Bidder in its tender.
- 3.12.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.12.3 Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.
- 3.12.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

### **3.13 Assignment**

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

**3.14 Subcontracts**

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

**3.15 Termination for Default**

- 3.15.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, terminate this Contract in whole or in part
- (a) if the Bidder fails to deliver any or all of the Goods/Services within the period specified in the Contract, or within any extension thereof granted by the Procuring entity
  - (b) if the Bidder fails to perform any other obligation(s) under the Contract
  - (c) if the Bidder, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.15.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods/Services similar to those undelivered, and the Bidder shall be liable to the Procuring entity for any excess costs for such similar Goods/Services.

**3.16 Liquidated Damages**

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

**3.17 Resolution of Disputes**

- 3.17.1 The procuring entity and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract
- 3.17.2 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.

**3.18 Language and Law**

- 3.18.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC.

**3.19 Force Majeure**

- 3.19.1 The Bidder 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.

**3.20 Notices**

3.20.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

**SPECIAL IV - SPECIAL CONDITIONS OF CONTRACT**

**Notes on Special Conditions of Contract**

4.1 The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract

4.2 The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

4.4 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.9.1 Delivery of goods	The delivery period for the goods shall be <b>within a period of 30 days and not exceeding 45 days on signing of the contract unless specifically indicated by the respective procuring entity.</b>
3.11 Terms of payment	Payment shall be made <b>within a period of 30 days</b> after full delivery of service and receive of invoice as prescribed in the contract.
3.12 Prices	The prices offered shall be fixed for the period stated in the Tender Invitation.
3.13.1 Market Survey	Award of contract will be subject to a market survey to ascertain the veracity of bid prices.

**SECTION - V-SCHEDULE OF REQUIREMENTS AND PRICES**

**Notes on Schedule of Requirements and Prices**

- 5.1 The Procuring entity must state whether the contract is for procurement, installation and commissioning OR whether it is for installation and commissioning only, in which case, the Goods/Services will have been procured separately.
- 5.2 The Bidders may use additional paper as will be necessary to indicate the details of their costing including for other items not listed below but necessary for the system to perform optimally.

No.	Item Description	Quantity	Unit Price Kshs	Installation Period	Annual maintenance fee	Installation Price	Total Price Kshs.
001	Fleet management system	Over 100 vehicles					
						Total Price Kshs.	

Authorized Official:

Name..... Signature.....

Date.....

**SECTION VI - TECHNICAL SPECIFICATIONS**

**6.1 GENERAL**

- 6.1.1 These specifications describe the basic requirements for Goods/Services. Bidders are requested to submit with their offers the detailed specifications , drawings , catalogues, etc for the products they intend to supply.
- 6.1.2 Bidders must indicate on the specifications sheets whether the Goods/Services offered comply with each specific requirement.
- 6.1.3 All the dimensions and capacities of the Goods/Services 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, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 The Bidders are requested to present information along with their offers as follows:-

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

## **SECTION VII – TECHNICAL SPECIFICATIONS**

### **TERMS OF REFERENCE**

#### **7.1 Introduction:**

The Baringo County Government was established by the Constitution of Kenya 2010, article 176. The County covers an area of 11,090 km<sup>2</sup> with a population of 555,561 (2009 National Census).

Baringo County consists of Six Sub Counties; Eldama Ravine, Tiaty, Baringo Central, Baringo North, Baringo South, Mogotio and Two Urban Towns; Kabarnet and Eldama Ravine.

The Baringo County Government wishes to implement a revenue collection and management system that stops revenue leakages, ensures accurate information to the County customers, maximizes on revenue collection to support the Government's development agenda and service delivery to her citizens.

The proposed solution should ensure proper utilization of the County motorvehicles, plant and equipment.

embedded control mechanisms, data security and reliability.

The new County administration understands the important role that technology can play in transforming operations of the County and improving citizen service delivery. The County has therefore initiated an ICT Transformation strategy aimed at utilizing technology to improve citizen service delivery, increase efficiency and enhance proper utilization of the County motorvehicles, plant and equipment

#### **c. Key requirements of the solution**

1. The solutions should be practical and easy to use by BCG staff involved.
2. Easy and fast to deploy
3. The system should have high availability and redundancy.
4. Compliance with international globally accepted standards for security

Detailed specifications are provided in the requirements section of this document

#### **d. Training**

In providing training the vendor will be expected to:

1. Conduct training for BCG staff on the use and maintenance of the system based on the number of users per sub-county.
2. Provision of training manuals/reference materials

#### **e. Support and maintenance**

The vendor will also be expected to support and maintain the solution. This will



include:

1. Providing a help line which users of the system can call to report any problems
2. Providing upgrades, troubleshooting and fixes to the solution
3. Provide 24/7/365 99.5% availability of the solution. A comprehensive Service Level Agreement
4. Reliable 24 hrs. Help line by the vendor to county technical team

**NC- Not Complied**

**FMS** — Fleet Management System

In the **bidde rs response/comme nts** column bidders should provide clear and concise explanation of their solution's conformance to the requirement. Bidders can also refer to additional supporting information provided elsewhere in their proposal documents. Bidders should refrain from providing false information. Information provided will be subject to verification during the proof of concept solution demonstrations.

**Overall System Requirements**

OR-030 <D>	The RCMS could facilitate integration with Email & SMS notifications for effective citizen Service.		
OR-031 <M>	The RCMS should facilitate attachment s- Users should be able to attach files such as word documents or spreadsheet s, and other program-specific document s. These files can be attached to payers or properties or other entities (e.g. billboards)		
OR-032 <M>	The Vendors should provide training for the users of the solution including preparation of training manuals and setup of the hardware and software used in training classes		
OR-033 <M>	Geographic Information System (GIS) capability should be made inter-operable with other GIS through export to standard format Shape files		
OR-034 <HD>	Solution could be able to Scale up and allow multiple channel of Citizen interactions in future: Mobile (Android iPhone, Blackberry), IVR, Portal, Contact Center, Kiosk		
OR-035 <M>	The RCMS should facilitate the presentation of data in tables, graphically, or in reports		
OR-036 <M>	The RCMS should be user-friendly and intuitive to use for experienced users		
OR-037 <M>	The RCMS should be protected against information leakage		
OR-038 <M>	The RCMS should facilitate the setting of user rights according to type and level of information		
OR-039 <M>	The RCMS should permit the system administrator to see who has changed information, when and how		
OR-040 <M>	The RCMS should be protected against unauthorized persons, viruses, worms and software intruders		
OR-041 <M>	The RCMS users should be well supported by knowledgeable and responsive help desk		
OR-042 <M>	The RCMS should be able to show boosts to Sub-County activities, especially revenue increase, as per the activity (Revenue stream)		
OR-043 <M>	The RCMS should be able to calculate tax arrears and penalties		
OR-044 <M>	The RCMS should produce collection reports on daily, monthly, quarterly, semi-annual and annual basis		
OR-045 <M>	The RCMS should facilitate billing and distribution of demand notes with help of maps		
OR-046 <M>	The RCMS should keep track on revenue collection at Sub-County level where possible		
OR-047 <M>	The RCMS should show payers and defaulters on thematic maps		
OR-048 <M>	The RCMS should help in locating properties and tax payers		



## **METHODOLOGY AND IMPLEMENTATION**

The bid document should clearly indicate the proposed implementation schedule with strict timelines.

Key aspects of the implementation to be provided for in the schedule include:

- Installation Plan
- Strategy for migrating data from existing systems
- Acceptance testing plan
- Implementation and training
- Post implementation review
- Completion and Commissioning
- User Guides and manuals

## **COMPLETION AND COMMISSIONING**

Upon successful implementation, the service provider shall provide relevant test results and ensure completion and commissioning of system.

## **DOCUMENTATION**

The service provider shall avail both Technical and user documentation required for proper operation of the system.

## **WARRANTY**

The Contractor will be required to provide a system life warranty for all installed system modules and upgrades. The cost of upgrades/versions shall be borne by the vendor.

## **SECTION VIII -STANDARD FORMS**

*Notes on the Standard Forms:*

### **8.1 Form of tender**

### **8.2 Technical Proposal Submission Form**

This form must be completed by the Bidder and submitted with the tender documents. It must also be duly signed by duly authorized representative of the Bidder.

### **8.3 Confidential Business Questionnaire Form**

This form must be completed by the Bidder and submitted with tender documents

### **8.4 Tender Security Form**

When required by the tender document the Bidder shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

### **8.5 Contract Form**

The Contract form shall not be completed by the Bidder at the time of submitting the Bidder at the time of submitting the tender. The contract form shall be completed after contract award.

### **8.6 Performance Security form**

The performance security form should not be completed by the Bidder at the time of tender preparation. Only the successful Bidder will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

### **8.7 Bank Guarantee for Advance Payment**

When there is an agreement to have Advance payment, this form must be duly completed.

### **8.8 Manufacturer's Authorization Form**

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.

### **8.9 Letter of Notification of Award**

### **8.10 Declaration Form**

### **8.11 Details of Sub-contractors**

### **8.12 Form of written Power-of-Attorney (s)**

**8.1 FORM OF TENDER**

TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [Amount in figures] Kenya Shillings \_\_\_\_\_ [Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as Soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Tenderer]

of \_\_\_\_\_ [Address of Tenderer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**8.2 TECHNICAL PROPOSAL SUBMISSION FORM**

Date  
Tender No.

To:

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(Insert Goods/Services description)*) in conformity with the said tender documents for the sum of ..... *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the Goods/Services in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to ..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... *(Procuring entity)*.

4. We agree to abide by this Tender for a period of ..... *[Number]* days from the date fixed for tender opening of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this ..... day of ..... 20

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of

**8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c )  
whichever applied to your type of business  
You are advised that it is a serious offence to give false information on this form

*Part 1 – General:*

Business Name .....

Location of business premises. ....

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

Postal Address ..... Tel No. .... Fax ..... E mail .....

Nature of Business.....

Registration Certificate No. ....

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

Name of your bankers ..... Branch .....

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



#### 8.4 TENDER SECURITY FORM

Whereas ..... [Name of the Bidder]  
(Hereinafter called “the Bidder”) has submitted its tender dated ..... [Date of submission of  
tender] for the supply, installation and commissioning of ..... [name  
and/or description of the Goods/Services]  
(Hereinafter called “the Tender”) ..... KNOW ALL  
PEOPLE by these presents that WE ..... of  
..... having our registered office at .....  
(Hereinafter called “the Bank”), are bound unto ..... [Name of procuring entity]  
(Hereinafter called “the Procuring entity”) in the sum of ..... For  
which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its  
successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this  
day of 20 .

THE CONDITIONS of this obligation are:-

1. If the Bidder withdraws its Tender during the period of tender validity specified by the Bidder on the Tender Form; or
2. If the Bidder, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to Bidders;

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

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

[Signature of the bank]  
(Amend accordingly if provided by Insurance Company)

**8.5 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 Bidder] of ..... [City and country of Bidder] (Hereinafter called “the Bidder”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain goods] and has accepted a tender by the Bidder for the supply of those goods in the sum of ..... [Contract price in words and figures] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) The Tender Form and the Price Schedule submitted by the Bidder
  - (b) The Schedule of Requirements
  - (c) The Technical Specifications
  - (d) The General Conditions of Contract
  - (e) The Special Conditions of contract; and
  - (f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Procuring entity to provide the goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the Bidder in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by..... the..... (for the Procuring entity)

Signed, sealed, delivered by..... the..... (for the Bidder in the presence of

.....

**8.6 PERFORMANCE SECURITY FORM**

To .....  
[Name of procuring entity]

WHEREAS ..... [Name of Bidder] (Hereinafter called “the Bidder”) 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 Bidder shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidder a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, 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 Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [Amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

**8.7 BANK GUARANTEE FOR ADVANCE PAYMENT**

To .....  
[Name of procuring entity]

[Name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

**8.8 MANUFACTURER'S AUTHORIZATION FORM**

To [name of the Procuring entity] .....

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

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

[Signature for and on behalf of manufacturer]

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be  
signed by an authorized person.

**8.9 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

To:

RE: Tender No.

Tender Name

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

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

*(FULL PARTICULARS)*

*SIGNED FOR ACCOUNTING OFFICER*

**8.10 DECLARATION FORM**

**Date:**.....

**To**.....  
.....  
.....

The Bidder i.e (Name and address) .....,  
declare the following:

- (a) Has not been debarred from participating in Public Procurement
- (b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....  
.....

*Title*

*Signature*

*Date*

(To be signed by authorized representative and officially stamped / sealed)

**8.11 DETAILS OF SUB-CONTRACTORS**

If the Bidder wishes to sublet any portions of the works under any heading, he must give below details of the sub-contractors he intends to employ for each portion. Failure to comply with this requirement may invalidate the tender.

Portion of works to be sublet:.....

- (i) Full name of Sub-contractor and address of head office:  
.....
- (ii) Sub-contractor's experience of similar works:.....

*(Increase the list if more than one)*

.....  
.....

*(Signature of the bidder)*

*(Date)*



**8.12 FORM OF WRITTEN POWER-OF-ATTORNEY (S)**

The Bidder consisting of a Joint Venture shall state here below the name and address of his representative who is authorized to receive on his behalf correspondence in connection with the Proposal.

.....  
.....

*(Name of Bidder's Representative in block letters)*

.....  
.....

*(Address of Bidder's Representative)*

.....  
.....

*(Signature of Bidder's Representative)*