

**REPUBLIC OF KENYA**



**MANDERA COUNTY GOVERNMENT**

**PROVISION OF ASSET TAGGING SOLUTION TO  
MANDERA COUNTY GOVERNMENT**

**TENDER DOCUMENTS**

**TENDER NO: .....MCG/RFP/01/2018-2019.....**

**MARCH, 2019**

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## SECTION I

### INVITATION FOR TENDERS

Tender reference no. : **MCG/RFP/01/2018-2019**

### **Tender Name: PROVISION OF ASSET TAGGING SOLUTION TO MANDERA COUNTY GOVERNMENT**

1.1 The Mandera *County Government* invites sealed PROVISION OF ASSET TAGGING SOLUTION TO MANDERA COUNTY GOVERNMENT

1.2 Interested eligible candidates may obtain and inspect tender documents from our website [www.mandera.go.ke](http://www.mandera.go.ke). For any more information/clarification interested applicants can visit the office of the **Director of Supply Chain Management Office, next to Read sea resort of -Mandera**, during normal working hours.

1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for the contract period.

1.4 Original and a copy of tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box located at the supply chain management office in Mandera or to be addressed to  
**County Chief Officer Accounting and financial services**

**P.O. Box 13**

**Mandera**

So as to be received on or before **Wednesday, 20<sup>TH</sup> MARCH 2019 at 10.00 Am**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at a location as will be designated.

**Director Supply Chain Management**

**For COUNTY Chief Officer Accounting and financial services**

## **SECTION II - INSTRUCTION TO TENDERERS**

### **2.1. Eligible Tenderers**

- 2.1.1 This Invitation to Tender is open to all eligible providers of **Assets Tagging Solution**. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The Mandera County Government employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 MCG to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation to Tender.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and MCG, will in no case be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Instructions to Tenderers

- (ii) General Conditions of Contract
- (iii) Special Conditions of Contract
- (iv) Schedule of Requirements
- (v) Details of the Service
- (vi) Form of Tender
- (vii) Price Schedules
- (viii) Contract Form
- (ix) Confidential Business Questionnaire Form
- (x) Tender Security Form
- (xi) Performance Security Form
- (xii) Principal's or manufacturers authorization form
- (xiii) Declaration Form

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

## **2.4 Clarification of Tender Documents**

2.4.1 A Candidate making inquiries of the tender documents may notify MCG by post, fax or by email at the MCG's address indicated in the Invitation to Tender. MCG 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 the tenders, prescribed by the MCG. Written copies of the MCG's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 MCG shall reply to any clarifications sought by the tenderer within 7 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of Tender Documents**

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

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

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

## **2.6 Language of Tenders**

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

## **2.7. Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Confidential business questionnaire.

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Tender Form and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the Term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

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

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

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

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings.

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 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 it's tender is accepted.

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

## **2.12. Tender Security**

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

2.12.2 The tender security shall not exceed 2 per cent of the tender price. Bidders are required to submit Tender Security which must be valid for 150 days from the date the tender closes.

2.12.3 The tender security is required to protect the MCG against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be a Bank guarantee issued by a commercial bank operating in Kenya, a deposit taking micro-finance Institution, Sacco Society, The Youth Enterprise Development Fund, approved Insurance Companies or Women Enterprise Fund.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by MCG as non-responsive, pursuant to paragraph 2.20.5.

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.8 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) In the case of a successful tenderer, if the tenderer fails:
  - (i) To sign the contract in accordance with paragraph 2.29 or
  - (ii) To furnish performance security in accordance with paragraph 2.30.
- (c) If the tenderer reject correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by MCG as non-responsive.

2.13.2 In exceptional circumstances, MCG may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the Combined **Technical and Financial Proposal, clearly** marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender. **All pages of the tender shall be serialized.**

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to Mandera County Government at the address given in the Invitation to Tender paragraph 1.6.
- (b) bear tender number and name in the invitation to tender and the words, "DO NOT OPEN BEFORE **WEDNESDAY 20<sup>TH</sup> MARCH 2019 10:00 AM**

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

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



## 2.16. **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by MCG at the address specified under paragraph 2.15.2 not later than **WEDNESDAY 20<sup>TH</sup> MARCH 2019 10:00 AM**

2.16.2 MCG may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of MCG and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## **2.17. Modification and Withdrawal of Tenders**

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

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.17.3 No tender may be modified after the deadline for submission of tenders.

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

## **2.18. Opening of Tenders**

2.18.1 MCG will open all tenders in the presence of tenderers' representatives who choose to attend, on **WEDNESDAY 20<sup>TH</sup> MARCH 2019 at 10:00 AM** and in the location specified in the invitation for tenders. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.3 MCG will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19. Clarification of Tenders**

2.19.1 To assist in the examination, evaluation and comparison of tenders MCG 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.

2.19.2 Any effort by the tenderer to influence MCG in tender evaluation, tender comparison or Contract award decisions may result in the rejection of the tenderers' tender.

## **2.20. Preliminary Examination and Responsiveness**

2.20.1 MCG 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.

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.

2.20.3 MCG 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, MCG 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. MCG's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

## **2.21. Conversion to single currency**

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

## **2.22. Evaluation and Comparison of Tenders**

2.22.1 MCG will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20. The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.2 MCG's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

### 1. Operational Plan

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

### 2. Deviation in payment schedule

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

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

## **2.23. Contacting the Procuring entity**

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

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

## **2.24. Post-qualification**

2.24.1 MCG will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as MCG deems necessary and appropriate.

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

## **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 MCG will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## **2.26. Procuring Entity's Right to Accept or Reject any or All Tenders**

2.26.1 MCG 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 MCG's action. If MCG determines that none of the tenders is responsive, MCG shall notify each tenderer who submitted a tender.

2.26.2 MCG 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.

2.26.3 A tenderer who gives false information in the tender document about his 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.

## **2.27 Notification of Award**

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

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and MCG pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 MCG will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.28 Signing of Contract**

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

2.28.2 Within Seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to MCG.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.29 Performance Security**

2.29.1 The successful tenderer may be requested to furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to MCG.

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

## **2.30. Corrupt or Fraudulent Practices**

- 2.30.1 MCG requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.30.2 MCG will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for the Provision of **Assets Tagging Solution** shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| <b>Instruction to tender Reference</b> | <b><i>Particulars of Appendix to instructions to tenderers</i></b>   |
|--|--|
| 1.3                                    | The tender document can downloaded from the MCG Website <a href="http://www.mandera.go.ke">www.mandera.go.ke</a> at no fee. Bidders who download the tender documents must forward their particulars immediately for records and communication of any further tender clarifications or addenda |
| 2.1                                    | The tender is open to all providers of Assets Tagging Solutions.   |
| 2.2                                    | Providers firm should have been in operation for a minimum of 10 Years   |
| 2.3                                    | Providers should have a turnover of over 50 Million for 3 consecutive Years(Show Audited Account)  |
| 2.9.2                                  | Taxes: The Tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include  |
| 2.12.2                                 | Bidders are required to submit Tender Security of <b>equivalent to 2% of the tender sum</b>  |
| 2.15.2                                 | <b>COUNTY CHIEF OFFICER<br/>ACCOUNTING AND FINANCIAL SERVICES<br/>MANDERA COUNTY<br/>GOVERNMENT<br/>THE COUNTY TREASURY<br/>BUILDING<br/>P.O. BOX 13-70300<br/>MANDERA</b>   |
| 2.14.1                                 | The Tenderer should clearly indicate on top of the envelope the tender name and tender reference number.   |

|        |  |
|--------|--|
| 2.16.2 | Deadline for submission is <b>20<sup>TH</sup> MARCH 2019 10:00 AM</b>                                |
| 2.16.3 | Bulky tender documents that cannot fit into the tender box to be received at the procurement office, |
| 2.18.2 | Combined Technical and Financial Proposal (One Bid Document)   |



## **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 MCG and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

- (c) “The Services” means services to be provided by the tenderer including materials and incidentals which the tenderer is required to provide to MCG under the Contract.
- (d) “The Procuring entity” means the organization procuring the services under this Contract
- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day.

### **3.2. Application**

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

### **3.3. Standards**

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

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

- 3.4.1 The Contractor shall not, without MCG’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of MCG in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.
- 3.4.2 The Contractor shall not, without MCG’s prior written consent, make use of any Document or information enumerated in paragraph 3.4.1 above.
- 3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.4.1 shall remain the property of MCG and shall be returned (all copies) to MCG on completion of the contract’s or performance under the Contract if so required by MCG.

### **3.5. Patent Rights**

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

### **3.6 Performance Security**

- 3.6.1 Within ten (10) days of receipt of the notification of Contract award, the successful tenderer shall furnish to MCG the performance security where applicable in the amount specified in SCC
- 3.6.2 The proceeds of the performance security shall be payable to MCG as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be in the form of a Bank guarantee issued by a commercial bank operation in Kenya. The performance guarantee shall be submitted within 10 days of notification of award.
- 3.6.4 The performance security will be discharged by the MCG and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

### **3.7. Delivery of services and Documents**

- 3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by MCG in the schedule of requirements and the special conditions of contract

### **3.8. Payment**

- 3.8.1 The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC.
- 3.8.2 Payment shall be made promptly by MCG, but in no case later than thirty (30) days after submission of an invoice or claim by the contractor.

### **3.9. Prices**

- 3.9.1 Price charged by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 3.9.3 Where contract price variation is allowed the variation shall not exceed 25% of the original contract price.
- 3.9.4 Price variation requests shall be processed by MCG 30 days of receiving the request.

### **3.10. Assignment**

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with MCG's prior written consent.

### **3.11. Termination for Default**

3.11.1 MCG may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

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

3.11.2 In the event MCG terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to MCG for any excess costs for such similar services. However the contractor shall continue performance of the contract to extent not terminated.

### **3.12. Termination for Insolvency**

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

### **3.13. Termination for Convenience**

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

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

### **3.14 Resolution of Disputes**

- 3.14.1 MCG and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15. Governing Language**

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

### **3.16. Applicable Law**

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

### **3.17 Force Majeure**

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

### **3.18 Notices**

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV – SPECIAL CONDITIONS OF CONTRACT

### 4.1. Special conditions of contract with reference to the general conditions of contract.

| Reference of general conditions of Contract | Special condition of contract                                      |
|---|--|
| 2.12.1 Tender Security                      | Tender Security Form( <b>Tender Security of 2% of tender sum</b> ) |
| 3.7 Delivery of Services                    | As specified in the schedule of Requirements                       |
| 3.16 Applicable law                         | Laws of Kenya  |

## SECTION V- SCHEDULE OF REQUIREMENTS

### General Scope of Work for Provision of Assets Tagging Solution.

The Mandera County Government is seeking to engage a Service provider to offer Asset Tagging Solution.

| <b>No.</b> | <b>Description</b>  | <b>Quantity</b>             | <b>Delivery Time</b>   |
|------------|---|-----------------------------|--|
| 1.         | Aluminum asset tags that can be Read by bar code readers as per specifications. | Minimum quantity 5,000 tags | <ul style="list-style-type: none"><li>• Supply on need basis for a period 24 Months from the date of contract execution.</li><li>• Initial supply of 5,000 tags shall be within two weeks from the date of the Local Purchase Order.</li><li>• Bidders will commit to replace defective items within the provided warranty period.</li></ul> |
|            |   |                             |  |

|    |  |     |  |
|----|--|-----|--|
|    |  |     |  |
| 3. | Bar code readers with integrated Software                                | 14  | <ul style="list-style-type: none"> <li>• Supply on need basis for a period 24 Months from the date of contract execution.</li> <li>• Supply of readers and software shall be within two weeks from the date of the Local Purchase Order.</li> <li>• Bidders will commit to replace defective items within the provided warranty period.</li> </ul> |
| 4. | Fixed assets management software   | 1   | <ul style="list-style-type: none"> <li>• Supply of the software shall be within two weeks from the date of the Local Purchase Order.</li> </ul>  |
| 5. | Implementation   | L/S | <ul style="list-style-type: none"> <li>• Tender will be on supply delivery and fixing of the asset tag.</li> </ul>   |
| 6. | Labour for tagging   | L/S | <ul style="list-style-type: none"> <li>• Bidder shall quote for service of affixing tag per item.</li> </ul>   |
| 7. | Training :<br>Bidder shall provide comprehensive User Training Programme | L/S | <ul style="list-style-type: none"> <li>• The bidder shall train approximately 50 users</li> </ul>  |
| 8  | Post installation support  |     | <ul style="list-style-type: none"> <li>• Bidder shall provide post installation Technical Support services for One year</li> </ul>   |

**Note:** *The Estimated Quantities are only indicative for purpose of providing bidders with expected volume of business and in determining the lowest Evaluated Bidder who will then be provided with a framework agreement for two (2) years at the indicated net unit prices.*



## **SECTION VI - DESCRIPTION OF SERVICE**

The Mandera County Government is seeking to engage a Service provider to offer **Asset Tagging Solution**. The successful service provider will be engaged in a framework agreement for a period of two (2) years.

Tenderers are requested to submit with their **offers the detailed specifications, Product Brochures and samples for the products they intend to supply**.

**The samples of the aluminum tags must be presented along with the technical proposal.**

The successful bidder shall ensure that the products have a manufacturer's written warranty for at least two (2) years from the date of delivery and assembly during which they should not have any deformation or deterioration. Bidders **MUST UNDERTAKE** to replace **all** manufacturer defects free of charge upon provision of notice to them, whether written or otherwise.

The objectives of this project are to tag existing assets, consolidate the required fixed asset data, develop MCG skills to tag the assets themselves and implement automated fixed assets Register (FAR) that is user-friendly and that can be integrated with MCG's ERP system.

### **SCOPE OF WORK**

Specific tasks to be carried out by the contractor include but not limited to:

1. Categorizing asset data in terms of physical location, asset category and depreciation class.
2. Supplying aluminum asset tags which are machine readable as specified in this document and optionally, tag all the identified assets. The asset tag must be customized with the MCG logo.
3. Supplying bar code readers as per specifications in this document.
4. Creating asset records on the fixed assets system consisting of all relevant fields required in establishing best practice of Fixed Assets management.
5. Presenting the final Fixed Assets Register to MCG in both the soft and hardcopy giving Asset Code, Asset Description, and location among other details. The soft copy provided should be in simple data base with Export/Import to CSV or excel format for ease of data transfer to the ERP system.
6. Building capacity through training on Management of Assets tagging system.
7. Providing MCG with proper registration and licensing of all software (Application and Database) and hardware proposed.

8. Surrendering to MCG all owner/operator manuals for all hardware and software provided in the project.
9. Providing in-house capacity development necessary for the support of the system through training.

### Instructions to Bidders

1. Bidders are required to fill the table below or use its format to respond.
2. Bidders **MUST** provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc will be considered non responsive.
3. Bidders who fail to respond substantially to the schedule of requirements will not be considered for technical evaluation.

|           | FUNCTIONAL SPECIFICATIONS  | Scores    | Bidder's response |
|-----------|--|-----------|-------------------|
| <b>1.</b> | <b>ALUMINUM TAGS</b>   |           |                   |
|           | Resistant to UV light and other chemicals  | 0.5       |                   |
|           | Heat resistant   | 0.5       |                   |
|           | Resistant to abrasion and tamper proof   | 1         |                   |
|           | Should be barcoded with both human and Machine readable description.   | 1         |                   |
|           | Barcodes printed should be able to be Scanned by 1D and 2D barcode reader.   | 1         |                   |
|           | Should have a high-bond adhesive that fuses Permanently to most surfaces.  | 1         |                   |
|           | Should be conformable (can be bent)  | 1         |                   |
|           | Available in full colour print   | 1         |                   |
|           | Tags should accommodate Authority's Logo with full colours.  | 1         |                   |
|           | Easy to stick on a variety of asset surfaces.  | 1         |                   |
|           | <b>The asset tag should be able to capture the following details:</b><br>Asset description; location; tag number; serial number, category; sub-category; Any other relevant remarks for the asset. | 1         |                   |
|           | <b>TOTAL</b>   | <b>10</b> |                   |
| <b>2.</b> | <b>RFID TAGS</b>   |           |                   |
|           | <b>Technology Type:</b> Passive, Semi-passive or Active.   | 3         |                   |
|           | <b>Frequency:</b> RFID products use low, high, ultra-high and microwave frequencies.   | 3         |                   |
|           | <b>Memory:</b> The amount of memory controls the amount of data that can be stored on a  | 4         |                   |

|           |   |           |  |
|-----------|---|-----------|--|
|           | tag.  |           |  |
|           | <b>Read Rate:</b> The maximum rate at which data can be read from a tag expressed in bits or bytes per second.  | 4         |  |
|           | <b>Detection Range:</b> The distance from which a reader can communicate with a tag.  | 4         |  |
|           | <b>Operating Temperature:</b> The range of temperatures through which the RFID product is designed to operate.  | 2         |  |
|           | <b>TOTAL</b>  | <b>20</b> |  |
| <b>3.</b> | <b>SOFTWARE</b>   |           |  |
|           | Capable of integrating with any ERP System  | 1         |  |
|           | Capable of easily importing and exporting data using the Import/Export Wizard into excel sheet or any data manipulation tool.   | 1         |  |
|           | Stores all assets information in a simple database.   | 2         |  |
|           | Tracks assets by site, location, department, item & serial number.  | 2         |  |
|           | Should be able to capture all assets tags/ barcodes. The software system must be capable of generating a customizable asset Tagging Method and coding System.         | 2         |  |
|           | Instantly views assets assigned to any department, employee or assets with a particular status with options of automatically tracking changes in status and location. | 2         |  |
|           | Produces standard and adhoc reports   | 2         |  |
|           | Calculates depreciation   | 2         |  |
|           | Tracks leases and warranties with the capabilities of tracking asset maintenance and repair history.  | 2         |  |
|           | Provides online tracking of asset movement between locations including automating of asset movement requests, approvals, electronic gate passes and receipt.          | 2         |  |
|           | Has multi-user licenses   | 2         |  |
|           |   | <b>20</b> |  |
| <b>4.</b> | <b>MOBILE SCANNER</b>   |           |  |
|           | Support for 3G WWAN HSPDA, 802.11a/b//g/n Technologies  | 3         |  |
|           | Integrated laser scanner  | 3         |  |
|           | Resistant against harsh environment conditions (Rain, dust etc)   | 2         |  |
|           | Barcode laser Scanner, Keypad, touch screen and full alphanumeric software keyboard.  | 2         |  |
|           | Backup battery  | 3         |  |

|           |  |            |  |
|-----------|--|------------|--|
|           | Should have warranty for repair/replacement of at least 3 Years  | 3          |  |
|           | Should operate for at least 12 hours on single charge.   | 2          |  |
|           | Large 240 X 320 QVGA display, color transfective TFT, touch screen and backlight   | 2          |  |
|           | Rechargeable Lithium-ion battery pack at least 3.7V, 1950mAh   | 3          |  |
|           |  |            |  |
|           | <b>TOTAL</b>   | <b>20</b>  |  |
| <b>5.</b> | <b>TECHNICAL SUPPORT</b>   |            |  |
|           | Warranty Service: Warranty will be for a period of 3 years date of application/affixing  | 5          |  |
|           | Bidder shall provide post installation Technical Support services for One year   | 5          |  |
|           | <b>TOTAL</b>   | <b>10</b>  |  |
| <b>6.</b> | <b>TRAINING</b>  |            |  |
|           | This is meant to equip approximately 50 staff with skills to manage and support the system in the application side, database management and managing inventory of fixed asset data. The bidder will conduct training during and after the implementation of the system to the satisfaction of the client. The Vendor should provide a clear training plan and schedule. Staff will require training on the policies and procedures developed during the implementation of Fixed Asset Register System (FARS) including all software and hardware to ensure ongoing asset data Management. The training will be conducted on MCG premises |            |  |
|           | <b>TOTAL</b>   | <b>10</b>  |  |
| <b>7.</b> | <b>LABOUR (OPTIONAL SERVICE).</b>  |            |  |
|           | Bidder will provide work plan on how they Will engage labor for tagging each asset.  |            |  |
|           | <b>TOTAL</b>   | <b>10</b>  |  |
|           |  |            |  |
|           | <b>GRAND TOTAL</b>   | <b>100</b> |  |
|           | <b>WEIGHTED SCORE OUT OF 40</b>  |            |  |

**Note:** Specifications in this tender are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names(where mentioned), and/or catalogue numbers in its tender, provided that it demonstrates to the MCG's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## EVALUATION CRITERIA

### a) Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non-responsive and shall not be evaluated further.

|                  | <b><u>MANDATORY REQUIREMENTS</u></b>  |
|------------------|---|
| <b><u>1.</u></b> | <b><u>Submission of Tender Documents</u></b> <ul style="list-style-type: none"><li>▪ Tender Security Form (<b>Tender Security of 2% OF THE TEDNER SUM</b>)</li><li>▪ Power of Attorney<sup>1</sup> (except for Sole proprietor)</li></ul>                                 |
| <b><u>2.</u></b> | <b><u>Company Profile</u></b> <p>Suitability of Service Provider</p> <ul style="list-style-type: none"><li>▪ Attach copy of Registration of Business/Certificate of Incorporation</li><li>▪ Duly Filled, Signed and Stamped Confidential Business Questionnaire</li></ul> |
| <b><u>3.</u></b> | <b><u>Proof of Financial Resources</u></b> <p>Current Reference Letter from Bank (not older than six months)</p>  |
| <b><u>4.</u></b> | <b><u>Valid Tax Compliance Certificate</u></b>  |

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<sup>1</sup>Bidder to attach documentary proof of authority to sign the bid documents on behalf of the bidder.

**b). Vendor Evaluation Criteria**

| S/N | ITEM DESCRIPTION  | WEIGHTING (POINTS) | CUT-OFF SCORE |
|-----|---|--------------------|---------------|
| 1.  | <p>Projects manager, should have a degree in IT/Finance/Accounting or related Degree (Attach copies of CVs and Certificates)</p> <p><b>Academic Qualification;</b><br/> Degree .....2.5<br/> Diploma .....2<br/> Certificate .....1.5<br/> None .....0</p> <p><b>Experience:</b><br/> Over 5 years' experience.....2.5<br/> 3-5years' experience. ....2<br/> 2 years' experience. ....1.5<br/> 1 year and below. ....1</p>  | 5                  |               |
| 2.  | <p>At least 2 experienced Technical staff who should have at least a diploma in IT/Finance/Accounting or related Diploma (Attach copies of Curriculum Vitae and Certificates)</p> <p><b>Academic Qualification;</b><br/> Degree in relevant IT field .....4<br/> Diploma in relevant IT field.....2</p> <p><b>Experience:</b><br/> Over 5 years' experience.....4<br/> 3-5years' experience. ....2<br/> 2 years' experience. ....1.5<br/> 1 year and below. ....1</p> | 8                  |               |
| 3.  | <p>Company's experience in Tagging and Bar Coding of Assets</p> <p>Over 5 years' experience.....5<br/> 3-5years' experience. ....4<br/> 2 years' experience. ....3<br/> 1 year and below. ....1</p>   | 5                  |               |
| 4.  | Company profile including organizational chart  | 2                  |               |
| 5.  | Reference from at least two (2) main current clients of Asset tagging contracts whose value is not less than Kshs. 1,000,000.00 (attach reference letters from clients). For each client provided (2.5 Marks)   | 5                  |               |
| 6.  | Present a Methodology Project plan to include time frames, deliverables, milestones, manpower requirements etc  | 5                  |               |
|     | <b>TOTAL</b>  | <b>30</b>          | <b>15</b>     |

**NB: Only those bidders who will score 15 marks and above (pass mark) will be evaluated further.**

**c). Financial Evaluation**

Financial score shall be computed using the following formula;

**Prices as per the price schedule;**

$$FS = 30 \times FM/F$$

**Where:** FM is the lowest evaluated priced responsive bid

F is the price of the bid under consideration

**d). Overall Tender Evaluation Criteria**

| <b>Criteria</b>       | <b>Maximum Score/<br/>Requirement</b> | <b>Cut-off Score</b> |
|-----------------------|---------------------------------------|----------------------|
| Tender Responsiveness | Mandatory                             | All                  |
| Vendor Evaluation     | 30                                    | 15                   |
| Technical Evaluation  | 40                                    | 25                   |
| Financial Evaluation  | 30                                    |                      |
| <b>Totals</b>         | <b>100</b>                            |                      |

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form**- The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.



## FORM OF TENDER

TO: MANDERA COUNTY GOVERNMENT \_\_\_\_\_[Date]

**REF:** PROVISION OF ASSET TAGGING SOLUTION TO MANDERA COUNTY GOVERNMENT

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_[Amount in figures]Kenya Shillings \_\_\_\_\_[Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for 120 days from the date of submission, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Employer]  
of \_\_\_\_\_ [Address of Employer]

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PRICE SCHEDULE FORM**

| No. | Item Description  | Quantity | Unit Price(Kshs.)<br>inclusive of all taxes | Total Price(Kshs.)<br>inclusive of all taxes |
|-----|---|----------|---|--|
| 1.  | MCG Branded Bar coded aluminum tags as per the specifications.  | 5,000    |   |  |
| 2.  | RFID Tags   | 5,000    |   |  |
| 3.  | Bar code readers  | 15       |   |  |
| 4.  | Bar code readers' software that can be integrated with ERP (including support and maintenance for the 3 years under warranty) | 1        |   |  |
|     | Annual System maintenance after the 3 years warranty period.  |          |   |  |
|     | User license fees (if any)  |          |   |  |
| 5.  | Implementation  | L/S      |   |  |
| 6.  | Labour for tagging:   |          |   |  |
|     | • RFID Tags per asset   | L/S      |   |  |
|     | • Aluminum tags per asset   | L/S      |   |  |
| 7.  | Training for technical and non-technical Users  | L/S      |   |  |
|     | • Basic user training   | 60       |   |  |
|     | • Technical training (Classroom or laboratory)  | 10       |   |  |
|     | <b>SUB-TOTAL</b>  |          |   |  |
|     | <b>ADD 16% VAT (WHERE APPLICABLE)</b>   |          |   |  |
|     | <b>TOTAL</b>  |          |   |  |

**KenyaShillings**.....

Contractor: .....

VAT Registration No: .....

Pin No: .....

Address: .....

Signature: ..... Date: .....

Witness: .....

Address: .....

Signature: ..... Date: .....

**CONTRACT FORM**

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

WHEREAS the Procuring entity invited tenders for Provision of an Assets Tagging Solution and has accepted a tender by the tenderer Provision of an Assets Tagging Solution in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of Contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c ) whichever applied to your type of business; and Part 3.

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

| <b>Part 1 – General</b>             |  |
|-------------------------------------|--|
| 1.1                                 | Business Name<br>.....<br>.....  |
| 1.2                                 | Location of Business Premises.<br>.....<br>.....   |
| 1.3                                 | Plot No..... Street/Road<br>.....<br>Postal Address<br>.....<br>Tel No. .... Fax<br>..... E mail ..... |
| 1.4                                 | Nature of Business:.....<br>.....  |
| 1.5                                 | Registration Certificate No.<br>.....<br>.....   |
| 1.6                                 | Maximum Value of Business which you can handle at any one time – Kshs.<br>.....                        |
| 1.7                                 | Name of your Bankers .....<br>Branch .....   |
| <b>Part 2 (a) – Sole Proprietor</b> |  |
| 2a.1                                | Your Name in Full .....<br>Age .....   |
| 2a.2                                | Nationality .....<br>Country of Origin .....<br>Citizenship Details.....                               |

**Part 2 (b) Partnership**

2b.1 Given details of Partners as follows:

| 2b.2 | Name  | Nationality | CitizenshipDetails | Shares |
|------|-------|-------------|--------------------|--------|
| 1    | ..... | .....       | .....              | .....  |
| 2    | ..... | .....       | .....              | .....  |
| 3    | ..... | .....       | .....              | .....  |
| 4    | ..... | .....       | .....              | .....  |

**Part 2 (c) – Registered Company**

2c.1 Private or Public

.....  
.....

2c.2 State the Nominal and Issued Capital of Company-

Nominal Kshs. ....  
Issued Kshs. ....

2c.3 Given details of all Directors as follows

| Name | Nationality | CitizenshipDetails | Shares |
|------|-------------|--------------------|--------|
| 1    | .....       | .....              | .....  |
| 2    | .....       | .....              | .....  |
| 3    | .....       | .....              | .....  |
| 4    | .....       | .....              | .....  |
| 5    | .....       | .....              | .....  |

**Part 3 – Eligibility Status**

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes \_\_\_\_\_ No \_\_\_\_\_

3.2 If answer in '3.1' is YES give the relationship.

.....  
.....

.....  
.....  
3.3 Does an Employee, Committee Member, Board Member of Mandera County Government sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes \_\_\_\_\_ No \_\_\_\_\_

3.4 If answer in '3.3' above is **YES** give details.

.....  
.....  
.....  
.....  
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of it's affiliates that have been engaged by Mandera County Government to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes \_\_\_\_\_ No \_\_\_\_\_

3.6 If answer in '3.5' above is **YES** give details.

.....  
.....  
.....  
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?  
YES \_\_\_\_\_ No \_\_\_\_\_

3.8 If answer in '3.7' above is **YES** give details:

.....  
.....  
.....  
.....  
.....

3.9 (a) Have you offered or given anything of value to influence the procurement process?  
Yes \_\_\_\_\_ No \_\_\_\_\_

(b) Have you been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority, which is the procuring entity?

Yes \_\_\_\_\_ No \_\_\_\_\_

(c) Have your servants and/or agents offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of Kenya Revenue Authority.

Yes \_\_\_\_\_ No \_\_\_\_\_

3.10 If answer in '3.9' a, b or c above is **YES** give details:

.....  
.....  
.....  
.....  
.....  
.....

Date ..... Signature of Candidate

.....

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.



## **TENDER SECURITY FORM**

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the provision of Assets Tagging Solution services (hereinafter called <the tender>?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

\_\_\_\_\_

THE CONDITIONS of this obligation are:-

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

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

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 stated date.

[Authorized Signatories and official stamp of the Bank]

*(Amend accordingly if provided by Insurance Company)*

**PERFORMANCE SECURITY FORM**

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

WHEREAS ..... *[Name of tenderer]*  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. \_\_\_\_\_  
*[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_ to supply  
.....  
*[Description of services]* (Hereinafter called “the Contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of .....  
*[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum of money 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 of financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER