



**MINISTRY OF AGRICULTURE, LIVESTOCK AND  
FISHERIES  
STATE DEPARTMENT OF AGRICULTURE**

**KENYA CEREAL ENHANCEMENT PROGRAMME –  
CLIMATE RESILIENT AGRICULTURAL LIVELIHOODS  
WINDOW  
(KCEP-CRAL)**

**TENDER FOR PROVISION OF ASSETS TAGGING  
SOLUTION**

**MOALF/SDA/KCEP-CRAL/PROC/012/2017-2018**

**Closing Date: 4<sup>th</sup> October 2017 10.00am**

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## SECTION I - INVITATION TO TENDER

**TENDER REF. NO. MOALF/SDA/KCEP-CRAL/PROC/012/2017**

**TENDER NAME: PROVISION OF ASSETS TAGGING SOLUTION**

1.1.1 The Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) invites sealed tenders from eligible candidates under the category of AGPO- **Women** for the **SUPPLY AND INSTALLATION OF ASSETS TAGGING SOLUTION FOR KCEP-CRAL PROGRAMME** whose specifications are detailed in this Tender Document.

Interested eligible candidates may obtain further information from, and inspect the Tender Documents at the office of:

**The Senior Programme Coordinator,  
KCEP-CRAL Programme  
P.O. BOX 30028-00100,  
Email:tenders.kcepccralprogramme@gmail.com**

The document may also be downloaded FREE OF CHARGE from the Ministry's website: **www.kilimo.go.ke** under "tender" links or from the National Treasury's IFMIS portal **www.suppliers.treasury.go.ke.or**; **http://www.kcepccral.go.ke** or obtain a hard copy of the tender document from KCEP-CRAL procurement office at KALRO-NARL, Procurement upon payment to KCEP-CRAL, a non-refundable fee of **KES. 1,000** (through a bankers cheque only) or direct deposit to Equity Bank: (code: 68); Account NO: 1510263657085; Mayfair branch (code 151); SWIFT CODE: EQBLKENA. Eligible bidders must forward their particulars immediately for records and any further tender clarifications and addenda. Downloaded copies are FREE.

Tenders must be accompanied by security in the format specified in the attached form of tender Security, in a bank's letterhead, and amount indicated. The tender must be delivered in plain sealed envelope clearly marked '**SUPPLY AND INSTALLATION OF ASSETS TAGGING SOLUTION FOR KCEP-CRAL PROGRAMME**'

Eligible bidders must forward their particulars immediately for records and any further tender clarifications and addenda. Email particulars to **tenders.kcepccralprogramme@gmail.com**

The **original** and **two** copies of the tender must be delivered to and dropped in the tender box situated at the reception of MOALF Ground floor Kilimo house, Cathedral Road. so as to reach the below address:

**The Principal Secretary,  
State Department of Agriculture,  
P.O. Box 30028-00100,  
Kilimo House, cathedral road, Nairobi  
Tel: 0770174188  
On or before: 4<sup>th</sup> October 2017 at 10.00am**

**Tenders will be opened at 4<sup>th</sup> October 2017 at 10.30am.** in the presence of the candidates' Representatives who choose to attend at boardroom **on 7<sup>th</sup> floor, Kilimo House.**

**SENIOR PROGRAMME COORDINATOR**

## **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 under the AGPO\_Women Category. 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 Kenya Cereal Enhancement Programme – Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL(KCEP-CRAL) 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 KCEP-CRAL 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 KCEP-CRAL, 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 be **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 KCEP-CRAL by post, fax or by email at the KCEP-CRAL's address indicated in the Invitation to Tender. KCEP-CRAL 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 KCEP-CRAL. Written copies of the KCEP-CRAL'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 KCEP-CRAL 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, KCEP-CRAL, 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 and 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, KCEP-CRAL, 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 KCEP-CRAL, 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 its 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 KCEP-CRAL's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12. Tender Security**

12.1 No tender securities shall be required from small and micro enterprises or enterprises owned by disadvantage groups participating in this tender.

12.2 Notwithstanding paragraph (1), target groups shall be required to complete and sign the Tender Securing Declaration Form set out in the Second Schedule.

12.3 Any bidder from the target group who fails to adhere to the terms of the Tender Securing Declaration Form shall be liable to debarment pursuant to section 115 of the Act.

## **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 KCEP-CRAL as non-responsive.

2.13.2 In exceptional circumstances, KCEP-CRAL 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 The Kenya Cereal Enhancement Programme – Climate Resilient Agricultural Livelihoods Window (KCEP-CRAL) 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 **4<sup>th</sup> October, 2017 at 10.00 a.m.**”

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, KCEP-CRAL 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 KCEP-CRAL at the address specified under Invitation to tender not later than 4<sup>th</sup> October 2017 at 10.00am**

2.16.2 KCEP-CRAL 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 KCEP-CRAL 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 at the procurement office on 4<sup>th</sup> Floor Kilimo House 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 KCEP-CRAL 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 KCEP-CRAL will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.30 a.m. October 4 th, 2017** 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 KCEP-CRAL, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL in tender evaluation, tender comparison or contract award decisions shall result in the rejection of the tenderers' tender.

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

2.20.1 KCEP-CRAL 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 KCEP-CRAL 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, KCEP-CRAL 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. KCEP-CRAL'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 KCEP-CRAL 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, KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL'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) KCEP-CRAL 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 KCEP-CRAL'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. KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL in its decisions on tender evaluation, tender comparison, or contract award shall result in the rejection of the Tenderers' tender.

## **2.24. Post-qualification**

2.24.1 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL's action. If KCEP-CRAL determines that none of the tenders is responsive, KCEP-CRAL shall notify each tenderer who submitted a tender.

2.26.2 KCEP-CRAL 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, KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL notifies the successful tenderer that its tender has been accepted, KCEP-CRAL will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KCEP-CRAL.

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 KCEP-CRAL.

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 KCEP-CRAL may make the award to the next lowest evaluated tender or call for new tenders.

**2.30. Corrupt or Fraudulent Practices**

2.30.1 KCEP-CRAL 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 KCEP-CRAL 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>REFERENCE</b>                               | <b>Particulars of Appendix to Instructions to Tenderers</b>   |
|-------|--|---|
| 1.1   | Invitation to Tender<br><br>Closing of Tenders | The original and two copies of the tender must be delivered to and dropped in the tender box situated at the reception of MOALF Ground floor Kilimo house, Cathedral Road.<br><br>The Principal Secretary,<br>State Department of Agriculture,<br>P.O. Box 30028-00100,<br>Kilimo House, cathedral road, Nairobi<br>Tel: 0770174188<br><b>On or before: 4th October 2017 at 10.00am</b> |
| 1.1   | Opening of Tenders                             | <b>Tenders will be opened at 4th October 2017 at 10.30am.</b> in the presence of the candidates' Representatives who choose to attend at boardroom on 7th floor, Kilimo House.  |
| 1.1   | Invitation to Tender                           | The tender is open to the Category of Women providers of Assets Tagging Solutions Only  |
| 2.2.2 | Cost of Tendering                              | The price to be charged for the tender document shall be <b>Kshs.1,000/=</b>  |
| 2.13  | Validity of Tenders                            | Tenders shall remain valid for 120 days after date of tender opening  |
| 2.25  | Award Criteria                                 | award shall be to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the highest combined score evaluated tender.  |
|       |  | 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 any taxes payable in Kenya.   |
| 2.12 | Tender Security                      | Bidders are required to submit a stamped <b>Tender Securing declaration form</b> Valid for 150 days   |
| 2.16 | Submission of Tenders                | Bulky tender documents that cannot fit into the tender box to be received at the procurement office, 4th floor, Kilimo House cathedral Road<br>Envelopes should be stamped and initialed at time of receipt.  |
| 2.22 | Evaluation and Comparison of Tenders | Combined Technical and Financial Proposal (One Bid Document)  |
|      | Clarification Request                | Bidders with clarification request must send the request to <a href="mailto:tenders.kcepcralprogramme@gmail.com">tenders.kcepcralprogramme@gmail.com</a> and must not be received not less than 7 days prior to tender closure  |
|      | Evaluation Requirements              | <p><b>MANDATORY REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>1. Attach a copy of the business registration/ certificate of incorporation</li> <li>2. Attach a Valid Copy of Certificate of Registration in the target group by either National Treasury or county government</li> <li>3. Duly filled Business Questionnaire in the provided format.</li> <li>4. Duly serialized, paginated and referenced Table of contents for all the attachments in the bid document</li> <li>5. Submission of required number of copies for the tender</li> <li>6. Duly filled and signed tender securing declaration forms</li> <li>7. Evidence of bank account in the entities name.</li> <li>8. Valid Tax Compliance Certificate.</li> <li>9. Evidence of bank account in the entities name.</li> <li>10. Duly Filled Form of Tender.</li> <li>11. Tender Validity Period in Form of Tender Minimum 120days</li> <li>12. Manufacturers Authorization Form. Must be Signed and Stamped</li> <li>13. Price Schedules in the format Provided</li> </ol> <p>2. Vendor Evaluation Requirements as specified in the Schedule of requirements<br/>3. Technical Criteria Requirements as specified in the schedule of requirements.</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 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL'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 KCEP-CRAL 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 KCEP-CRAL'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 KCEP-CRAL and shall be returned (all copies) to KCEP-CRAL on completion of the contract's or performance under the Contract if so required by KCEP-CRAL.

### **3.5. Patent Rights**

3.5.1 The Contractor shall indemnify KCEP-CRAL 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 KCEP-CRAL the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL, 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 15% of the original contract price.

3.9.4 Price variation requests shall be processed by KCEP-CRAL 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 KCEP-CRAL's prior written consent.

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

3.11.1 KCEP-CRAL 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 KCEP-CRAL.

(b) If the Contractor fails to perform any other obligation(s) under the Contract.

(c) If the Contractor in the judgment of KCEP-CRAL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.11.2 In the event KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL 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 KCEP-CRAL.

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

3.13.1 KCEP-CRAL 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 KCEP-CRAL'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 KCEP-CRAL 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 KCEP-CRAL 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 its 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.

### **3.19 Taxes**

#### **3.19.1 Taxes**

a) "Taxes" means all present and future taxes, levies, duties, charges, assessments, deductions or withholdings whatsoever, including any interest thereon, and any penalties and fines with respect thereto, wherever imposed, levied, collected, or withheld pursuant to any regulation having the force of law and "Taxation" shall be construed accordingly.

#### **3.19.2 Local Taxation**

i). Nothing in the Contract shall relieve the Contractor and/or his Sub-Contractors from their responsibility to pay any taxes, statutory contributions and levies that may be levied on them in Kenya in respect of the Contract. The Contract Price shall include all applicable taxes and shall not be adjusted for any of these taxes.

ii). The Contractor shall be deemed to be familiar with the tax laws in the Employer's Country and satisfied themselves with the requirements for all taxes, statutory contributions and duties to which they may be subjected during the term of the Contract.

iii.) In instances where discussions are held between the Employer and the Contractor regarding tax matters, this shall not be deemed to constitute competent advice and hence does not absolve the Contractor of their responsibility in relation to due diligence on the tax issue as per 2.5.3 above.

### **3.19.3 Tax Deduction**

i). If the Employer is required to make a tax deduction by Law, then the deduction shall be made from payments due to the Contractor and paid directly to the Kenya Revenue Authority. The Employer shall upon remitting the tax to Kenya Revenue Authority furnish the Contractor with the relevant tax deduction certificates.

ii). Where the Contractor is paid directly by the Financiers and the Employer is not able to deduct tax, then the Contractor will be required to pay the tax deduction to Kenya Revenue Authority in the name of the Employer and furnish the Employer with an original receipt thereof as evidence of such payment. In absence of the said evidence, the Employer will not process any subsequent payments to the Contractor.

#### **d) Tax Indemnity**

i) The Contractor shall indemnify and hold the Employer harmless from and against any and all liabilities, which the Employer may incur for any reason of failure by the Contractor to comply with any tax laws arising from the execution of the Contract whether during the term of the Contract or after its expiry.

ii) The Contractor warrants to pay the Employer (within fourteen (14) days of demand by the Employer), an amount equal to the loss, liability or cost which the Employer determines has been (directly or indirectly) suffered by the Employer for or on account of the Contractor's Tax liability arising from the Contract.

iii) Where the amount in 2.5.3.d (ii) above remains unpaid after the end of the fourteen (14) days moratorium, the Employer shall be entitled to compensation for financing charges

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

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

### **4.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

a) “The contract” means the agreement entered into between the Procuring entity and the 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 contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) “The Procuring entity” means the organization sourcing for the services under this Contract.

e) “The contractor means the individual or firm providing the services under this Contract.

f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

### **4.2 Application**

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

### **4.3 Standards**

#### 4.3.1

The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

]

### **4.5 Patent Right's**

The tenderer shall indemnify the Procuring entity 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.

#### **4.6 Performance Security**

Within fifteen days (15) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

##### 4.6.1

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

##### 4.6.2

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit.

##### 4.6.3

The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

#### **4.7 Inspections and Tests**

##### 4.7.1

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

##### 4.7.2

The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 Procuring entity.

#### 4.7.3

Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

#### 4.8 Delivery

Delivery should be not less than 30 (thirty) days within the date of the firm Order.

#### 4.9 Payment Terms and Conditions

The KCEP-CRAL payment terms are 30days upon receipt of certified invoices and delivery notes confirming that the invoiced material has been delivered and are in accordance with the contract.

#### 4.10 Warranty

Supplier to issue warranty for goods and services to be free of defects in material and workmanship from the date of purchase.

#### 4.11 After sale Service

The tenderer shall offer after sale service and support as and when required.

| Reference of general conditions of contract | Special condition of contract   |
|---|---|
| 2.12.1 Tender Security                      | Tender Securing Declaration Form Duly filled and Signed and Valid for 150days |
| 3.6 Performance Guarantee                   | Ksh 20,000.00   |
| 3.7 Delivery of Services                    | As specified in the schedule of requirements                                  |
| 3.16 Applicable law                         | Laws of Kenya   |

|              |   |
|--------------|---|
| 3.18 Notices | <b>The Senior Programme Coordinator,<br/>KCEP-CRAL Programme<br/>P.O. BOX 30028-00100,<br/>Email:tenders.kcepccralprogramme@<br/>mail.com</b> |
|--------------|---|

## **SECTION V- TECHNICAL SPECIFICATIONS**

### **SECTION 1- SCHEDULE OF REQUIREMENTS**

| <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<br>500tags | Supply on need basis for a period 24 Months from the date of contract execution.<br><br>Initial supply of 500 tags shall be within two weeks from the date of the Local Purchase Order.<br><br>Bidders will commit to replace defective items within the provided warranty period.     |
| 2.         | RFID Tags   | 500                         | Supply on need basis for a period 24 Months from the date of contract execution.<br><br>Initial supply of goods shall be within two weeks from the date of the Local Purchase Order.<br><br>Bidders will commit to replace defective Items within the provided warranty period.        |
| 3.         | Bar code readers with integrated software                                       | 5                           | Supply on need basis for a period 24 Months from the date of contract execution.<br><br>Supply of readers and software shall be within two weeks from the date of the Local Purchase Order.<br><br>Bidders will commit to replace defective items within the provided warranty period. |
| 4.         | Fixed assets management software and integration with ERP                       | 1                           | Supply of the software shall be within two weeks from the date of the Local Purchase Order.  |
| 5.         | Implementation  |                             | Tender will be on supply and delivery basis, with fixing of the asset tag as an mandatory service  |

|    |   |  |  |
|----|---|--|--|
| 6. | Labor for tagging   |  | Bidder shall quote for service of affixing tag per item                        |
| 7. | Training:<br>Bidder shall provide comprehensive User Training Programme |  | The bidder shall train approximately 10 users                                  |
| 8  | Post installation support   |  | Bidder shall provide post installation Technical Support services for One year |

**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 2 - DESCRIPTION OF SERVICE**

The Kenya Cereal Enhancement Programme-Climate Resilient Agricultural Livelihood Window (KCEP-CRAL) 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 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 KCEP-CRAL skills to tag the assets themselves and implement an automated Fixed Assets Register (FAR) that is user-friendly and that can be integrated with KCEP-CRAL's ERP system.

## **2.1 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 KCEP-CRAL 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 KCEP-CRAL 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 and or Normal Computer Machine.
- 6) Building capacity through training on Management of Assets tagging system.
- 7) Providing KCEP-CRAL with proper registration and licensing of all software (Application and Database) and hardware proposed.
- 8) Surrendering to KCEP-CRAL 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.

## **2.2 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 evaluation.

## EVALUATION CRITERIA

### **1. Tender Responsiveness Criteria- PRELIMINARY EVALUATION**

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> | <p style="text-align: center;"><b><u>Submission of Tender Documents</u></b></p> <p style="text-align: center;">Tender Security Declaration Form<br/>Valid for 120 days<br/>The Documents shall be serialized</p>  |
| <b><u>2.</u></b> | <p style="text-align: center;"><b><u>Company Profile</u></b></p> <ul style="list-style-type: none"> <li>• Suitability of Service Provider</li> <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> | <p style="text-align: center;"><b><u>Proof of Financial Resources</u></b></p> <p style="text-align: center;">Current Reference Letter from Bank (not older than six months)</p>   |
| <b><u>4.</u></b> | <p style="text-align: center;"><b><u>Valid Tax Compliance Certificate</u></b></p>   |

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

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 KCEP-CRAL's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specification

## 2. 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></p> <p>Degree .....3<br/> Diploma .....2<br/> Certificate .....1<br/> None .....0</p> <p><b>Experience:</b></p> <p>Over 5 years' experience.....2<br/> 3-5years' experience. ....1.5<br/> 2 years' experience. ....1<br/> 1 year and below. ....0.5</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></p> <p>Degree in relevant IT field .....3<br/> Diploma in relevant IT field.....1.5</p> <p><b>Experience:</b></p> <p>Over 5 years' experience.....5<br/> 3-5years' experience. ....3<br/> 2 years' experience. ....2<br/> 1 year and below. ....1</p> | 8                  |               |

|    |  |           |           |
|----|--|-----------|-----------|
| 3. | Company's experience in Tagging and Bar Coding of Assets<br>Over 5 years' experience.....5<br>3-5years' experience. ....4<br>2 years' experience. ....3<br>1 year and below. ....1                           | 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**

### **3. TECHNICAL EVALUATION CRITERIA**

|           | <b>FUNCTIONAL SPECIFICATIONS</b>   | <b>Scores</b> | <b>Bidder's</b> |
|-----------|--|---------------|-----------------|
| <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                                     | 0.5           |                 |
|           | Should be barcoded with both human and Machine readable description.       | 0.5           |                 |
|           | 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 Programme'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.<br>Demonstrate Evidence | 2         |  |
|           | <b>TOTAL</b>   | 10        |  |
| <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         |  |
|           | <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      | 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>TOTAL</b>   | <b>20</b> |  |
| <b>4. MOBILE SCANNER</b>   |           |  |
| Support for 3G WWAN HSPDA, 802.11a/b//g/n Technologies   | 2         |  |
| Integrated laser scanner   | 2         |  |
| Resistant against harsh environment conditions (Rain, dust etc)  | 2         |  |
| Barcode laser Scanner, Keypad, touch screen and full alphanumeric software keyboard.   | 2         |  |
| Backup battery   | 2         |  |

|           |   |           |  |
|-----------|---|-----------|--|
|           |   |           |  |
|           | 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>TRANING</b>  |           |  |

|  |  |     |  |
|--|--|-----|--|
|  | <p><b>6.0 TRAINING</b></p> <p>This is meant to equip approximately 10 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 KCEP-CRAL premises</p> |     |  |
|  | <b>TOTAL</b>   | 10  |  |
|  | <b>7. LABOUR (MANDATORY SERVICE).</b>  |     |  |
|  | Bidder will provide work plan on how they will engage labor for tagging each asset.  |     |  |
|  | <b>TOTAL</b>   | 10  |  |
|  |  |     |  |
|  | <b>GRAND TOTAL</b>   | 100 |  |
|  | <b>WEIGHTED SCORE OUT OF 40</b>  |     |  |

***Only those bidders who will score 25 marks and above (pass mark) will be evaluated further***

**c). Financial Evaluation**

Financial score shall be computed using the following formula;

Fin Score=Lowest bid Price/ Bid Price\*30

Prices as per the price Quoted in the Price Schedule.

**FS= FM/F\*30**

**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                                    | 25points             |
| Financial Evaluation  | 30                                    |                      |
| <b>Totals</b>         | <b>100</b>                            |                      |

Award shall be to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the highest combined score evaluated tender.

**SECTION VII - STANDARD FORMS**

- 1.0 Form of Tender
- 2.0 Price schedules
- 3.0 Contract form
- 4.0 Confidential Questionnaire Form
- 5.0 Tender security form
- 6.0 Performance security form
- 7.0 Bank guarantee for advance payment
- 8.0 Declaration form
- 9.0 Letter of notification of award
- 10.0 Administrative review form

**1.0 FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....  
[Name and address of procuring entity]

**Gentlemen and/or Ladies:**

1. Having examined the tender documents including Addenda

No.s..... [Insert numbers,) of which is hereby duly acknowledged, we, the undersigned, offer to provide **Supply of Asset Tagging Solution** 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.

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

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

{Signature} \_\_\_\_\_ {In the capacity of} \_\_\_\_\_

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

**2.0 PRICE SCHEDULE FORM**

Name of Tenderer: \_\_\_\_\_

Tender Number \_\_\_\_\_

| No. | Item Description  | Quantity | Unit Price(Kshs.) inclusive of all taxes | Total Price(Kshs.) inclusive of all taxes |
|-----|---|----------|--|---|
| 1.  | KCEP-CRAL Branded Bar coded aluminum tags as per the specifications.  | 500      |  |   |
| 2.  | RFID Tags   | 500      |  |   |
| 3.  | Bar code readers  | 5        |  |   |
| 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  |          |  |   |
| 6.  | Labour for tagging:   |          |  |   |
|     | RFID Tags per asset   |          |  |   |
|     | Aluminum tags per asset   |          |  |   |
| 7.  | Training for technical and non-technical users  |          |  |   |
| 8.  | Basic user training   | 10Users  |  |   |
| 9.  | Technical training (Classroom or laboratory)  | 10 Users |  |   |
|     | <b>TOTAL</b>  |          |  |   |

**3.0 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ between.....  
[Name of procurement entity] of ..... [country of Procurement entity](hereinafter called “KCEP-CRAL”) of the one part and  
..... [Name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS **KCEP-CRAL** invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) KCEP-CRAL Notification of Award.
- 3. In consideration of the payments to be made by KCEP-CRAL to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KCEP-CRAL to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
- 4. KCEP-CRAL hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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 KCEP-CRAL)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ {for the tenderer}

In the presence of \_\_\_\_\_

**4.0 MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE**

*(Must be filled by all applicants or Tenderers' who choose to participate in this tender)*

**Name of Applicant(s).....**

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

**You are advised that it is a serious offence to give false information on this form will lead to automatic disqualification/termination of your business proposal at your cost.**

**Part 1 -General**

Business Name

.....

Location of Business Premises

.....

Plot No ... Street/Road..... Postal address..... Tel No.

.....

Fax Email.....

Nature of Business (Attach Company Profile)

.....

Registration Certificate No. (Attach Copy)

.....

Tax Compliance No (Attach Copy)

.....

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

Ksh.....

Name of your bankers.....

Branch.....

Bank Account Number.....

Payment Terms.....

**Part 2 (a) – Sole Proprietor**

Your name in

full.....Age.....  
.....

Nationality.....Country of  
Origin.....

Citizenship details.....

*If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or*

**Part 2 (b) – Partnership**

Given details of partners as follows

| Name   | Nationality | Citizenship details | Shares |
|--------|-------------|---------------------|--------|
| 1..... |             |                     |        |
| 2..... |             |                     |        |
| 3..... |             |                     |        |
| 4..... |             |                     |        |

*If a Kenyan Citizen, indicate under Citizenship Details whether by Birth, Naturalization or  
Registration*

**Part 2 (c) – Registered Company**

Private or Public

(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of company

Nominal Kshs. Issued Kshs.

Give details of all directors as follows

| Name    | Nationality | Citizenship details | Shares |
|---------|-------------|---------------------|--------|
| 1. .... |             |                     |        |
| 2. .... |             |                     |        |
| 3. .... |             |                     |        |
| 4. .... |             |                     |        |

**Part 3- List of corporate client customers and their addresses, telephone numbers and contact person.**

1. Company.....Tel/ Mobile.....

Contact Person.....Designation.....

2. Company.....Tel/Mobile.....

Contact Person.....Designation.....

3. Company.....Tel/Mobile.....

Contact Person.....Designation.....

4. Company.....Tel/Mobile.....

Contact Person.....Designation.....

**Part 4-(a) Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the KCEP-CRAL and any other public or private institutions.

Full Names.....

Signature.....

Dated this .....day of .....2017

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

.....

**Part 4-(b) Bankruptcy / Insolvency / receivership.**

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated this .....day of .....2017

Duly authorized to sign Tender for and on behalf of

.....

**Part 4-(c) -Criminal Offence**

I/We,(Name (s) of Director(s)):-

- a).....
- b).....
- c).....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

In the capacity of  
.....

Dated this .....day of .....2017.

Suppliers' / Company's Official Rubber Stamp  
.....

**Part 4-(d) Conflict of Interest**

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s.....

In the capacity of .....

Dated this .....day of .....2017

Suppliers' / Company's Official Rubber Stamp  
.....

**Part 4-(e) – Interest in the Firm:**

Is there any person/persons in KCEP-CRAL or any other public institution who has interest in the Firm?

Yes/No ..... (Delete as necessary)

Institution .....

(Title) (Signature) (Date)

**PART 5(I) – EXPERIENCE: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT’S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS. AGPO FIRMS ARE HOWEVER EXCLUDED ENTIRELY FROM FILLING IT.**

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials / Services in the last 5 years

|   | COMPANY NAME | COUNTRY | CONTRACT ORDER NO | VALUE | CONTRACT PERSON (FULL NAMES) | EMAIL | CELL PHONE NO |
|---|--------------|---------|-------------------|-------|------------------------------|-------|---------------|
| 1 |              |         |                   |       |                              |       |               |
| 2 |              |         |                   |       |                              |       |               |
| 3 |              |         |                   |       |                              |       |               |

**Part 6(i or j) – Bank account details:**

AGPO firms must provide evidence from their bank that the account to which KCEP-CRAL shall make payment has a youth or a woman or a PWD listed in the CR12 form/partnership deed/sole proprietor certificate as a MANDATORY signatory of that account,- Sec.157 (11) of PPADA:

Account No.....

Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor Certificate...../.....

ID No(s):...../.....Signature and stamp of the authorized Banker

Representative.....Date.....

**Part 7--Declaration**

I/We the undersigned state that the above information is correct and that I/We give KCEP-CRAL to seek any other references concerning my/our company from whatever sources deemed e.g. company registrar's office, banks etc.

Full names

.....

Signature.....

.....

For and on behalf of M/s .....

.....

In the capacity of

.....

**Date.....**

**Signature of Candidate.....**

**Company's Rubber Stamp.....**

.....

**5.0 TENDER SECURING DECLARATION FORM**

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

Date: ..... of Bid Submission] Tender No. .... of bidding process]

To: ..... [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for bidding 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 Bid during the period of bid validity specified by us in the Bidding 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 ITT.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- (i) our receipt of a copy of your notification of the name of the successful Bidder; or
- (i) Twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid 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 Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the Capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]  
.....

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

Dated on ..... day of ....., ..... [Insert date of signing]

**6.0 PERFORMANCE SECURITY FORM**

To: ..... [Name KCEP-CRAL]

WHEREAS..... [Name of tenderer]  
(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No..... [Reference number of the contract]

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

To supply.....  
[Description 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 the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee: THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....

\_\_\_\_\_  
[Amount of the guarantee in words and 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 or sums within the limits of ..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the

.....day of ..... 20.....

Signature and seal of the Guarantors

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

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

\_\_\_\_\_  
{Date}



**8.0 LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

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---

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To:

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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**

**9.0 FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity) of ..... Dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address..... Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:-

- 1.
- 2.
- 3. etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- 3.

SIGNED..... (Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review

Board..... day of ..... 20.....

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SIGNED  
Board Secretary

**10 . MANUFACTURER’S AUTHORIZATION FORM**

**KENYA CEREAL ENHANCEMENT PROGRAMME – CLIMATE RESILIENT  
AGRICULTURAL LIVELIHOODS WINDOW  
P.O. Box 30028-00100  
NAIROBI, KENYA**

WHEREAS .....  
*[name of the Manufacturer]*

who are established and reputable manufacturers of “**Supply of Asset Tagging Solution**” 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 “**Supply of Asset Tagging Solution**” 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 who is authorized and competent.**