



**COUNTY GOVERNMENT OF KISUMU
DEPARTMENT OF FINANCE AND ECONOMIC PLANNING**

NEGOTIATION NO. 823180

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF AN AUTOMATED ASSET
VERIFICATION, TAGGING & MANAGEMENT SYSTEM**

TENDER NO: CGK/FIN/AVT&MS/2020-2021/001

**Prepared by:
The Chief Officer-Finance
County Government of Kisumu
P. O. Box 2738
Kisumu.**

**Issued by:
County Secretary
County Government of Kisumu
P.O. Box 2738.
Kisumu.**

CLOSING DATE: 15TH OCTOBER 2020

DEFINITIONS

The following terms and Expressions used in the Tender document shall have the following meanings:

The Employer

County Government of Kisumu
P.O. Box 2738,
Kisumu.

Employers Representative

This shall mean the Project Manager and shall be
Chief Officer,
Finance
P.O. Box 2738
Kisumu.

Contractor

The firm appointed to carry out **SUPPLY, INSTALLATION,
TESTING AND COMMISSIONING OF AN AUTOMATED
ASSET VERIFICATION, TAGGING & MANAGEMENT
SYSTEM**

The Site

**Kisumu County Head Quarters
Prosperity House**

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SECTION I: INVITATION TO TENDER

Date: 1/10/2020

TENDER NAME: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN AUTOMATED ASSET VERIFICATION, TAGGING & MANAGEMENT SYSTEM

TENDER REF. NO. TENDER NO: CGK/FIN/AVT&MS/2020-2021/001

- 1.1 The County Government of Kisumu (CGK) invites sealed bids from eligible candidates for the **Supply, Installation, Testing And Commissioning Of An Automated Asset Verification, Tagging & Management System**
- 1.2 A complete set of tender documents may be downloaded free of charge from the County Government of Kisumu website at <https://www.kisumu.go.ke/category/tenders/> or from the Public Procurement Information Portal at <https://tenders.go.ke> Suppliers portal www.suppliers.treasury.go.ke. bidders who download the documents from the Public Procurement information Portal must forward their particulars immediately to www.suppliers.treasury.go.ke.
- 1.3 Prices quoted should be net, inclusive of all taxes, and delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.4 Tenders must be accompanied by a Tender security of 2% of the quoted amount in the form of a guarantee from a reputable commercial bank or insurance company in Kenya approved by Public Procurement Regulatory Authority.
- 1.5 **Bidders are advised that this tender will be done purely on online no manual submission will be accepted**

Tenders will be received on or before 15/10/2020 at 10.00 a.m.

CHIEF FINANCE OFFICER
COUNTY GOVERNMENT OF KISUMU

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The County Government of Kisumu's employees, committee members, County Public Service Board members, Kisumu County Assembly Members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Kisumu to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Kisumu, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Bank Guarantee for Advance Payment Form
- (x) Confidential Business Questionnaire
- (xi) Ethics & Integrity Pact

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

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the County Government of Kisumu in writing or by post at the entity's address indicated in the Invitation to Tender.

The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than four (4) days prior to the deadline for the submission of tenders, prescribed by the County Government of Kisumu.

Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The County Government of Kisumu shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the County Government of Kisumu, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

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

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

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

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

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

2.13 Goods Eligibility and Conformity to Tender Documents

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

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

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

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

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

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 Tenders must be accompanied by a Tender security of 2% of the quoted amount in the form of a guarantee from a reputable commercial bank or insurance company in Kenya approved by Public Procurement Regulatory Authority.

2.14.3 The tender security is required to protect the County Government of Kisumu against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable commercial bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the County Government of Kisumu and valid for thirty (30) days beyond the tender validity period.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the County Government of Kisumu as non-responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the County Government of Kisumu on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the County Government of Kisumu, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Kisumu as non-responsive.

2.15.2 In exceptional circumstances, the County Government of Kisumu may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Tenderer shall download the tender document from the Suppliers portal fill and serialize and scan and upload it to the Suppliers portal

2.16.2 The tenders should ensure that all the needed technical requirements are uploaded in the IFMIS Portal.

2.17 Sealing and Marking of Tenders

2.17.1 The documents are to be submitted through online

2.18 Deadline for Submission of Tenders

Tenders must be received by the County Government of Kisumu at the address specified under paragraph 2.17.2 no later than **15/10/2020. 10.00 am.**

2.18.1 County Government of Kisumu may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the County Government of Kisumu and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The County Government of Kisumu may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The County Government of Kisumu shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The County Government of Kisumu will open all tenders in the presence of tenderers' representatives who choose to attend, at **15/10/2020. 10.00 am.**

2.20.1 and in the location specified in the Invitation to Tender.

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

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

2.20.3 The County Government of Kisumu will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the County Government of Kisumu may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the County Government of Kisumu in the County Government of Kisumu's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The County Government of Kisumu 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the County Government of Kisumu will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The County Government of Kisumu's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the County

Government of Kisumu and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The County Government of Kisumu will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22. Evaluation shall be done strictly in compliance to the specifications given under the technical specifications.

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

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

2.25 Preference

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

2.26 Contacting the County Government of Kisumu

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

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

2.27 Award of Contract

(a) Post-qualification

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

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence

of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the County Government of Kisumu deems necessary and appropriate.

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

(b) Award Criteria

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

(c) The County Government of Kisumu's Right to Vary quantities

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

(d) County Government of Kisumu's Right to Accept or Reject any or All Tenders

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

2.28 Notification of Award

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

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

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

2.29 Signing of Contract

2.29.1 At the same time as the County Government of Kisumu notifies the successful

tenderer that its tender has been accepted, the County Government of Kisumu will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

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

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the County Government of Kisumu.

2.30 Performance Security

2.30.1 Within Fourteen (14) days of the receipt of notification of award from the County Government of Kisumu, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the County Government of Kisumu.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Government of Kisumu may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The County Government of Kisumu requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the County Government of Kisumu, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the County Government of Kisumu of the benefits of free and open competition;

2.31.2 The County Government of Kisumu will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

| Instructions to Tenderers | Particulars of Appendix to instructions to Tenderers |
|---------------------------|--|
| 2.2.2 | Price to be charged for tender documents: Nil |
| 2.10 | Particulars of other currencies allowed: Kenya Shillings only. |
| 2.11 | Particulars of eligibility and qualifications documents of evidence required; 2.22.1 |
| 2.14.2 | Particulars of tender security if applicable: The tender security shall be 2% of the quoted amount. The tender security shall be valid for thirty days beyond the validity period of the tender. |
| 2.12.4 | Form of Tender Security: Guarantee from a reputable commercial bank or insurance company in Kenya. |
| 2.15.1 | Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender opening. |
| 2.22.1 | Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: <ol style="list-style-type: none"> 1) A Copy of the tenderer's Current & Valid Tax Compliance Certificate issued by the Kenya Revenue Authority. 2) A Copy of the Tenderer's Certificate of Incorporation/Registration. 3) Must fill, sign & stamp the Price Schedule in the format provided. 4) Must fill, sign & stamp the Confidential Business Questionnaire in the format provided. |

| Instructions to Tenderers | Particulars of Appendix to instructions to Tenderers |
|---------------------------|--|
| | <p>5) Must fill, sign & stamp the Form of Tender in the format provided.</p> <p>6) Must provide a tender security of 2% of the quoted amount from a reputable commercial bank or reputable insurance company in Kenya.</p> <p>7) Provide evidence of availability of office premise (copy of title deed, lease/tenancy agreement).</p> <p>8) Bidder shall submit Audited accounts for the last three (3) years with a turnover equal to/ more than two times the bidder's bid price.</p> <p>9) Bidder must submit be submitted online through the Suppliers Portal www.suppliers.go.ke</p> <p>10) Bidder must fill, sign & Stamp the Ethics & Integrity Pact in the format provided.</p> <p>11) Bidder Must submit three full colour samples of Assets Tags that they have previously done. The tags should be put in DL size envelope. The DL size envelope should in turn be submitted during opening of the tender</p> <p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p> |
| 2.22 | <p>Evaluation and Comparison of Tenders</p> <p><i>The tenders will be technically evaluated and marks awarded as stipulated in SECTION VI TECHNICAL EVALUATION RESPONSE FORM.</i></p> <p>The minimum technical score to proceed to financial evaluation is 85% and only tenderers that secure the minimum technical score will be financially evaluated.</p> |
| 2.27 | <p>Award Criteria:</p> <p>Award will be made to the bidder with the lowest total price among the tenderers who attain the minimum qualifying technical score.</p> |
| 2.27.2 | <p>Post-qualification: None</p> |
| 2.30 | <p>Particulars of performance security if applicable. Nil</p> |
| Other's as necessary | <p>Complete as necessary. None</p> |

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

employed by the tenderer in the performance of the Contract.

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the County Government of Kisumu and shall be returned (all copies) to the County Government of Kisumu on completion of the Tenderer's performance under the Contract if so required by the County Government of Kisumu

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the County Government of Kisumu against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the County Government of Kisumu's country

3.7 Performance Security

3.7.1 Within **thirty (30) days** of receipt of the notification of Contract award, the successful tenderer shall furnish to the County Government of Kisumu the performance security in the amount/percentage specified in Special Conditions of Contract.

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

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

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

3.8 Inspection and Tests

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

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County Government of Kisumu.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the County Government of Kisumu may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the County Government of Kisumu.
- 3.8.4 The County Government of Kisumu's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the County Government of Kisumu or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this

Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the County Government of Kisumu as specified in the contract

3.13 Prices

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

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

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

3.13.4 Price variation request shall be processed by the County Government of Kisumu within 30 days of receiving the request.

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the County Government of Kisumu
- (b) if the tenderer fails to perform any other obligation(s) under the Contract

- (C) if the tenderer, in the judgment of the County Government of Kisumu has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

42. Special conditions of contract as relates to the GCC

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|-------------------------|--|
| 3.7.1 | <i>N/A</i> |
| 3.12.1 | <i>30 days after invoicing</i> |
| 3.18.1 | <i>National or International Arbitration</i> |

SECTION V- TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 All the dimensions of the print work to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The County Government of Kisumu reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.2 PARTICULARS OF TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AN ASSET VERIFICATION, TAGGING & MANAGEMENT SYSTEM:

1. ABOUT KISUMU COUNTY:

The County Government of Kisumu (CGK) is a local government established by Kenya Constitution, 2010 and the County Governments Act, 2012. The assets in the County Government of Kisumu (CGK) include vehicles, buildings, computers and other fixed and moveable property. CGK assets are located in all departments and intends to carry out inventory of assets, their location, and condition and value, hence the need for an asset management system. Presently, there is an asset register maintained in excel.

2. THE SCOPE OF WORK:

The County Government of Kisumu seeks to engage the services of a competent firm to carry out a physical asset verification, asset tagging as well as to deploy an associated asset management system in the county. The assets in under consideration include computers, printers, furniture, servers, electrical equipment, vehicles, buildings, and other fixed and moveable property. CGK assets are located in all departments and Sub-County Offices.

The assignment will involve:

1. Conducting a census of all assets owned by County Government of Kisumu. This will involve the physical verification of the assets to confirm that indeed the assets do exist.
2. Categorization of data in terms of physical location, asset category, make, model, serial number and further as per the detailed scope of work and technical specifications under number 3 below.
3. Supplying and implementing the most appropriate data capture technology and equipment.
4. Carrying out electronic data capture by use of hand-held barcodes scanners.
5. Creating an asset records on the fixed assets system, consisting of all relevant fields required in establishing best practice of Fixed Assets management. The system should be able to generate an asset register and also facilitate tagging of future acquisition of assets.
6. Presenting the final Fixed Assets Register to CGK in both soft and hardcopy giving Asset Code, Asset Description, Value and location among other details.
7. Building capacity through training on Management of Assets.
8. Develop an integration platform between the software and other ERPs in the county
9. Providing CGK with proper registration and licensing of all software (Application and Database) and hardware proposed.
10. Surrendering to CGK all owner/operator manuals for all hardware and software provided in the project.
11. Provide In-house capacity development necessary for the support of the system through training to be conducted by a credited institution resulting to certification from the software developer. The scope of the training will cover the Hardware, Database and Software application to be used in the project

3. DETAILED SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:

| NO | Description of Specifications & Requirements |
|----|--|
| 1. | <p>Supply & Installation of 4000 pieces Barcoded Tags as per the specifications below:</p> <ul style="list-style-type: none"> • Tags should be abrasion-resistant and should be tamper proof. • Printed letters and barcode should be non-erasable. • Barcodes printed should be scan able by 1D and 2D barcode reader. • Should be compatible with assets codes as in Kisumu county Financial Management System. • Tags should be barcoded with both human and machine-readable description. • Tags should accommodate CGK’s Logo in full colour. • Have a high-bond adhesive that fuses permanently to the surface of the asset. • The tags should be conformable (can be bent) • Have a matte or gloss surface. • Resistant to UV light and chemicals. • NB: Warranty will be for a period of 3 years for the tags. |
| 2. | <p>Supply & Installation of Asset Tagging Software which will generate an asset registry with the following details;</p> <ul style="list-style-type: none"> • Physical Location of the asset • Employee responsible for the asset& Staff P.F. Number • Asset tag number (barcode number) • Asset Description (Mostly the name e.g. HP Inkjet 5798 Computer) • Asset Category (e.g. Furniture, Office Equipment etc.) • Make, Model & serial Number. • The software should be capable of storing all assets information in a simple database. • Software should be capable of easily importing and exporting data using the Import/Export Wizard into a Microsoft Excel sheet or any data manipulation tool. • The software should be capable of producing standard, ad hoc and customizable reports. • Should be a web based software solution • Should be able to capture all assets tags/bar-coded • Track assets by site, location, department, item & serial number • Custom make the software to the needs of the institution |
| 3. | <p>Supply of Two (2) Units handheld barcode scanner with the following specifications;</p> <ul style="list-style-type: none"> • Support for 4G WWAN HSPDA, 802.11a/b//g/n Technologies • Should have laser scanning capability, with a Keypad, and a full alphanumeric |

| | |
|----|--|
| | <ul style="list-style-type: none"> • Capable of downloading/uploading scanned data onto a Computer. • Capable of automated data capture. • Must have Bluetooth built-in. • Intel PXA270 520MHz, 64MB SDRAM, 128MB Flash ROM, SD Slot supports SD/MMC memory card up to 1GB. • Windows CE 5.0 (WPA1200) or Windows Mobile 5.0 (WPA1200wm) or Android OS. • 802.11b/g available via SDIO expansion slot. • Large 240 X 320 QVGA display, color trans-flective TFT, touch screen and backlit. • Integrated barcode laser scanner • Rechargeable Lithium-ion battery pack at least 3.7V, 1950mAh. • Scanner should have a backup battery |
| 4. | <p>Carry out a Training for employees Involved in the assignment; The service provider shall provide a clear training plan and schedule. Training from the beginning will be essential in order to give CGK staff necessary skill to manage and support the system in Hardware, application and the database side and manage inventory of fixed asset data. CGK staff will perform the tasks jointly with the contractor in order to gain practical experience.</p> <p>Approximate Number of Trainees: 15.</p> |

SECTION VI -TECHNICAL EVALUATION RESPONSE FORM

6.6.1 Preliminary Evaluation Checklist

Tenderers are advised that at this stage, the tenderer's submission will be either responsive or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

| S/No. | Parameters / Requirements | Submitted? (Yes/No) |
|-------|---|------------------------|
| 1. | Bidder must Attach a copy of the Tenderer's Certificate of Incorporation/Registration. | |
| 2. | Bidder must attach a copy of Current & Valid Tax Compliance Certificate issued by the Kenya Revenue Authority. | |
| 3. | Bidder must fill, sign & stamp the Price Schedule in the format provided | |
| 4. | Bidder must fill, sign & stamp the Confidential Business Questionnaire in the format provided | |
| 5. | Bidder must fill, sign & stamp the Form of Tender in the format provided. | |
| 6. | Bidder should attach a tender security of 2% of the amount quoted from a reputable commercial bank or insurance company in Kenya. | |
| 7. | Bidder must provide evidence of availability of office premises (copy of title deed, lease/tenancy agreement). | |
| 8. | Bidder shall attach annual audited accounts for the last three (3) years with annual turnover equal to/ more than two times the bidder's bid price. | |
| 9. | Tenders will be submitted online through the Suppliers Portal www.suppliers.go.ke | |
| 10. | Bidder must fill, sign & Stamp the Ethics & Integrity Pact in the format provided. | |
| 11. | Bidder Must Attach three full colour samples of Assets Tags that they have previously done. | |

6.6.2 TECHNICAL EVALUATION CHECKLIST

The Tender document & sample submitted by the bidder will be evaluated for suitability and awarded marks, which will contribute to a maximum of 100%.

TECHNICAL EVALUATION RESPONSE FORM

| No. | Parameters/ Requirements | Maximum Possible Marks |
|-----|--|------------------------|
| 1. | <p>Bidder has demonstrated previous experience in undertaking assets verification and tagging for clients in the public sector and private sector. Show proof by attaching copies of reference letter/LPO's and/or contracts of ten (8) such assignments carried out by the bidder for public sector organizations.</p> <p>2 Clients– 10 Marks 4 Clients – 20 Marks</p> | 40 |
| 2. | <p>Adequacy of the bidder's proposed Work Plan & Methodology in responding to the scope of work:</p> <p>a. Clarity of Work plan (attach a work plan) and timelines for entire project (10 marks)</p> <p>b. Description of Deliverables, timeframes, milestones, manpower</p> | 15 |
| 3. | <p>The proposed Software should:</p> <p>a. Be Capable of easily importing and exporting data using the Import/Export Wizard into excel sheet or any common data manipulation tool. (2 marks)</p> <p>b. Be capable of producing standard, ad hoc and customizable reports. (2 marks)</p> <p>c. Be able to track assets by site or location, department, employee, category, & serial number. (3 marks)</p> <p>d. Sample Software CD-ROM/DVD and URLs, user names, and passwords for the demonstration version of products. (3 marks)</p> | 10 |
| 4. | <p>Managerial and Key Personnel Competency:</p> <p>Bidder to attach CVs / profiles of a project manager and at least three (3) technical staff:</p> <p>a. Project Manager- Must have at least a Masters degree in either IT/Finance/ Accounting or a related field and 10 years' experience. Masters Degree or above.....(5 marks) Below Masters degree.....(2 marks) 10 years' experience or above.....(5 marks) Below 10 years' experience.....(2 marks)</p> | 25 |

| | | |
|----|---|------------|
| | <p>b. Technical Staff – Must have at least a Degree in either IT/Finance/Accounting or a related field and 5 years’ experience. (5 Marks for each technical staff). Degree or above.....(2 marks) Below degree(1mark)</p> <p>5 years’ experience or above.....(3 marks) Below 5 years’ experience.....(1 mark) (Subtotal: 15 marks).</p> | |
| 5. | <p>The bidder will be expected to conduct training during and after the implementation of the system to the satisfaction of the client. Bidder shall attach a clear training plan and schedule.</p> | 10 |
| | TOTAL MARKS | 100 |

The minimum technical score to proceed to financial evaluation is 85% and only tenderers who secure the minimum technical score will be financially evaluated.

SECTION VII - SCHEDULE OF REQUIREMENTS:

| NO | Specification / Requirement | Quantity |
|----|--|------------|
| 1. | <p>Supply & Installation of Barcoded Tags as per the specifications below:</p> <ul style="list-style-type: none"> • Carry out a census of all assets in the custody of the county government. • Tags should be abrasion-resistant and should be tamper proof. • Tags should be barcoded with both human and machine-readable description. • Tags should accommodate CGK’s Logo in full colour. • Have a high-bond adhesive that fuses permanently to the surface of the asset. • The tags should be conformable (can be bent) • Have a matte or gloss surface. • Resistant to UV light and chemicals. • NB: Warranty will be for a period of 3 years before the tags/marks fade. | 10,000 pcs |
| 2. | <p>Development, Supply & Installation of Asset Tagging Software Solution/ System which will generate an asset registry with the following details;</p> <ul style="list-style-type: none"> • Physical Location of the asset • Employee responsible for the asset& Staff P.F. Number • Asset tag number (barcode number) • Asset Description (Mostly the name e.g. HP Inkjet 5798 Computer) • Asset Category (e.g. Furniture, Office Equipment etc.) • Make, Model & serial Number. • The software should be capable of storing all assets information in a simple database. • Software should be capable of easily importing and exporting data using the Import/Export Wizard into a Microsoft Excel sheet or any data manipulation tool. • The software should be capable of producing standard, ad hoc and customizable reports. • Should be a web based software solution • Should be able to capture all assets tags/bar-coded • Track assets by site, location, department, item & serial number • Custom make the software to the needs of the institution | 01 |

| | | |
|----|---|---------------------------|
| 3. | <p>Supply of handheld barcode scanner with the following specifications;</p> <ul style="list-style-type: none"> • Support for 4G WWAN HSPDA, 802.11a/b//g/n Technologies • Should have laser scanning capability, with a Keypad, and a full Capable of automated data capture. • Capable of downloading/uploading scanned data onto a Computer. • Capable of automated data capture. • Must have Bluetooth built-in. • Intel PXA270 520MHz, 64MB SDRAM, 128MB Flash ROM, SD Slot supports SD/MMC memory card up to 1GB. • Windows CE 5.0 (WPA1200) or Windows Mobile 5.0 (WPA1200wm) or Android OS. • 802.11b/g available via SDIO expansion slot. • Large 240 X 320 QVGA display, color trans-flective TFT, touch screen and backlit. • Integrated barcode laser scanner • Rechargeable Lithium-ion battery pack at least 3.7V, 1950mAh. • Scanner should have a backup battery | 02 Pcs |
| 4. | <p>Carry out a Training for ICT employees;</p> <p>The service provider shall provide a clear training plan and schedule. Training from the beginning will be essential in order to give CGK staff necessary skill to manage and support the system in Hardware, application and the database side and manage inventory of fixed asset data.</p> <p>CGK staff will perform the tasks jointly with the contractor in order to gain practical experience.</p> <p>Approximate Number of Trainees: 15.</p> | 15 Trainees for 2-3 weeks |

SECTION VIII- PRICE SCHEDULE FOR GOODS & SERVICES

Name of Tenderer _____

Tender Number _____

Page ____ of ____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|-----|--|--------|----------------------|--|---|---|
| No. | Description of Goods/Service | QTY | Unit Price (Kshs) | Total Price Per Line Item (Kshs) i.e. (3 x 4) | VAT (Kshs) | SUB-TOTAL PRICE All Inclusive (Kshs) i.e. (5+ 6) |
| 1. | Supply of Barcoded Tags as per tender document specifications | 10,000 | | | | |
| 2. | Development, Supply & Installation of Asset Tagging Software Solution as per Tender specifications | 01 | | | | |
| 3. | Supply of handheld barcode scanner as per Tender specifications | 02 | | | | |
| 4. | Provision of Training Services for technical and non-technical users (15 trainees for 2-3 weeks) | 10 | | | | |
| | | | | | GRAND TOTAL PRICE (Kshs) | |

Signature & Stamp of tenderer _____

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

SECTION IX: - STANDARD FORMS

9.1 FORM OF TENDER

Date _____

Tender No. _____

To: County Government of Kisumu,
P. O. Box 2738 , 40100
Kisumu

Gentlemen and/or Ladies:

1. Having examined the tender documents for tender number **CGK/FIN/...../20-21**, for the **SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF AN ASSET VERIFICATION, TAGGING & MANAGEMENT SYSTEM** the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Deliver, Install, Test and commission an Asset Verification, Tagging & Management System in conformity with the said tender documents for the sum of:

.....

.....

(Total tender amount in words and figures)

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 2 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the County Government of Kisumu.

4. We agree to a bid by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of _____

9.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM
CONFIDENTIALITY DECLARATION FORM

(r.65)

I,an *employee/agent/member of a board/member of a commission/member of a committee* of*[name of the procuring entity]*.....hereby declare that I shall not disclose any information that comes into my possession during or after any procurement proceedings of*[name of the procuring entity]*relating to –

- (1) any procurement whose disclosure would impede law enforcement or whose disclosure would impede law enforcement or whose disclosure would not be in the public interest;
- (2) any procurement whose disclosure would prejudice legitimate commercial interests, intellectual property rights or inhibit fair competition;
- (3) information relating to the evaluation, comparison or clarification of tenders, proposals or quotations; or
- (4) the contents of tenders, proposals or quotations.

I understand that the disclosure of such information to any unauthorised person(s) or in circumstances not permitted under the Public Procurement and Asset Disposal Act, 2015 is an offence.

I confirm that the declarations I have made above are correct to the best of my knowledge.

Name:

Signature:

Date:

9.3 TENDER SECURITY DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: _____

[insert date (as day, month and year) of Tender Submission]

Tender No.: _____

[insert number of tendering process]

To: _____

[insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - (a) our receipt of a copy of your notification of the name of the successful Tenderer; or
 - (b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:

Duly authorized to sign the bid for and on behalf of: [insert complete name of Tenderer]

Dated on day of, [Insert date of signing]

Seal or stamp

9.4 BANK GUARANTEE FOR ADVANCE PAYMENT FORM (Not Applicable)

To: COUNTY GOVERNMENT OF KISUMU

[Name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

9.5 MANUFACTURER’S AUTHORIZATION FORM (if applicable)

To: *County Government of Kisumu Reporting,
P.O Box 3728-40100, KISUMU,
KENYA*

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 person competent.

9.6. SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

SECTION X - ETHICS AND INTEGRITY PACT

10.0 ETHICS AND INTEGRITY PACT

TO BE FILLED, SIGNED AND SUBMITTED BY ALL PERSONS BIDDING FOR THE SUPPLY OF OR PROVISION OF ANY GOODS OR SERVICES TO THE COUNTY GOVERNMENT OF KISUMU

Bidder's undertaking on Ethics and Integrity

Accepting that transparent business management and fair public administration are the key to social development and national competitiveness, 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 proposal/tender for: _____,

I _____ (*lead consultant's name in the case of an individual consultancy*) /all personnel of _____ (*name of association,*

partnership, corporation or other entity being a non-individual consultant)

and its sub-contractors and agents hereby agree that:

- 1 I/We understand that the County Government of Kisumu are law-abiding institutions and I/We undertake to abide by all the Laws of Kenya particularly the laws, rules and regulations governing ethics and integrity and the procurement of goods and services by public agencies in Kenya. I/We shall not conduct any unethical business practices, including but not limited to making false declarations and representations in bidding documents; bid-rigging, collusive bidding, canvassing,.
- 2 I/We shall not offer any bribe, gifts, entertainment or any other undue benefits directly or indirectly to any officials of the County Government of Kisumu or indeed any other person nor commit any other act with a view to unlawfully influencing the process or outcome of procuring for the goods and/or services herein or the performance of any contract arising from the procurement process.

- 3 I/We undertake to report to the Ethics & Anti-Corruption Commission any acts of corruption and unethical practice by any official of the County Government of Kisumu, any of my/our employees, agents, associates, affiliates or indeed any other person that come to our knowledge in the course of procuring the supply and provision of the goods and/or services herein or the performance of any contract arising therefrom.
- 4 In bidding for the goods or services herein and in the course of any contract that may arise therefrom, I/We shall not make any statement which is untrue based on our knowledge, information and belief. I/We shall fully and truthfully declare my/our ability to provide the goods and/or perform the services and we will not bid for the supply of goods or provisions of services which we do not have the capacity to provide whether at all or under the terms required by the County Government of Kisumu.
- 5 I/We declare that we have the legal and operational capacity to make a bid for the goods and/or services herein, including but not limited to the fact that I/We am/not an undischarged bankrupt, under receivership or liquidation or otherwise insolvent nor suffering from any such or other incapacity that would make our bid or our ability to provide the goods and/or services herein legally or operationally untenable.
- 6 I/We declare that there is no conflict of interest situation existing between myself/us on the one hand and the County Government of Kisumu on the other with regard to the supply of the goods and/or provision of the services herein that would make the our bid or contract ethically or legally untenable. If any such conflict arises in the course of the procurement process and before the conclusion of any contract

arising therefrom, I/We shall fully and truthfully declare such conflict to the County Government of Kisumu.

- 7 I/We understand that the violation if this pact may lead to the disqualification of my/our bid, to the termination of any contract or obligation between myself/us and the County Government of Kisumu and my/our prosecution.

Signature & Stamp:

REGISTRATION OF DISADVANTAGED GROUPS

REGISTRATION FORM FOR ENTERPRISES OWNED BY WOMEN, YOUTH AND PERSONS WITH DISABILITY TO SUPPLY GOODS, WORKS AND SERVICES TO PROCURING ENTITIES

ACCESS TO GOVERNMENT PROCUREMENT OPPORTUNITIES(AGPO)

The registration of suppliers is aimed at building a profile for each supplier regarding information on general particulars of the company. You are advised that it is a serious offence to give false information on this form.

PART I: DETAILS OF THE APPLICANT

- 1. Name of Applicant
- 2. Physical Address
- 3. Postal Address: 4. Postal Code: 5. E-mail: 6. Mobile Phone No.
- 7. Are you applying for youth, women or persons with disabilities?
- 8. Contact Person
- 9. Overview of the Enterprise

| | |
|--|--|
| Type of ownership (please tick one) | [Sole Proprietor] [Partnership] [Limited Company] [Others Specify] |
| Number of employees | [0-5] [6-25] [26-49] 50-59] [100-250] |
| Initial Investments (KES) | |

| | |
|--|--|
| Total Annual Sales for the previous year (Turnover KES) | |
| Experience in the sector in years | |

Type of Ownership Details

| | | | |
|---|-------------|-----------------|----------|
| Part 9 (a) - Sole Proprietor or name of registered business, where applicable | | | |
| Name in Full | | Age | |
| | | | |
| Identity/Passport No. | | | |
| | | | |
| Part 9 (b) - Partnership Details | | | |
| NAME | NATIONALITY | ID/PASSPORT NO. | % SHARES |
| | | | |
| | | | |
| Part 9 (C) – Registered Company | | | |
| State the nominal and issued capital of company | | | |
| Nominal KShs | | Issued | |
| KShs..... | | | |
| Directors' Details | | | |
| Name | Nationality | ID/Passport No. | % Shares |
| | | | |
| | | | |

10. Bank Account Name:
11. Branch of the Bank:
12. Bank Account Number:
13. VAT Registration Number:
14. IFMIS Number, where applicable:.....
15. Type of business: SECTOR (TICK ONE)

~END~