

# NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD



## TENDER DOCUMENT FOR SUPPLY AND INSTALLATION OF VEHICLE TRACKING SYSTEM FOR NAIROBI CITY COUNTY ASSEMBLY

TENDER NO . NCCASB/OT/12/03/2020-2021

**CLOSING DATE: 31<sup>st</sup> March 2021 at 12.00 Noon**

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CLERK'S CHAMBERS  
Telegraphic Address  
Telephone 020 2216151  
Email: [clerk@nairobiassembly.go.ke](mailto:clerk@nairobiassembly.go.ke)  
Web: [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)

County Assembly  
City Hall Buildings  
P O Box 45844-00100  
Nairobi, Kenya

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# NAIROBI CITY COUNTY ASSEMBLY



P. O. BOX 45844 – 00100, NAIROBI – KENYA

Telephone 020 2216151

Web: [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)

## ANNUAL TENDER NOTICE

The Nairobi City County Assembly Service Board invites eligible competent bidders for the following tenders:-

TENDER NO.	Tender Item Description for Financial Year 2020–2021
NCCASB/OT/12/03/2020-2021	Supply and Installation of Vehicle Tracking System for Nairobi City County Assembly

Tender documents with detailed specifications of the required goods and services may be obtained from the **Procurement Office, City Hall Building, Second Floor, Room 277** upon payment of a **non-refundable fee of Kshs. 1,000** paid to Nairobi City County Assembly's Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500;

or downloaded free of charge from the County Assembly website: [www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke) or Public Procurement Information Portal: [www.tenders.go.ke](http://www.tenders.go.ke)

Completed tender documents must be submitted in enclosed plain sealed envelopes, clearly marked with the **Tender Number** and written, **“Tender for Supply /Provision ”– “Category Reference/Description”** and be deposited in the tender box situated at **Nairobi City County Assembly premises, located at Wabera street, City Hall – Assembly Wing, 2<sup>nd</sup> Floor, Room 277**, so as to be received on or before **31<sup>st</sup> March 2021, 12.00noon.**

Opening of tenders documents will take place immediately thereafter at the **Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon**

in the presence of the candidates' representatives who choose to be present.

Tenders should be addressed to:-

THE CLERK  
NAIROBI CITY COUNTY ASSEMBLY  
P. O. BOX 45844 – 00100,  
NAIROBI - KENYA

## SECTION I INVITATION TO TENDER

DATE 23<sup>rd</sup> March 2021

TENDER REF NO. NCCASB/OT/12/03/2020-2021  
TENDER NAME SUPPLY AND INSTALLATION OF VEHICLE TRACKING SYSTEM FOR  
NAIROBI CITY COUNTY ASSEMBLY FOR A PERIOD OF THREE YEARS

- 1.1 The Nairobi City County Assembly Service Board invites sealed bids from eligible candidates for Supply and Installation of Vehicle Tracking System for Nairobi City County Assembly
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, Procurement Office Room 277, Second Floor**, as from **8am – 1pm and 2pm – 5pm**, week days as from Monday to Friday (excluding public holidays).
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000** paid to **Nairobi City County Service Board’s Account** at the **Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500**;  
  
OR downloaded free of charge from the County Assembly website:  
[www.nairobiassembly.go.ke](http://www.nairobiassembly.go.ke)  
or Public Procurement Information Portal: [www.tenders.go.ke](http://www.tenders.go.ke)
- 1.3 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited at the **Nairobi City County Assembly premises, located at Wabera street, City Hall – Assembly Wing, 2<sup>nd</sup> floor, outside room 277** or be addressed to **Clerk of Nairobi City County Assembly Service Board, P.O. Box 45844-00100 Nairobi**, as to be received on or before **31<sup>st</sup> March 2021, at 12.00noon**.
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates representatives who choose to attend at **Assembly Foyer, City Hall – Assembly Wing** at **12.00noon**.

THE CLERK  
NAIROBI CITY COUNTY ASSEMBLY  
P. O. BOX 45844 – 00100,  
NAIROBI - KENYA

## SECTION II - INSTRUCTIONS TO TENDERERS

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## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply and installation of vehicle tracking system by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The NCCA'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 NCCA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the NCCA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### **2.4. The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
  - (i) Invitation to Tender

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

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

## 2.5 Clarification of Documents

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

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

## 2.6 Amendment of Documents

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

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

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

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the NCCA, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English

translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

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

## **2.9 Tender Forms**

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

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

## **2.11 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

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



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

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

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

### **2.13 Goods Eligibility and Conformity to Tender Documents**

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

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

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

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

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

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the NCCA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the NCCA and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the NCCA as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the NCCA.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the NCCA on the Tender Form; or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.27
    - or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the NCCA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NCCA as non responsive.
- 2.15.2 In exceptional circumstances, the NCCA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

- 2.16.1 The NCCA shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
- (a) be addressed to the NCCA at the address given in the Invitation to Tender:
  - (b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE **31<sup>st</sup> March 2021, at 12.00noon.**”
- 2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the NCCA will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by the NCCA at the address specified under paragraph 2.17.2 no later than **31<sup>st</sup> March 2021, at 12.00noon.**
- 2.18.2 The NCCA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the NCCA and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the NCCA prior to the deadline prescribed for submission of tenders.

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The NCCA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The NCCA shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

- 2.20.1 The NCCA will open all tenders in the presence of tenderers' representatives who choose to attend, at **12.00noon, 31<sup>st</sup> March 2021** and in the location specified in the Invitation to Tender.

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

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

## **2.21 Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the NCCA may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the NCCA in the NCCA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The NCCA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the NCCA 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 NCCA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the NCCA and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

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

## **2.24 Evaluation and Comparison of Tenders**

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

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

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

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

## **2.26 Contacting the NCCA**

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

2.26.2 Any effort by a tenderer to influence the NCCA in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

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

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

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

### **(b) Award Criteria**

2.27.4 The NCCA will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

### **(c) NCCA's Right to Vary quantities**

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

### **(d) NCCA's Right to Accept or Reject Any or All Tenders**

2.27.6 The NCCA 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 NCCA's action

## **2.28 Notification of Award**

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

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

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

## **2.29 Signing of Contract**

- 2.29.1 At the same time as the NCCA notifies the successful tenderer that its tender has been accepted, the NCCA will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the NCCA.

## **2.30 Performance Security**

- 2.30.1 Within Thirty (30) days of the receipt of notification of award from the NCCA, 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 NCCA.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the NCCA may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

- 2.31.1 The NCCA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
  - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the NCCA, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the NCCA of the benefits of free and open competition;
- 2.31.2 The NCCA will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
<b>Eligible tenderer</b> 2.1	Firms authorized by manufacturers to supply and distribute vehicle tracking systems and accessories
<b>Cost of tender</b> 2.3.2	Tender document price shall be <b>Kshs. 1,000</b> paid to <b>Nairobi City County Service Board's Account</b> at the <b>Co-operative Bank of Kenya, City Hall Branch, Account Number 01141232417500</b> ; <b>OR</b> <u>downloaded</u> free of charge from the County Assembly website: <a href="http://www.nairobiassembly.go.ke/tenders">www.nairobiassembly.go.ke/tenders</a> or Public Procurement Information Portal: <a href="http://www.tenders.go.ke">www.tenders.go.ke</a>
<b>Clarification of Documents</b> 2.5.1	A prospective tenderer requiring any clarification of the tender document may notify the NCCA in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of tenders, prescribed by the NCCA.
2.5.3	The NCCA shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.
<b>Tender currencies</b> 2.11	Prices shall be quoted in Kenya Shillings.
<b>Tender eligibilities and qualifications</b> 2.12	For the purposes of establishing eligibility, the tenderer shall furnish: <ul style="list-style-type: none"> <li>i) Certificate of incorporation,</li> <li>ii) Valid Certificate of Tax Compliance,</li> <li>iii) Valid Business Permit,</li> <li>iv) CR12 form obtained showing the shareholders of the firm or a list of Directors of shareholders or a sworn affidavit of the Directors of the company,</li> <li>v) Manufacture Authorization Forms (MAF) - Bidders are required to provide MAF forms from the Vendors of motor vehicle tracking systems</li> </ul>
<b>Tender Security</b> 2.14	Shall be Kshs. 20,000 in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya. Guarantees from Insurance companies must be in the list approved by Public Procurement Regulatory Authority (PPRA) to issue tender securities
<b>Validity of Tenders</b> 2.15	Tenders shall remain valid for 120 days
<b>Sealing and Marking of Tenders: 2.17.2(b)</b>	<b>31<sup>st</sup> March 2021, at 12.00noon</b>
2.18.1	<b>31<sup>st</sup> March 2021, at 12.00noon</b>
2.20.1	<b>31<sup>st</sup> March 2021, at 12.00noon</b> Location: Nairobi City County Assembly Service Board, located at Wabera street, City Hall – Assembly Wing, at the Assembly Foyer, City Hall Building – Assembly Wing at 12.00noon
<b>Preliminary Examination</b> 2.22.2	There shall be no correction of arithmetic errors
<b>Conversion to single currency</b>	All prices to be in Kenya shillings. Prices provided in any other



<b>2.23</b>	currencies will be disqualification at the preliminary stage.
<b>Evaluation and Comparison of Tenders</b> <b>2.24</b>	The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.  Evaluation committee shall conduct due diligence on the successful bidder and it shall be based on the documents and information submitted
<b>Performance Security</b> <b>2.30</b>	Not applicable
<b>Award Criteria</b> <b>2.27.4</b>	Lowest responsive bidder

## **EVALUATION CRITERIA**

The tenders submitted will be evaluated in three (3) stages; Mandatory, Technical, and Financial. The evaluation process will be in stages as follows: -

- Preliminary / Mandatory Evaluation
- Technical Evaluation:
- Financial Evaluation

### **STAGE ONE: PRELIMINARY / MANDATORY EVALUATION**

The preliminary evaluation criteria shall be complied with by all bidders. Bidders who fail in any one of the criteria shall be disqualified.

<b>SNO.</b>	<b>MANDATORY REQUIREMENTS</b>
MR1	Certificate of Incorporation - Attach a copy of the Company certificate of Incorporation
MR 2	Tax Compliance certificate - Attach a Valid Tax Compliance certificate
MR 3	Valid Business Permit
MR 4	Submit a CR12 form obtained from the showing the shareholders of the firm or a list of Directors of shareholders or a sworn affidavit of the Directors of the company.
MR 5	Tender security in form of a bank guarantee issued by a reputable bank located in Kenya or insurance bond from the firms approved by Public Procurement Regulatory Authority (PPRA) of Kshs 20,000.
MR 6	Commitment letter to supply the items under at least One (1) year Warranty and a Service Contract for at least Two (2) years.
MR 7	Submit declaration statement of not being debarred from participating in Public Procurement in Kenya
MR 8	Attach a manufacturers authorization letter or letter from authorized dealer who is authorized by the developer to supply their products
MR 9	Dully filled confidential business questionnaire

**NOTE: Bidders meeting the entire above mandatory requirements will be subjected to Technical Evaluation.**

## STAGE TWO: TECHNICAL EVALUATION

### (i) FIRM'S TECHNICAL EVALUATION

No.	Evaluation Attribute	Weighting Score	Max. Score
T.S.1	<b>Experience</b> Number of years in Supply and Installation of Vehicle Tracking systems and accessories	<ul style="list-style-type: none"> <li>• 5 years and above (10 marks)</li> <li>• Below 5 years –prorated at: <b>No of years/10x5</b></li> </ul>	10
T.S.2	<b>References</b> Provide a list of clients and references, which the supplier has done similar supplies in the last 3 years.	Attach Purchase Orders or Contract documents for similar goods and services together with names and addresses of contact persons where supply has been made (a) 5 and Above LPOs / Contracts (30 Mks) (b) 4 LPOs / Contracts (25 Mks) (c) 3 LPOs / Contracts (20 Mks) (d) 2 LPOs / Contracts (10 Mks) (e) 1 LPO / Contract (5 Mks)	30
T.S.3	<b>Bank Statements</b> Bank statements for the past two years to date	Provide certified bank statements for the past two years to date (2018 and 2019 to date). i.e with Accounts balance of Kshs. 200,000 - (30 marks) Any other Balance –prorated at: <b>Provided Balance/200,000x30</b>	30
T.S.4	<b>Delivery Schedule</b> Please indicate maximum time required to deliver service after signing of contract or an LPO is issued.	<ul style="list-style-type: none"> <li>• 21 – 30 days – 10 marks</li> <li>• 30 – 45 days – 5 marks</li> <li>• More than 45 days – 0 marks</li> </ul>	10
T.S.5	<b>Physical Facilities</b> <ul style="list-style-type: none"> <li>• Provide details of physical address and contacts – <b>(attach evidence)</b></li> </ul>	<ul style="list-style-type: none"> <li>• Details of physical address/location and contacts with copy of title or lease documents or latest utility bill – (10 marks)</li> <li>• Not provided – (0 marks)</li> </ul>	10
T.S.6	<b>Commitment letter</b> Commitment to supply the items under at least One (1) year Warranty and a Service Contract for the same period.	<ul style="list-style-type: none"> <li>• The bidder to make undertaking that he/she is able to meet the set timelines during the contract</li> </ul>	10
		<b>Total</b>	<b>100</b>

#### **NOTE:**

Bidders who obtain 60 marks and above shall proceed to the financial evaluation stage.

Firm's Technical evaluation Pass mark will be 60 out of 100

Those who score below the 60 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.

**(ii) MANDATORY TECHNICAL EVALUATION**

- Bidders to respond with YES/ NO and attach all relevant certified documentation for each item
- Bidders who provide a response of NO in any of the provided requirement will be automatically disqualified.
- Bidders who fail to attach required documentation will also be automatically disqualified.

GENERAL FEATURES & CAPABILITY	BIDDER RESPONSE		BROCHURE (PAGE NUMBER)
	Yes	No	
<b>1. Car tracking</b>			
Locate vehicle using GPRS/3G/GPS on a map overlay in real-time			
Show current speed at which vehicle is travelling at in real-time			
Show current vehicle status (engine off/ on/ moving) in real-time			
Has virtual fencing/ Geo fencing capability & alerting			
Alert when vehicle over speeding, out of allowed areas			
Alerts when vehicle license & service are due based on parameters entered			
Vehicle health check –service due, engine temp e.t.c			
Motion detection to secure parked vehicles; tamper proof built-in Motion Sensor for movement & towing detection			
Integration of traffic and route selection features			
Vehicular communication features embedded in the fleet management System			
Security of the System by and from the third parties			
Shall beep alert on service due dates			
Capacity to disable on overdue service time on preset mileage			
Ability to disable vehicle remotely in real-time			
Mileage reader independent of the odometer			
Panic button on vehicle to alert system of distress incidences			
Allows vehicle identification by registration plate			
Retrieval services for car loss once reported			
Reports can be exported in excel and pdf format			
Compatible to Windows XP, Windows 7			
Has user rights management and permissions			
Driver ID capture available			
<b>2. Reporting</b>			
Can produce reports in real-time and online			

Can export reports in MS Excel format?			
Can produce graphical historic reports on location trends and fuel monitoring?			
Can replay routes of vehicles fitted with system			
Can keep historical information of over 3 months			
<b>3. Administration Console</b>			
System has an online administration console			
System server is hosted online and not in NCCA environment			
System has user rights administration capabilities			
<b>4. Licensing</b>			
Details			
Are licenses concurrent or named user licenses?			
<b>5. System</b>			
Supports/ compatible with all browser			
System must be hosted by the provider			
Support & maintenance must exist locally			
Free upgrade available of the system			
<b>6. System Demonstration</b>			
Demonstration of the functional and technical capabilities of the system			

### STAGE THREE: FINANCIAL EVALUATION

The bidders shall be subjected to price comparison at the financial stage.

The tender shall be awarded to the lowest evaluated bidder.

**NOTE:** The Nairobi City County Assembly Service Board will conduct a due diligence on the clients that will have been responsive to determine the tenderers capability/capacity to provide the required services.

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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

### **3.1 Definitions**

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

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

### **3.2 Application**

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

### **3.3 Country of Origin**

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

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

### **3.4 Standards**

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

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

3.5.1 The tenderer shall not, without the NCCA's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the NCCA in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the NCCA and shall be returned (all copies) to the NCCA on

completion of the Tenderer's performance under the Contract if so required by the NCCA

### **3.6 Patent Rights**

3.6.1 The tenderer shall indemnify the NCCA 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 NCCA's country

### **3.7 Performance Security**

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the NCCA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the NCCA, in the form provided in the tender documents.

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

### **3.8 Inspection and Tests**

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

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

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

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

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

### **3.9 Packing**

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

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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

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

### **3.12 Payment**

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

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

### **3.13 Prices**

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

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

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

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

### **3.14. Assignment**

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



### **3.15 Subcontracts**

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

### **3.16 Termination for default**

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

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

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

### **3.17 Liquidated Damages**

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

### **3.18 Resolution of Disputes**

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

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

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

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

**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

42. Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
<b>Performance Security 3.7.1</b>	Not applicable
<b>Payment 3.12.1</b>	One-off payment Payment shall be made promptly by the NCCA, but in no case later than sixty (60) days after submission of an invoice or claim.
<b>Resolution of Disputes 3.18.1</b>	<i>Indicate resolutions of disputes</i>

## SECTION V - SCHEDULE OF REQUIREMENTS

### SUPPLY, INSTALLATION & COMMISSIONING OF VEHICLE ALARM, TRACKING AND ONLINE FLEET MANAGEMENT SYSTEM SOFTWARE SOLUTION

#### Introduction and Background

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

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

NO	REGISTRATION NUMBER	MAKE	YEAR OF MANUFACTURE	USAGE
1.	47CG 272A	MERCEDES BENZ	2011	Private
2.	47CG 269A	MERCEDES BENZ	2013	Private
3.	47CG 273A	MISTUBISHI PAJERO	2008	Private
4.	47CG 267A	TOYOTA FORTUNER	2013	Private
5.	47CG 268A	TOYOTA FORTUNER	2013	Private
6.	47CG 270A	NISSAN VAN	2013	Commercial
7.	47CG 266A	DOUBLE CABIN	2004	Commercial
8.	47CG 271A	BUS	2012	Commercial
9.	47CG 001A	TRAIL BLAZER	2015	Private
10.	47CG 002A	TRAIL BLAZER	2015	Private
11.	47CG 188A	TOYOTA PRADO	2017	Private
12.	47CG 112A	ISUZU MU-X	2020	Private
13.	47CG 113A	ISUZU MU-X	2020	Private
14.	47CG 320A	TOYOTA HILUX	2015	Private
15.	47CG 238A	TOYOTA COROLA	2008	Private

## TECHNICAL REQUIREMENTS/SPECIFICATIONS

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

<b>GENERAL FEATURES &amp; CAPABILITY</b>
<b>1. Car tracking</b>
Locate vehicle using GPRS/3G/GPS on a map overlay in real-time
Show current speed at which vehicle is travelling at in real-time
Show current vehicle status (engine off/ on/ moving) in real-time
Has virtual fencing/ Geo fencing capability & alerting
Alert when vehicle over speeding, out of allowed areas
Alerts when vehicle license & service are due based on parameters entered
Vehicle health check –service due, engine temp e.t.c
Motion detection to secure parked vehicles; tamper proof built-in Motion Sensor for movement & towing detection
Integration of traffic and route selection features
Vehicular communication features embedded in the fleet management System
Security of the System by and from the third parties
Shall beep alert on service due dates
Capacity to disable on overdue service time on preset mileage
Ability to disable vehicle remotely in real-time
Mileage reader independent of the odometer
Panic button on vehicle to alert system of distress incidences
Allows vehicle identification by registration plate
Retrieval services for car loss once reported
Reports can be exported in excel and pdf format
Compatible to Windows XP, Windows 7
Has user rights management and permissions
Driver ID capture available
<b>2. Reporting</b>
Can produce reports in real-time and online
Can export reports in MS Excel format?
Can produce graphical historic reports on location trends and fuel monitoring?

Can replay routes of vehicles fitted with system
Can keep historical information of over 3 months
<b>3. Administration Console</b>
System has an online administration console
System server is hosted online and not in NCCA environment
System has user rights administration capabilities
<b>4. Licensing</b>
Details
Are licenses concurrent or named user licenses?
<b>5. System</b>
Supports/ compatible with all browser
System must be hosted by the provider
Support & maintenance must exist locally
Free upgrade available of the system
<b>6. System Demonstration</b>
Demonstration of the functional and technical capabilities of the system

## TERMS OF REFERENCE FOR INSTALLATION OF VEHICLE TRACKING SOFTWARE

### Objective

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

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

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

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

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

**Accidents:** hold comprehensive accident details which support multiple third parties. Report to include summary, analysis and comparisons.

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

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

**NOTE:** During the life of the contract, NCCASB reserves the right to add to the list of services identified which are deemed within the scope of this procurement. In the event that NCCASB determines additional services should be added, the following procedures will be followed. NCCASB will contact the awarded contractor and allow them the opportunity to provide pricing for the service. NCCASB, in its sole discretion, will determine if the price quoted by the contractor is fair and reasonable.

## **PRICING MODE**

1. **Integrated:** Whether the product is an integrated system with one price
2. **Licensing:** Whether pricing is based on number of users, number of processors, or other criteria.
3. **Pricing:** Whether modules are priced separately; if so, various combinations of modules available for acquisition are to be listed.
4. **Licensing Options:** Whether licensing is on perpetual basis, or on a time basis, or both options are available (details to be given)
5. **Support:** Post purchase maintenance and upgrade pricing policies are to be given.
6. **Cost:** Whether the cost is one-off or has a subscription component

**SECTION VI - PRICE SCHEDULE FOR GOODS**

Based on the information contained in the Technical Specification, Tenderers should provide a breakdown of costs for managing the **15 Fleet** in the format shown below.

The cost should include applicable taxes.

**COST STRUCTURE**

#	ITEM DESCRIPTION	QTY	DELIVERY PERIOD	UNIT COST KSHS.	TOTAL COST KSHS.
1	Supply, Installation & Commissioning of Vehicle and Fleet Tracking System	15			
2	Indicate cost of training of at least three (3) technical administrators in the management of the car tracking and fleet management system	Lot			
3	Cost of annual software updates and maintenance of 15 vehicles for a period of three years with a warranty for the first year	3 yrs	Annually		
4	Comprehensive service level agreement (SLA) charges. For tracking devices and system availability and support for 15 vehicles for three (3) years	3 yrs	Annually		
	<b>Grand Totals Inclusive of VAT</b>				

**NOTE:**

- Compulsory** - The device/software must be installed for the solution to function
- Optional** - Added features to enhance the use and reports of the solution, however the system can run without these features

**Cost should be inclusive of government taxes**

-----  
Name of the Bidder \_\_\_\_\_

-----  
Name of Authorized Officer \_\_\_\_\_

-----  
Signature and Rubber Stamp of tenderer \_\_\_\_\_



## SECTION VII - STANDARD FORMS

### Notes on the sample Forms

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

1. **FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of NCCA]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

## 2. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

	<p>Part 1 General</p> <p>Business Name .....</p> <p>Location of Business Premises .....</p> <p>Plot No,..... Street/Road.....</p> <p>Postal address ..... Tel No. .... Fax Email .....</p> <p>.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs. ....</p> <p>Name of your bankers.....</p> <p>.....</p> <p>Branch.....</p>																				
	Part 2 (a) – Sole Proprietor																				
	<p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
	Part 2 (b) – Partnership																				
	<p>Given details of partners as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 20%;">Shares</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>	Name	Nationality	Citizenship details	Shares	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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	Part 2 (c) – Registered Company																				
	<p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship details</th> <th style="width: 20%;">Shares</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>	Name	Nationality	Citizenship details	Shares	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
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	<p>Date.....Signature of Candidate.....</p>																				

3. TENDER SECURITY FORM

Whereas ..... [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated ..... [date of submission of tender] for the supply, installation and commissioning of ..... [name and/or description of the equipment] (hereinafter called "the Tender") ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto ..... [name of NCCA] (hereinafter called "the NCCA") in the sum of ..... for which payment well and truly to be made to the said NCCA, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

We undertake to pay to the NCCA up to the above amount upon receipt of its first written demand, without the NCCA having to substantiate its demand, provided that in its demand the NCCA 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)

4. CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [*name of Procurement entity*] of ..... [*country of Procurement entity*]  
(hereinafter called “the NCCA) of the one part and ..... [*name of tenderer*] of  
..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the NCCA

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

*(Amend accordingly if provided by Insurance Company)*

5. PERFORMANCE SECURITY FORM

To .....  
[*name of NCCA*]

WHEREAS ..... [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_\_\_\_ 20 \_\_\_\_\_ to \_\_\_\_\_ supply ..... [*description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

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

\_\_\_\_\_  
[*address*]

\_\_\_\_\_  
[*date*]

6. BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To .....  
[name of NCCA]

[name of tender] .....

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

7. MANUFACTURER'S AUTHORIZATION FORM

To [name of the NCCA] .....

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.

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[signature for and on behalf of manufacturer]

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



8. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, .....,  
of Post Office Box .....being a resident of  
..... in the Republic of  
..... do hereby make a statement as follows:

1. THAT I am the Company Secretary / Chief Executive / Managing Director / Principal officer / Director of .....  
(insert name of Company) who is a Bidder in respect of Tender No. ....  
for .....  
(Insert tender title/description) for .....  
(insert name of the Procuring Entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....(Title)

.....(Signature)

.....(Date)

.....(Bidder Official Stamp)

9. FORM RB 1

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (NCCA)

Request for review of the decision of the..... (*Name of the NCCA*) of .....dated the...day of .....20.....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...

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**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

10. ANTI CORRUPTION DECLARATION/ COMMITMENT/ PLEDGE FORM

I/We.....of  
Post Office Box.....declare that I/We recognize that Public  
Procurement is based on a free, fair and 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 No..... for .....or in  
the subsequent performance of the contract if I/We am/are successful.

Signed by.....  
C.E.O. or Authorized Representative.

Name.....

Designation.....

Signature.....

Date.....