

Kwale International Sugar Company Limited



**TENDER FOR
SUPPLY, INSTALLATION, TRAINING, TESTING
&
COMMISSIONING OF AN INTEGRATED
FLEET MANAGEMENT SYSTEM**

CLOSING DATE: 7th October, 2014

TENDER REF NO: KISCOL/SC/ITS/IFMS/2014-003

**TENDER FOR SUPPLY, INSTALLATION, TRAINING,
TESTING & COMMISSIONING OF AN INTEGRATED FLEET
MANAGEMENT SYSTEM**

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SECTION I: - TENDER NOTICE

SECTION II: – LETTER OF INVITATION

TO: ALL VENDORS

Dear Sir/Madam,

RE: TENDER FOR SUPPLY, INSTALLATION, TRAINING, TESTING AND COMMISSIONING OF AN INTEGRATED FLEET MANAGEMENT SYSTEM

2.1 Kwale International Sugar Company Limited (KISCOL) Invites Proposals For The Supply, Installation, Training, Testing And Commissioning of an Integrated Fleet Management System

Background

Kwale International Sugar Company Limited (KISCOL), Kenya, intends to engage a capable Vendors to implement an Integrated Fleet Management System (IFIMS) at the company premises located in Msambweni district of Kenya.

The Integrated Fleet Management System (IFMS) should deliver enterprise resource planning and agriculture management system functionalities.

Objectives of the assignment;

The main objective of this project is to implement an Integrated Fleet Management System capable of supporting all key processes detailed in the scope of services and technical specifications section of this document.

Scope of Assignment;

The scope of this tender is supply, installation, Training, Testing and Commissioning of an Integrated Fleet Management System (IFMS) to provide a scalable solution that addresses the needs of KISCOL in order to meet its long term fleet management strategy. Kwale International Sugar Company Limited is looking to acquire the functionalities that can be provided by an integrated suite of modules to support its fleet management operations.

2.2 The tender includes the following documents:

- Section I - Letter of invitation
- Section II - Information to vendors
- Section III - Technical Proposal
- Section IV - Financial Proposal
- Section V - Terms of Reference

2.3 For further clarifications and any queries contact

The Director-Projects,
Kwale International Sugar Company Limited,
P.O. Box 46279-00100, Nairobi, Kenya,
Email: tenders@kwale-group.com

Yours sincerely,

The Director-Projects

SECTION III: – INFORMATION TO VENDORS (ITV)

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3.1 Introduction

- 3.1.1 Kwale International Sugar Company Limited will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix.
- 3.1.2 Competent Vendors are invited to submit a Technical Proposal and a Financial Proposal.
- 3.1.3 The Vendors must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, Vendors are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable.
- 3.1.4 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client for pre-proposal conferences, demonstrations or site visits shall be borne by the vendor; and (ii) the Client is not bound to accept any of the proposals submitted.
- 3.1.5 KISCOL's employees, committee members, board members and their relatives are not eligible to participate.
- 3.1.6 KISCOL shall allow the tenderer to review the tender document free of charge before purchase. The tender document is available for download at the company's website. However, only those bidders whose bid is supported by a receipt of purchase paid at the tender fees indicated in Clause 3.1.7 shall be eligible for evaluation.
- 3.1.7 The tender documents shall be availed to interested bidders at a non-refundable fee of KShs 5000/= for local firms and USD 100.00 for foreign firms or consortia in which one of the partners is a foreign firm.

3.2 Clarification and Amendment of tender Documents

- 3.2.1 Vendors may request a clarification of any of the tender documents only up to three [3] days before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, facsimile or electronic mail to the Client's address indicated in the Appendix "ITV". The Client will respond by cable, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited vendors who intend to submit proposals.

3.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the tender. Any amendment shall be issued in writing through addenda. Addenda shall be sent by e-mail, cable, facsimile to all invited Vendors and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

3.3 Preparation of Technical Proposal

3.3.1 The vendor's proposal shall be written only in the English language. No translations shall be allowed. This shall also be applicable to all technical brochures and manuals

3.3.1 In preparing the Technical Proposal, vendors are expected to examine the documents constituting this tender in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3.2 The technical proposal must be submitted with a bid bond from a reputable bank for a fixed amount of KShs. 300,000 (Three Hundred Thousand Kenya Shillings). Bid Bonds from Insurance firms will not be accepted and will lead to automatic disqualification.

3.3.3 The Bid bond shall be valid for a period not less than thirty (30) days after the tender validity period.

3.3.4 While preparing the Technical Proposal, vendors must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with other firms or entities in a joint venture.
- (ii) A letter of partnership, association or joint venture signed by all parties to such an association of companies will be mandatory for all partnerships. Such partners will be expected to avail themselves for any demonstrations requested by KISCOL within a reasonable time.
- (iii) A power of attorney detailing the person empowered to represent the bidding firm or firms must also accompany the submission.
- (iv) It is desirable that most of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

3.3.5 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, contract amounts, contract duration, year of completion and the employer's contacts (email address, current telephone numbers).
- (ii) A description of the methodology and work plan for performing the assignment.
- (iii) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
- (iv) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix to Information to Vendors specifies training as a major component of the assignment
- (v) Any additional information requested in Appendix to Information to Vendors.

3.3.6 The technical proposal shall not contain any Financial Information. For purposes of clarification, Financial Information refers only to the Pricing of the required goods. Financial Information does not constitute the Bid Bond, Audited Accounts and previous LPO or contract amounts

3.4 Preparation of Financial Proposal

3.4.1 For purposes of clarification, Financial Information refers only to the Pricing of the required goods. Financial Information does not constitute the Bid Bond, Audited Accounts and previous LPO or contract amounts

3.4.2 The bid bond shall not be placed in the financial proposal.

3.4.3 In preparing the Financial Proposal, vendors are expected to take into account the requirements and conditions outlined in the tender documents. The Financial Proposal should follow the format provided in the Standard Forms.

3.4.4 Vendors shall express the price of their services in Kenya Shillings or US Dollars only. Where prices have been expressed in US Dollars, then, for

purposes of comparison, the exchange rate prevailing seven (7) days prior to the closing date shall be used as the base rate.

3.4.5 The Proposal must remain valid for at least one-twenty (120) days after the submission date. The Client will make diligent effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the vendors shall agree to the extension.

3.5 **Submission, Receipt, and Opening of Proposals**

3.5.1 The original proposal (Technical Proposal and Financial Proposal; see Para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initiated by the persons or person authorised to sign the proposals.

3.5.2 For each proposal, the vendors shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. A soft copy containing the technical details of the proposal shall also accompany the submission. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

3.5.3 The original and all copies of the Technical Proposals shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL**" & "**Supply, Installation, Training and Commissioning of an Integrated Fleet Management System**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" & "**Supply, Installation, Training and Commissioning of an Integrated Fleet Management System**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITV" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

3.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITV". Any proposal received after the closing time for submission of proposals shall be returned to the respective vendor unopened.

3.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Client shall prepare minutes of the public opening.

3.5.6 The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

3.6 Proposal Evaluation General

3.6.1 From the time the bids are opened to the time the Contract is awarded, if any vendor wishes to contact the Client on any matter related to his proposal, he should do so in writing at the address indicated in the Appendix "ITV". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the vendor's proposal.

3.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

3.7 Evaluation of Technical Proposal

3.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as detailed in this document

3.7.2 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITV".

3.7.3 Lack of clarity for any line item will be assumed to mean that the option is missing and will be awarded zero marks.

3.8 Opening and Evaluation of Financial Proposal

3.8.1 After Technical Proposal evaluation, the Client shall notify those vendors whose proposals did not meet the minimum qualifying mark as stated in the evaluation criteria or were considered Non-responsive to the tender and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process.

3.8.2 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the vendor has put a cost to all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any un-priced items shall be assumed to be included in other costs in the proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

- 3.8.3 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Vendor in the financial proposal. For purposes of establishing the registration status of the vendors, a copy of the same documents shall also be placed in the Technical proposal by all vendors irrespective of whether the vendor is of local or foreign origin.
- 3.8.4 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITV", be as follows:-
- $Sf = 100 \times \frac{F_M}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; *T + p = 1*) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 3.8.5 The tender evaluation committee shall evaluate the tender within not more than 30 days of from the date of opening the tender.
- 3.8.6 Contract price variations shall not be allowed for contracts not exceeding one year. Wherever contract price variation is allowed, the variation shall not exceed 10% of the original contract price
- 3.8.7 Price variation requests shall be processed by KISCOL within thirty (30) days of receiving the request.

3.9 Negotiations

- 3.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITV". The aim is to reach agreement on all points and sign a contract.
- 3.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the Contract. Special attention

will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

- 3.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).
- 3.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client 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 assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 3.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract.
- 3.9.6 If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.
- 3.9.7 KISCOL shall appoint a team for the purpose of the negotiations.

3.10 Award of Contract

- 3.10.1 The Contract(s) will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other vendors on the shortlist that they were unsuccessful and return the Financial Proposals of those vendors who did not pass the technical evaluation. The award of the contract, should the client choose so, will be subject to successful site visits to the vendor, product demonstrations and contract negotiations or a combination of any of these.
- 3.10.2 The selected firm(s) is/are expected to commence the assignment on the date and at the location specified in Appendix "ITV".
- 3.10.3 The parties to the contract shall have it signed within thirty (30) days from the date of notification of contract award unless there is an administrative review request.

3.10.4 KISCOL may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

3.10.5 KISCOL 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.

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

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.

(d) Shall not be debarred from participating in public procurement.

3.11 Confidentiality

3.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the vendors who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

3.12 Corrupt or fraudulent practices

3.12.1 KISCOL requires that the vendors observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

3.12.2 KISCOL will reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

3.12.3 Vendors must sign a binding anti-corruption declaration in the format provided in the standard forms

SECTION IV: - APPENDIX TO INFORMATION TO VENDORS

Note on the Appendix to Information to Vendors

1. The Appendix to information to vendors is intended to assist KISCOL in providing specific information in relation to corresponding claims in the information to vendors included in Section II.
2. KISCOL is specifying in this appendix, information and requirements specific to the circumstances of KISCOL, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.

Appendix to Information to Vendors

The following information for procurement of consultancy services and selection of Vendors shall complement or amend the provisions of the information to Vendors, wherever there is a conflict between the provisions of the information to vendors and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the information to vendors.

2.1 The name of the Client is **Kwale International Sugar Company Limited**

3.1.1 The method of selection is **price and quality**

3.1.2 Technical and Financial Proposals are requested: **Yes**

3.3.5 (iv) Additional information requested includes: Mandatory requirements specified in the **Section V Technical Proposal** under **Evaluation criteria**

3.4.2 The Bid Bond shall only be placed in the Technical Proposal.

3.5.2 Vendors must submit One (1) original and one (1) additional hard copy of each proposal. Vendors must also submit one (1) soft copy of the technical document in C.D. format. Financial Information shall not be provided in the CD.

3.5.4 The proposal submission address is:

**The Director-Projects,
Kwale International Sugar Company Limited
P.O. Box 46279-00100, Nairobi, Kenya
Liaison Office, located at Unifresh Exotics House,
Baba Dogo Road, Ruaraka**

Information on the outer envelope should also include the words; **Tender Number: KISCOL/SC/ITS/IFMIS/2014-001, Tender for Supply, Installation, Training, Testing and Commissioning of An Integrated Fleet Management System**

3.5.4 Proposals must be submitted no later than; **7th October, 2014**

3.5.4 The address to send information to the Client is **as per clause 3.5.3**

2.7.1 The minimum technical score required to pass; 80%. The client may, at its discretion, choose to invite the top 3 vendors after technical evaluation to proceed to vendor demonstration and financial evaluation.

2.8.3 The following shall be deemed to be mandatory requirements and shall form the basis of the initial evaluation criteria, failure to provide any of the said documents or providing defective or falsified documents being grounds for automatic disqualification of the application. The said documents shall augment the details provided in the Technical Requirements data sheets (see provided excel sheets)

1. A bid bond/security in the amount and validity indicated in Clause 3.3
2. Certified copy of the firms certificate of Incorporation
3. Certified copy of valid KRA Tax Compliance certificate (for locally incorporated firms or local consortium partners)
4. Certified Copy of firms PIN Certificate
5. Certified Copy of firms VAT Certificate
6. Certified Copy of firms Single Business Permit(for locally incorporated firms or local consortium partners)
7. Certified Audited Accounts for the last three (3) Years
8. A company profile showing the firms areas of competence, products and signed CV's of personnel proposed for servicing the contracts.
9. Letters of recommendation from three (3) of the firms major clients relevant to the applied category supplied over the last five (5) years (KISCOL may choose to visit the firms to establish the veracity of the performance of the firms' previous contracts).
10. Evidence of a Physical Registered office. Such evidence shall be in form of utility bills for the last three (3) months for all vendor firms
11. Certificates from affiliated bodies or professional business associations where applicable
12. A copy of official KISCOL receipt for purchase of the tender document
13. The applicant should provide the name(s) and address of the banker(s) familiar with the applicants' financial standing and a letter from the banker detailing the availability and amount of credit for servicing the contract if awarded.
14. The applicant shall provide a Manufacturers Authorization Letter in a case whereby the vendor is not the Original Software Developer or Manufacturer. (If the vendor is the manufacturer or developer, it should provide an Own-Recognizance Letter or a letter in lieu of the Manufacturers Authorization Letter)
15. Warranty letters from the manufacturer addressed directly to KISCOL if the vendor is an agent or reseller.
16. Applicants shall provide all relevant litigation information for the last three (3) years. Firms are urged to be truthful in respect of the litigation information provided.

3.8.3 The whole clause is voided

2.8.5 Alternative formulae for determining the financial scores are the following;

The weights given to the Technical and Financial Proposals are:

T = 0.80 (80%) and P = 0.20 (20%)

The evaluation criteria are detailed in **Part 4** of the **Technical Specifications** in this document.

2.9.2 The assignment is expected to be completed in one-and-a-half months from the signing of the contract: Vendors are expected to provide a detailed work-plan in MS Project showing their implementation plan.

Successful vendors will be required to submit a performance bond equivalent to ten (10) per cent of the final negotiated price.

SECTION V: - TECHNICAL PROPOSAL

Notes on the preparation of the Technical Proposals

- 4.1 In preparing the technical proposals the vendor is expected to examine all terms and information included in the tender document. Failure to provide all requested information shall be at the vendors own risk and may result in rejection of the vendor's proposal.
- 4.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 4.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the vendors or the Special Conditions of contract.
- 4.4 Even though firms may have satisfied all the mandatory and technical requirements, they may still be disqualified if they have:
 - 4.4.1 Made erroneous, misleading or false representation or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document,
 - 4.4.2 If subsequent confidential enquiry reveals facts contrary to the information provided by the applicant.
- 4.5 Please note that by filling these forms and returning it, you authorize KISCOL to choose to verify all or any information provided therein.

Table of Contents

1. Technical proposal submission form
2. Technical proposal Compliance Matrix
3. Firms references
4. Description of the methodology and work plan for performing the assignment
5. Format of curriculum vitae (CV) for proposed Professional staff

1. TECHNICAL PROPOSAL SUBMISSION FORM

[_____ *Date*]

To:

Kwale International Sugar Company Limited

Ladies/Gentlemen:

We, the undersigned, offer to provide the Supply, Install, Train and Commission an Integrated Fleet Information Management System for _____ [*Title of vendor*] in accordance with your tender dated _____ [*Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

_____ [*Authorized Signature*]:

_____ [*Name and Title of Signatory*]:

_____ [*Name of Firm*]:

_____ [*Address*]:

_____ [*Stamp or Company Seal*]

2. General Requirements

2.1 The specifications describe the basic objectives for the Integrated Fleet Management System. Bidders are requested to submit with their offers the detailed specifications, catalogues and brochures for the solution they intend to supply.

2.2 Bidders must provide an Executive Summary of not more than three (3) pages but not exceeding 1000 words describing the approach, processes and methodologies that you will be using in the system you are proposing.

2.3 Bidders are requested to submit the technical proposal with a break-down giving information on the Fleet Management solution with Tracking & Fuel Solution

2.4 All parameters of the solution to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer. KISCOL reserves the right to reject the solution, if such deviations are found critical to the success of the project objectives.

2.5 Proposal could include:

- i. Functional Hierarchy Diagram (FHD)
- ii. Product overview or technical specifications (including scalability, Availability, etc.)
- iii. Detailed description of each component or module
- iv. Screen shots of key components or modules
- v. Table of major data fields
- vi. Architecture (functional and technical) diagrams and description
- vii. Security implementation
- viii. Solution on interfacing with existing/new systems as defined in the Scope of Work
- ix. Hardware configuration and sizing to meet performance requirements
- x. Product upgrade path (e.g. details on new functionality/features/architecture and expected date)
- xi. Project management process/methodology, deliverables (e.g. project

status etc.) and schedule

- xii. Project organization structure and profile of key project team members (e.g. Management oversight, Project manager, Project leader, Web Creative Designer, Architect, Systems analyst, Main developers, Tester, System administrator, Database analyst, Quality assurance etc), including development team composition i.e. either on-site, off-shore and hybrid model
- xiii. Quality management plan
- xiv. Risk list and mitigation plan
- xv. Details on how and the process to provide warranty and maintenance/support (for both hardware and software) to comply with the stipulated SLA (including composition of team, escalation process etc.)
- xvi. Other details on provision of various environment, testing methodology, development/testing tools to be used, training, transfer of knowledge/skill, second-ment of KISCOL staff to project team etc.
- xvii. The vendor must also state explicitly:
 - a. the required configuration of your proposed product,
 - b. whether customization of your product is required, keeping in mind that customization must be kept to a minimum and,
 - c. whether integration with KISCOL's other systems is required and if so, how this is proposed.
 - d. If proposed system is a package, Vendors should highlight the salient features and describe the functionalities/features that would meet the functional and technical requirements (e.g. basic, mandatory, optional, value added etc.)
 - e. All assumptions and constraints.

2.6 The bidders are requested to present information along with their offers as follows:

2.6.1 Shortest possible delivery and implementation period of the solution.

2.6.2 Information on proper representative and/or workshop for back-up service

and maintenance including their names and addresses.

- 2.7 The bidder should bear in mind that the solution proposed should be simple, robust and easy to maintain. The GUI should be easy to understand for both technical and non-technical personnel.
- 2.8 It is expected that the contractor will provide training for both technical support staff and end users. A full training schedule for all targeted users, including costs (if any) and duration, should be provided. The costs (if any) should only be provided in the Financial Proposal.
- 2.9 The financial proposal should clearly show the cost of equipment, cost of installation and standing charges where applicable, and or usage (including communication) charges.
- 2.10 All costing should be very explicit and modules should be priced separately with linkages confirmed.
- 2.11 Clarity should be enshrined even where communication service provision is required from elsewhere other than the bidder and the requisite costs spelt out.
- 2.12 The contractor is expected to provide technical support all year round; they must provide telephone, email and fax for the support desk as well as the designated contact persons describing the escalation path.
- 2.13 Terms of system maintenance/support should be spelt out and existing similar operational installations given.
- 2.14 Vendors should propose a method to align the start of maintenance support (for both hardware and software) across all phases.
- 2.15 Specify the notification period for commencement of any future development work.
- 2.16 After the lapse of the defect-free operation period KISCOL will negotiate a maintenance agreement with the contractor.
- 2.17 The shortlisted candidates will be expected to carry out a demo showcasing live fleet tracking solutions they currently have with their clients and demonstrate both fleet management solution and fuel monitoring as implemented on a live instance.
- 2.18 AVAILABILITY AND RELIABILITY

This system will be available on 24x7 basis, 9x5.5 weekdays office hours. Vendors must quote solutions based on 99% availability (i.e. 3.65 days of downtime/yr).

The Vendor's proposal shall include detailed description on how this level of Fault Tolerance or High Availability can be achieved. Any additional hardware/software components required shall be clearly indicated with the proposal. The cost for such components shall be clearly itemized and explanations must be given for the use of these additional hardware and software.

2.19 DATABASE INSTALLATION

Vendor must install, set-up and harden the database, and test all installations and configurations together with KISCOL's appointed database administration vendor if a non-cloud based solution is proposed.

2.20 IMPLEMENTATION

The Vendor must work with all KISCOL's appointed software vendors (e.g. SAP, Amity) to ensure that implementation of the application software is successful including the setup and installation of hardware on the trucks and software. This should be completed within one-and-a-half (1.5) months after project officially kicks off.

2.21 TESTING AND ACCEPTANCE

The Vendor shall ensure that all components / systems are tested for successful installation. Vendors shall make accurate records of all tests and shall furnish ALL test certificates and schedules of the test results in an approved form mutually agreed by both parties. One (1) original copy of such records and each test certificate shall be submitted to KISCOL for review.

All tests shall be conducted in the presence of appointed representative from SATS to the satisfaction of KISCOL. Vendors shall supply all necessary servers, system software, Connections and skilled labour required for the tests to be carried out to the satisfaction of KISCOL, without separate charges to KISCOL.

Vendors shall work with all relevant 3rd party vendors for the integration testing to ensure the installed hardware is able to support the requirements stated within this

tender.

Acceptance of the service/hardware will be based on the 100% compliance to configuration requirements within the scope.

2.22 SYSTEM INTEGRATION TESTING (SIT)

The system is considered accepted and ready for UAT only if SIT meets the following:

- a) Functional, Performance & Availability Requirements are completely met; and
- b) There are zero defect of Severity 2 problems.

2.23 USER ACCEPTANCE TESTING (UAT)

The system will be accepted and released for Production only if UAT meets the following based on the acceptance test plan:

- a) Functional, Performance & Availability Requirements are completely met; and
- b) There are zero defect of Severity 2, Severity 3 & Severity 4 problems.

2.24 DELIVERABLES

Vendors shall clearly indicate the management and deployment of the various deliverables with a detailed project schedule and plan. The following are some of the key deliverables (including but not limited to):

- a. Project Plan (including Project Organization and Management Structure)
- b. User Requirements Specifications
- c. Design Specifications
- d. System Architecture
- e. Acceptance Test Plan
- f. Implementation Plan
- g. Test Cases/Scenarios and Results
- h. Administrator Guide (which includes
 - System Configuration Parameter Settings
 - Start up and Shut down Procedures
 - Troubleshooting Procedures

- Operations Instructions
- Failover and Recovery Process
- Performance Monitoring Procedures
- Proper procedure for recovery of services in event of failure)
- i. User Guide
- j. System Documentation
- k. Training Materials (both hard and soft copy)
- l. Hardware Component Specifications (e.g. mobile devices, servers, if any)
- m. The final list of deliverables shall be approved by KISCOL.
- n. Do note that all documentations and deliverables (stated within the tender or otherwise) remains property of KISCOL.

2.25 PROJECT SCHEDULE

As a guideline, the project development and implementation timeline should consider the following tasks (including, but not limited to):

- a. Project deliverables listed under the Project Deliverables section.
- b. Review of project deliverables by KISCOL
- c. Detailed requirement gathering, and sign-off
- d. Setting up of various development, testing and production environments
- e. Systems integration testing (SIT)
- f. User training before UAT and before cutover
- g. Preparatory work prior to SIT, UAT and cutover
- h. Resolution of defects during SIT, UAT Performance testing and tuning
- i. Data migration/loading if required
- j. Briefings to support various KISCOL staff (where needed)
- k. Support during cutover and warranty

2.26 PROJECT MANAGEMENT

- a. The Vendor should take on sole responsibility of project management and should work and manage other vendors for interfaces development, testing and implementation (where needed by KISCOL).

- b. If the Vendor chooses to work with one or more partners to deliver the system, the management of these partner(s) will be the sole responsibility of the Vendor. The Vendor will be KISCOL's prime and single point of contact.
- c. KISCOL reserve the right to allocate Resources ("either KISCOL staff or (ii) KISCOL appointed in-house vendor staff") to the Vendor's development team. The responsibility and scope of work of the Resources will be agreed bilaterally with corresponding adjustments in fees. The project management will continue to be Vendor's responsibility.
- d. The Vendor must furnish the project organization structure, escalation process and resumes of all key members.
- e. If the proposed model is an off-site development, the Vendor would have to provide the environment required off-site, including all hardware, software and connectivity.
- f. The Vendor must have a technical architect team to fulfil the requirement for environment setup. The Vendor's technical team should take on prime responsibility and should work with KISCOL's Infrastructure team to complete the following activities (including, but not limited to):
 - i. Environment setup for the project (SIT, UAT, Production (where necessary))
 - ii. Deployment of software and hardware Networking (Connectivity, Load Balancer, etc.,)
 - iii. Security (e.g. Installation, Setup of Firewall)
 - iv. Server Setup (Application, Web, Database, etc.,)
 - v. Database administration functions
 - vi. Deliver database scripts for database setup, recovery and backup
 - vii. Deliver scripts, procedures for housekeeping and batch job (if required)
- g. Upon expiry or termination of this Agreement, the Vendor must ensure that Services rendered to-date which includes all the data will be handed over to KISCOL and/or other KISCOL appointed vendor(s) with proper documentations or procedures specified by KISCOL. All costs associated will

be the sole responsibility of the Vendor.

2.27 TRAINING

The Vendor shall recommend the type of training (functional and technical) required, style of delivery, recommended class size, and duration, as well as the training cost. The Vendor is responsible for (may be subject to changes by KISCOL):

- a. Developing functional/application training materials for classroom.
- b. Preparation of training data.
- c. Training KISCOL IT staff (Technical/Operational/Helpdesk)
- d. Training KISCOL users and administrators.
- e. KISCOL will provide the classroom facilities (with a max of 7 (seven) PCs) for training.
- h. The deliverables in the implementation of this project will include:
 - 2.24.1 Best-of-breed system.
 - 2.24.2 Training of technical staff.
 - 2.24.3 Post-implementation review report.

3. TECHNICAL PROPOSAL COMPLIANCE MATRIX

VENDOR COMPLIANCE MATRIX			
	General Features & Capability	Vendor Response (Y/N)	Annotation to Reference Document (Page No.)
1	Car Tracking		
1.1	Locate vehicle using GPRS/3G/GPS on a map overlay in real-time		
1.2	Show current speed at which vehicle is travelling at in real-time		
1.3	Show current vehicle status (engine off/ on/ moving) in real-time		
1.4	Has virtual fencing/ Geo fencing capability & alerting		
1.5	Vehicle Hazard Alerts: when vehicle over speeding, out of allowed areas, erratic driving, etc		
1.6	Alerts when vehicle license, maintenance & service are due based on pre-configured parameters.		
1.7	Vehicle health check -service due, engine temp etc		
1.8	Shall beep alert on service due dates		
1.9	Capacity to disable on overdue service time on preset mileage		
1.10	Ability to disable vehicle remotely in real-time		
1.11	Mileage reader independent of the odometer		
1.12	Panic button on vehicle to alert system of distress incidences		
1.13	Allows vehicle identification by registration plate		
1.14	Retrieval services for car loss once reported		
1.15	Capability of monitoring up to 500 vehicles and above		
1.16	Cross-platform Compatibility(Windows, Unix, Linux, Mac)		
1.17	Based on cloud computing, managed server hosted outside of KISCOL accessible using the internet		
1.18	Ability to integrate fuel monitoring module to this module		

1.19	Driver ID capture available		
2	Fuel Monitoring		
2.1	Based on cloud computing, managed server hosted outside of KISCOL accessible using the internet		
2.2	Generate daily, weekly and monthly reports of travelling mileage and fuel consumption of each truck		
2.3	Reports on fuel usage in real-time		
2.4	Shows current vehicle fuel tank level in litres online		
2.5	Reports can be exported		
2.6	Alerts on sudden fuel capacity change against time (addition & removal)		
2.7	Cross-platform Compatibility(Windows XP,7, 8+, Unix, Linux, Mac)		
2.8	Input miles/hours, gallons, date, costs of fuel, ties with Preventive Maintenance schedule		
2.9	Vehicle ID and Fuel taken, time and date		
2.10	System rider key for authorization		
2.11	Fuel measuring ability		
2.12	Shows current station fuel tank in litres (KISCOL tanks) in real-time		
2.13	Ability to manually edit/enter odometer readings		
2.14	Support manual entry of fuel transactions		
3	Reporting		
3.1	Can produce reports in real-time and online		
3.2	Can export reports in MS Excel or CSV format?		
3.3	Can produce graphical historic reports on location trends and fuel monitoring?		
3.4	Can replay routes of vehicles fitted with system		
3.5	Can keep historical information of over 12 months		
3.6	Includes dashboards to be generated.		
3.7	Ability to customize reports		

3.8	Provide pre-built reports including, costs, fuel use, repair history, parts inventory, mechanic hours, detail reports and summary reports		
3.9	Ability to save criteria in built reports and add to a favorites field		
4.0	Ability to view reports on screen before printing		
4.1	The alerts should be sent out using Email and SMS format at the minimum.		
4.2	Ability to create ad-hoc reports		
4.3	Reports can be exported in excel, CSV and pdf format		
4	Administration Console		
4.1	System has an online administration console		
4.2	System server is hosted online and not in KISCOL environment		
4.3	System has user rights administration capabilities		
4.4	Update of new/resigned staff and new/decommissioned vehicles, and the assignment of tracking devices to vehicles.		
4.5	Update of new zones.		
4.6	Ability to drill down to other modules/fields of the software		
4.7	Provide easy navigation between functions (i.e. work orders/parts/vehicle record)		
5	Licensing & Support		
5.1	Does system require annual licensing , give details in separate sheet		
5.2	Are licenses concurrent or named user licenses?		
5.3	Support & maintenance exists locally in Kenya?		
5.4	Free upgrade available online?		
6	Browser Compatibility		
6.1	Supports all browsers (Google Chrome, Mozilla Firefox, Internet Explorer)?		
6.2	Forward and Backward Browser compatibility but at least for current minus two (-2) versions		
7	Integration to Existing Management Information Systems		

7.1	Must enable forward integration to existing ERP (SAP), AMS (Amity) and Banking (Amity) software systems		
8	Availability		
8.1	This system will be available on 24x7 basis, 9x5.5 weekdays office hours. Vendors must quote solutions based on 99% availability (i.e. 3.65 days of downtime/yr).		
9	Security		
9.1	Multi-level security based on user permissions		
9.2	Has user rights management and permissions		
9.2	Ability to have a separate database instance for testing purposes		
10	Preventive Maintenance (PM)		
10.1	View PM schedule/modify		
10.2	Ability for departments to request and/or schedule preventative maintenance or repair services		
10.3	Automatic PM triggered by user defined parameters		
10.4	Auto-notify end users, shop of PM due		
10.5	Create standardized PM schedules using A, B, etc, coding.		
10.6	System calendar used to schedule or have ability to interface with Microsoft Outlook calendar		
10.7	Ability to convert PM into work order and assign mechanic		
10.8	Customizable job lists, parts required for PM types, tied to asset number		
11	Capital Asset Management		
11.2	Provide a vehicle replacement screen that calculates replacement based on user defined criteria		

11.3	Ability to access depreciation, salvage value, remaining months of useful life, repair costs, fuel costs, life to date on screen or through a report		
11.4	Ability to track vehicles out of service		
12	Vehicle Equipment Inventory		
12.1	Set up vehicles/equipment by asset number (currently four numeric digits)		
12.2	Department field		
12.3	Department sub-field		
12.4	Account Number Field (000-00000-0000 format)		
12.5	Year, Make, Model Fields		
12.6	Customizable vehicle classifications		
12.7	VIN/Serial Number		
12.8	Odometer –Select miles/hours		
12.9	Purchase Date		
12.10	In-Service Date		
12.11	Useful Life		
12.12	Engine Make & Model		
12.13	Gross Vehicle Weight		
12.14	Fuel Type		
12.15	Fuel Tank Capacity		
12.16	Wheelbase		
12.17	Track parts specific to vehicle (tire size, filter type, lights, brakes, etc)		
12.18	License Plate #		
12.19	Customizable fields for inspections, misc. permits		
12.20	Ability to track National and County government inspections, annual renewals or any other site-specific inspections		
12.21	Ability to track accidents		
12.22	Photos/Document attachment		
12.23	Warranty Tracking		
12.24	Ability to assign smaller equipment to vehicle		
12.25	Ability to see pending PM and scheduled repairs upon opening asset record		

12.26	Ability to group or categorize assets to help schedule PM		
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The vendor should provide a detailed activity schedule indicating lead times, estimated delivery dates, duration of installation, testing and commissioning. This schedule shall be used to track the progress and performance of the contractor.

The vendor shall be expected to carry out a live demo by showcasing existing clientele solutions online both for fleet management and fuel monitoring.

Note: This project is expected to take no longer than one-and-a-half (1.5) months from date of award of the contract.

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

Reporting Procedures

KISCOL shall constitute a project team to manage all the aspects of the project during its planning, implementation and commissioning of the same.

4. FIRM'S REFERENCES

Relevant Services Carried Out in the Last 5 Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country
Location within Country:	Professional Staff provided by Your Firm/Entity(profiles):
Name of Client:	Clients contact person for the assignment.
Address and Telephone Contact:	No of Staff-Months; Duration of Assignment:
Start Date (Month/Year): Completion Date (Month/Year): Approx. Value of Services (Kshs):	
Name of Associated Vendors. If any:	No of Months of Professional Staff provided by Associated Vendors:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:	
Narrative Description of project:	
Description of Actual Services Provided by Your Staff:	
System name, version, modules implemented, operating system and any additional software components	

Firm's Name: _____

Name and title of signatory:-----

**5. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member]

_____ *Date;*

[Signature of authorised representative of the firm]

Full name of staff member: _____

Full name of authorized representative: _____

SECTION IV: - FINANCIAL PROPOSAL

Notes on preparation of Financial Proposal

- 4.1 The Financial proposal prepared by the vendor should list the costs associated with the Supply, Installation, Training and Commissioning of an Integrated Fleet Management System. The costs should be broken down to be clearly understood by KISCOL.
- 4.2 The financial proposal shall be in Kenya Shillings or US Dollars. Where vendors provide proposals in US Dollars, then the prevailing exchange rate seven (7) days prior to the closing date shall be used for comparison purposes.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part

FINANCIAL PROPOSAL STANDARD FORMS

Table of Contents

1. Financial proposal submission Form
2. Summary of costs

1. FINANCIAL PROPOSAL SUBMISSION FORM

Date]-----

To: _____

[Name and address of Client]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (_____) *[Title of vendor]* in accordance with your tender dated (_____) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (_____) *[Amount in words and figures indicating Currency in KShs or USD]*.

We remain,

Yours sincerely,

_____ *[Authorized Signature]*

:

_____ *[Name and Title of Signatory]:*

_____ *[Name of Firm]*

_____ *[Address]*

_____ *[Stamp or Seal of the firm]*

2. SUMMARY OF COSTS

FLEET MANAGEMENT SOLUTION WITH TRACKING & FUEL SOLUTION

	Cost Category/Component		
1	Cost of the solution		
2	Cost of Training • Duration		
3	Recurrent costs • Software Licensing cost if any? • Maintenance costs per annum		
4	Any other cost		
	TOTAL COST		

3. BREAKDOWN OF PRICE PER COMPONENT

Bidders must provide a detailed breakdown of the components of the solution offered within the format provided below

Component NO.:	Description:
Price Component	Amount(s)
Subtotal	

SECTION V: - STANDARD FORMS

i. 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 of *[Name and/or description of the Goods]*

(Hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE.....

of..... having our registered office at

(Hereinafter called "the Bank"), are bound unto Kwale International Sugar Company Limited

(Hereinafter called "KISCOL") in the sum of.....

for which payment well and truly to be made to the said KISCOL, 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 KISCOL 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 KISCOL up to the above amount upon receipt of its first written demand, without KISCOL having to substantiate its demand, provided that in its demand KISCOL will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

[Signature of the bank]

II. CONTRACT FORM

THIS AGREEMENT made the ___ day of _____ 20 ___ between Kwale International Sugar Company Limited of P.O. Box 46279-00100, NAIROBI, KENYA (hereinafter called "KISCOL ") of the one part and _____ [Name _____ of _____ bidder] of [City and _____ country of bidder] (Hereinafter called "the bidder") of the other part:

WHEREAS KISCOL invited tenders for certain Goods, viz., [brief description of 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 Appendix to Instructions to Vendors; and
 - (f) the Notification of Award by KISCOL.
3. In consideration of the payments to be made by KISCOL to the bidder as hereinafter mentioned, the bidder hereby covenants with KISCOL to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KISCOL hereby covenants to pay the bidder in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

In the presence of _____

iii. Performance Security Form

To: Kwale International Sugar Company Limited

WHEREAS *[Name of bidder]*
(Hereinafter called “the bidder”) has undertaken, in pursuance of Contract No.
_____ *[reference number of the contract]* dated _____ 20 to

[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 figures], 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 your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of _____ 20 ____ .

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

iv. Manufacturer's Authorization Form

To: *Kwale International Sugar Company Limited*

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 a competent person.

SECTION VI: - EVALUATION CRITERIA

PRELIMINARY EVALUATION

The evaluation criteria that will be used in selecting a vendor is as detailed below.

- i. Preliminary evaluation will involve review of compliance to mandatory requirements set out below. Vendors who do not meet these requirements will be disqualified.
 - a. All required documents requested in Part 2.8.3 of the Appendix to Information to Vendors, including, inter alia,
 - b. The proposal must be submitted with a bid bond from a reputable bank for fixed amount of KShs. 300,000 (Three Hundred Thousand Kenya Shillings). This will entail the checking of its amount, validity and authenticity.
 - c. Documented product development road map for the next 5-10 years.
 - d. Submission of a valid Tax compliance certificate (for local firms) or Tax declaration by the candidate (if Foreign candidates).
 - e. Submission of the candidate's audited accounts or certified Bank Statement.
 - f. That the Tender is valid for the period required.
 - g. Submission of the required number of sets of the hard and soft copies of the Tender.
- ii. Technical evaluation

The technical evaluation will be carried out through a 2 stage process involving:

(1) Desktop Evaluation

- Evaluation of vendor responses to the tender. Only the top 3 vendors with the highest scores will be invited to demonstrate their solutions.
- Vendors are to comply and demonstrate compliance with (by quoting the relevant standards for each module) industry best practices and standards associated with (including but not limited to):
 - - Project management methodology
 - - Infrastructure design
 - - Software development
 - - Infrastructure operations
 - - Information security
 - - Scalability options
 - - Training methodology

(2) Evaluation of Vendor Demonstrations

- The 3 shortlisted vendors will be required to demonstrate capabilities of their solution as per their response to the tender. Scores awarded at this stage will be added to scores from the tender evaluation to give the total technical score. The respective weights are indicated in the tables below.
- The evaluation process may include telephone calls to your referees (clients) to verify claims made by your company. Reference sites with the closest match to KISCOL's will be preferred.
- Each vendor will be allowed a maximum of three (3) representatives to attend the Product demonstration phase of evaluation. It is up to the vendors to ensure that their chosen attendees are competent in demonstrating all the desired modules on offer.
- The short listed candidates may be asked to present their Tender Submission on-site at KISCOL. KISCOL may provide the necessary electronic facilities and accessories (power, a projector, display board and cables) for the presentation but all other expenses incurred by the Vendors in making the presentations will be borne by Vendors.
- Vendors shall bear all the international and local transport, travel and accommodation costs incurred for the demonstration.
- Vendors will provide their own internet connectivity to ensure smooth online availability throughout the demonstration.
- Agenda for the presentation will be sent beforehand to enable the short-listed vendors prepare for the vendor presentations. Vendors must adhere strictly to the agenda and time allocated to complete the vendor presentation.
- Vendors will be allowed a maximum of 60 minutes to make a comprehensive demonstration. This will be followed by a Q&A session of 30 minutes or less. Vendors will, however, be allowed a maximum of 15 minutes before their 60 minute live-demonstration evaluation count-down begins to enable them to set up their connectivity and other presentation requirements. Vendors are therefore encouraged to arrive in time for the allocated demonstration slot.
- For reasons of fairness to all bidders, there will be no negotiation, variation or extension of the allocated demonstration slots.

Area	Sub-area	Assigned % Weight	Specific Notes
Preliminary evaluation	Compliance evaluation	Elimination	Vendors who do not comply with the mandatory requirements will be eliminated at this stage
Technical (80%)	Desktop technical evaluation	40	Only the top 3 technically evaluated bids will be subjected to the remaining evaluation process
	Technical and functional demonstration of the solution	40	
Site visit: KISCOL reserves the right to undertake site visits to the vendors previous installations.	Site visit evaluation	No scores will be awarded at this stage	Award of the contract will be confirmed upon satisfactory site visit. Vendors who will be found to have misrepresented any facts on their past performance will be disqualified at this stage
Financial (20%)	Financial Evaluation. This will also involve a determination of the completeness of the Financial proposal	20	Financial proposals will be scored using the formula provided below
Total		100	The vendor with the highest aggregate technical and financial score will be provisionally awarded the tender subject to satisfactory site visit

Detailed Technical Evaluation Criteria

	Category	Score
	Modules 1 to 5 will be prorated and weighted to 40% of final total score	
Module 1	Experience of the Bidding company/ firm <ul style="list-style-type: none"> • Years in service (3mks) • List your client portfolio stating how many vehicles are on tracking and how many are on fuel monitoring. (10mks) • Written, stamped and signed reference letters from an employer of the client will be required. (upto a max of 15 clients) (5mks) 	17%
Module 2	Staff Competence Must show certification/ competencies of staff that will be involved in the project and maintenance <ul style="list-style-type: none"> • Project management skills (3mks) • Relevant software certifications (2mks) • Letter from software owner authorising sale of their product (5mks) 	10%
Module 3	Implementation Work Plan <ul style="list-style-type: none"> • Show proposed project plan (5mks) • List the team members involved in the project (5mks) • Confirm the project manager for the project (3mks) 	13%
Module 4	After Sales Service/ Technical Backup Show plan to service and maintain system after implantation <ul style="list-style-type: none"> • Existence of Service Level Agreements (5mks) • Show existing support contracts with at least 3 clients (3mks) • Existence of an internal support team by show of CV, workshop and mode of operation (3mks) 	11%
Module 5	Training <ul style="list-style-type: none"> • Show training plan and how this will be carried out (10mks) • Show training period (5mks) 	15%
	Module 6 below will be prorated and weighted to 40% of final total score	
Module 6	Live Demonstrations Every must showcase a demo of the system from one of the existing clients <ul style="list-style-type: none"> • Must be a live demo(online from the web) (5mks) • Must be of clients that are existing (showcase) (5mks) • Must show at least 5 existing clients (proof of letters from client authorizing KISCOL to witness the live demonstration) (5mks) • Must show car tracking capabilities(5mks) • Must show fuel monitoring capabilities(5mks) • Must show fleet management eg speed, service due, reports etc (5mks) 	30%

The minimum qualifying score will be **70%**. Only those firms which meet this minimum score shall proceed to Financial Evaluation

Financial Evaluation

This will include the following:- I. Conducting a financial comparison, considering the various cost components i.e.

- (a) Cost of Solution/System
- (b) Cost of training
- (c) Recurrent costs

- (d) The Supplier's offered Terms of Payment

The formulae for determining the Financial Score (Sf) shall, be as follows:-

$Sf = 100 \times \frac{Fm}{F}$ where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. After conclusion of vendor demonstrations, proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (*T*=the weight given to the Technical Proposal; *P* = the weight given to the Financial Proposal; $T + p = 1$).

The weights given to the Technical and Financial Proposals are:

$$\mathbf{T = 0.80 (80\%)} \\ \mathbf{and \ P = 0.20 (20\%)}$$

The combined technical and financial score, S, is calculated as follows:- $S = St \times T \% + Sf \times P \%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

Post evaluation verification through site visits

Before award, KISCOL may opt to conduct site visits for further verification of information provided by the vendor with the highest combined technical and financial score. The site visits will be carried out at relevant sites provided by the selected vendor and will be used to verify:

- Existence of sites where the proposed solution is operational
- Confirmation that a suitable implementation process was used and the solution was delivered as contracted
- Confirmation that effective support is provided as contracted.

If through the site visits it is determined that information provided by the vendor in their response to the tender is false, the vendor will be disqualified and site visits conducted to verify the solution of the vendor with the next highest combined financial and technical score.

7. Estimated time schedule for the evaluation process

The table below provides the expected timelines for each stage of the evaluation process.

Activity	Time in days	Estimated dates
Opening of the technical tender document	1	17/10/2014
Review of compliance to mandatory documents. Vendors who do not meet the mandatory requirements will be disqualified at this stage.	1	17/10/2014
Evaluation of the vendors' technical proposals.	7	20th to 23 rd October, 2014
Vendor demonstrations	1	24 th October, 2014
Evaluation of the financial proposals.	1	27 th October, 2014
Total number of days for evaluation	11	
Site visits for pre award verification	3 days	

The Successful Tenderer shall be the one with the highest combined weighted scores.

SECTION VII: - PAYMENT SCHEDULE

Phase-wise Implementation Payment Schedule

Description	Amount
Upon signing of Formal Contract and vendor submission of performance bond	10% of Final Negotiated Contract Amount
Upon sign-off of Functional Specifications	20% of Final Negotiated Contract Amount
Upon acceptance of User Acceptance Tests (UAT)	40% of Final Negotiated Contract Amount
Upon KISCOL sign-off of Go-Live	20% of Final Negotiated Contract Amount
Upon end of Warranty Period	10% of Final Negotiated Contract Amount
Total	100% of Final Negotiated Contract Amount

KISCOL has the right to terminate the Contract signed between KISCOL and the Vendor(s) at any time giving thirty (30) days prior written notice.

Should this occur, KISCOL will pay for work rendered up to the date of termination.

SECTION VII: - BIDDER'S ELIGIBILITY DECLARATION

We/I the undersigned (Name of Company Officer)....., in the capacity of for

..... [Name of the company/firm/individual] certify that the bidder is not in any of the following situations:

1. Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
2. Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
3. Legal proceedings have been instituted against us involving an order suspending payments and which may result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
4. Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
5. Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
6. Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
7. Are in breach of contract on another contract with the Government of Kenya or other local or international contracting firm, authority or foreign government.
8. Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
9. Have not fulfilled obligations relating to payments of taxes or statutory contributions.

(If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.)

Names in full: [.....]

Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....]

Stamp of the firm/company:[.....]

SECTION VIII: - BIDDER'S INTEGRITY PACT DECLARATION

Accepting that transparent business management and fair-play in the tendering process are key to business competitiveness and social development, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for **Supply, Installation, Training, Testing and Commissioning of an Integrated Fleet Management System**, all personnel of [Company Name]_____ and its sub-contractors and agents hereby agree that:

- 1.** We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Kwale International Sugar Company Limited of Kenya (herein referred to as KISCOL) for a period of Five (5) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by KISCOL for a period of Five (5) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case may be handed over to the authorities for investigation and possible prosecution.
- 2.** In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by KISCOL for a period of Five (5) years. If proven as a fact that we have offered bribes to KISCOL or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by KISCOL for a period of Five (5) years. If proven that we have offered bribes to KISCOL or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by KISCOL for a period of Five (5) years.
- 3.** In case it is proven that we have offered bribes to a related official or a KISCOL official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
- 4.** We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials of KISCOL, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.

5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, KISCOL to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.

6. We authorize KISCOL, to seek information from any source, including publication of the name of the bidder to confirm that we are compliant with the requirements of this Integrity Pact.

We shall fulfil this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall re-append our signatures and fulfil the above as a “Special Condition of Contract,” and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____ (CEO/Managing Director)

Full Name printed: _____

Stamp/Seal of the firm: _____