

REPUBLIC OF KENYA



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT
AND PUBLIC WORKS.**

STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

TENDER DOCUMENT

TENDER NO: MTHUDPW/SDHUD/ADM/024/2020-2021

**TENDER FOR ASSET TAGGING AND BARCODING MANAGEMENT
SYSTEM**

PROCUREMENT METHOD: OPEN TENDER

ISSUE DATE: 10th March 2021

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SECTION I: INVITATION TO TENDER

Date: 09/03/2021

TENDER NO: MTIHU DPW/SDHUD/ADM/024/2020-2021

TENDER NAME: Tender for Asset Tagging and Barcoding Management System

1. The State Department for Housing and Urban Development (SDHUD) invites sealed bids from eligible candidates for *Tender for Asset Tagging and Barcoding Management System*
2. Interested bidders may access the tender documents from the State Department's website www.housingandurban.go.ke or the Public Procurement Information Portal (PIIP) <https://tenders.go.ke> free of charge. No hard copies of the document shall be availed due to the current COVID-19 Pandemic.
3. Completed tender documents should be submitted accompanied by a tender security issued by a reputable Commercial Bank or an approved Insurance Company by PPRA in the amount of **KES 300,000**. The tender security shall be valid for a period of **150 days** from the tender opening date. Failure to provide bid security in the right format, right source, correct value and validity period shall lead to disqualification of the bidder.
4. Prices quoted shall be inclusive of duty and other taxes and shall remain valid for 150 calendar days from the closing date of the tenders.
5. Interested eligible Bidders may obtain further information, enquiries and clarifications from the office of Supply Chain Management Services, through the email: procurement@housingandurban.go.ke
6. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender Name and number and be deposited in the tender box provided at **Ardhi House 6th floor**, or be addressed to **The State Department for Housing and Urban Development P.O Box 30119-00100 Nairobi** so as to be received on or before, **24th March, 2021 at 11.00 a.m.**
7. Tenders will be opened immediately thereafter in the presence of the tenderer's representatives who choose to attend the opening at The State Department for Housing and Urban Development, Ardhi House, 6th floor Board room.

**The Head of Supply Chain Management Services
For: The Principal Secretary
State Department of Housing and Urban Development**

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to Tender is open to all eligible providers of **Tender for Asset Tagging and Barcoding Management System** Successful Bidders 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 SDHUD's employees 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 SDHUD 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 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and SDHUD, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 (Amendment of Documents) 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) Details of the Service
- (vii) Form of Tender
- (viii) Price Schedules
- (ix) Contract Form
- (x) Confidential Business Questionnaire
- (xi) Tender Security Form
- (xii) Performance Security Form
- (xiii) Principal's or manufacturers authorization form
- (xiv) Declaration Form

2.3.2 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.

2.4 Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify SDHUD 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 five (5) days prior to the deadline for the submission of tenders, prescribed by SDHUD. Written copies of SDHUD's 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.

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

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the SDHUD, 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.

2.5.2 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.

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

2.6 Language of Tender

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and SDHUD, 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.

2.7 Documents Comprising of Tender

The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) documentary evidence 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 2.14 (d) Declaration form

2.8 Tender Forms

The tenderer shall complete the Tender Form and the appropriate 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 the total tender price of the services it proposes to provide under the contract.

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

2.9.3 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 nonresponsive and will be rejected.

2.9.4 The validity period of the tender shall be 150 days from the date of opening of the tender.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications

- 2.11.1 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 tenderers eligibility to tender shall establish to SDHUD'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
- 2.11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to SDHUD'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.

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.12.2 The tender security is required to protect SDHUD against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to SDHUD and valid for thirty (30) days beyond the validity of the tender.

- 2.12.4 Any tender not secured with a tender security will be rejected by SDHUD as nonresponsive by preliminary examination.
- 2.12.5 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 SDHUD.
- 2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, and furnishing the performance security.
- 2.12.7 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by SDHUD on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract, or
 - (ii) to furnish performance security

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **150 days** or as specified in the Invitation to tender after the date of tender opening prescribed by SDHUD. A tender valid for a shorter period shall be rejected by SDHUD as non-responsive.
- 2.13.2 In exceptional circumstances, SDHUD 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 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.

2.14 Format and Signing of Tender

- 2.14.1 The bidders **MUST** prepare and submit **two copies of the tender** clearly marked 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender. **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.

2.14.4 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **“ORIGINAL TENDER”** and **“COPY OF THE TENDER”**. Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in 1.4 and be clearly marked, **‘DO NOT OPEN BEFORE 11.00 AM, 24th MARCH, 2021.**

2.14.5 If the outer envelope is not sealed and marked as required, SDHUD will assume no responsibility for the tender’s misplacement or premature opening

2.15 Deadline for Submission of Tenders

2.15.1 Tenders must be received by SDHUD as specified in the Letter of Invitation no later than **11.00 AM, 24th MARCH, 2021**

2.15.2 SDHUD may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of SDHUD and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.16 Modification and Withdrawal of Tenders

2.16.1 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 SDHUD prior to the deadline prescribed for submission of tenders.

2.16.2 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 post, facsimile and e-mail but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.16.4 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.

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

2.16.6 SDHUD 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.

2.17 Opening of Tenders

2.17.1 SDHUD will open all tenders in the presence of tenderers' representatives who choose to attend, on **24th MARCH, 2021 at 11.00 AM** and in the location specified in the Invitation to Tender.

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

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

2.17.4 SDHUD will prepare minutes of the tender opening.

2.18 Clarification of Tenders

2.18.1 To assist in the examination, evaluation and comparison of tenders SDHUD 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.

2.18.2 Any effort by the tenderer to influence SDHUD in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination

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

2.19.2 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.

2.19.3 SDHUD 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.

2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.19, SDHUD 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. SDHUD's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.19.5 If a tender is not substantially responsive, it will be rejected by SDHUD and may not subsequently be made responsive by the bidder by correction of the nonconformity.

2.20 Conversion to Single Currency

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

2.21 Evaluation and Comparison of Tenders

2.21.1 SDHUD will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 2.19.

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

2.21.3 SDHUD'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 below;

- a) Operational plan proposed in the tender;
SDHUD requires that the services under the Invitation to Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than SDHUD's required delivery time will be treated as non-responsive and rejected
- b) Deviation in payment schedule
Bidders shall state their tender price for the payment on schedule outlined in the special conditions of the contract. Tenders will be evaluated on the basis of this base price.
Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in the tender price they wish to offer for such alternative

payment schedule. SDHUD may consider the alternative payment schedule offered by the selected bidder.

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

2.22 Contacting SDHUD

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

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

2.23 Award of Contract

(a) Post-qualification

2.23.1 In the absence of pre-qualification, SDHUD 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.

2.23.2 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 tenderer's qualifications submitted by the tenderer, as well as such other information as SDHUD deems necessary and appropriate.

2.23.3 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 SDHUD will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.23.4 SDHUD 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) SDHUD's Right to accept or Reject any or All Tenders

2.23.5 SDHUD 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 SDHUD's action. If SDHUD determines that none of the tenders is responsive, SDHUD shall notify each bidder who submitted a tender.

2.24 Notification of Award

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

2.24.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and SDHUD pursuant to clause 2.28. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.24.3 Upon the successful Tenderer's furnishing of the performance security, SDHUD will promptly notify each unsuccessful Tenderer and will discharge its tender security.

2.25 Signing of Contract

2.25.1 At the same time as SDHUD notifies the successful tenderer that its tender has been accepted, SDHUD will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.25.2 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.

2.25.3 Within or fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to SDHUD.

2.25.4 The contract shall be definitive upon its signature by the two parties.

2.26 Performance Security

2.26.1 Within Thirty (30) days of the receipt of notification of award from SDHUD, 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 SDHUD.

2.26.2 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 SDHUD may make the award to the next lowest evaluated Candidate or call for new tenders.

2.27 Corrupt or Fraudulent Practices

2.27.1 The SDHUD 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 SDHUD, and includes collusive practice among tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the SDHUD of the benefits of free and open competition;

2.27.2 The SDHUD 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.

2.27.3 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 (ITTs)

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenders and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Particulars of Appendix to Instructions to Tenderers
2.1	The tender is open to all providers of Asset Tagging and Barcoding Management Systems
2.9.2	Taxes: the tenderer will pay for all the local taxes, duties, fees, levies and other charges applicable in Kenya. The financial proposal should therefore include all taxes applicable in Kenya.
2.10	The prices shall be FIXED
2.11	Prices shall be quoted in Kenya Shillings
2.12	TENDER SECURITY REQUIRED 300,000.00
2.13	The tender validity period is 150 days

<p>2.15.2</p>	<p>The inner and outer envelopes shall bear the Tender Number and Name and instructions below:</p> <p>TENDER REF: No. MTIHUDPW/SDHUD/ADM/024/2020-2021</p> <p>i) TENDER NAME: <i>TENDER FOR ASSET TAGGING AND BARCODING MANAGEMENT SYSTEM</i></p> <p>DO NOT OPEN BEFORE 24th MARCH, 2021 at 11.00 am</p> <p>ii) Tenders must be addressed and delivered to: Attention: Head of Supply Chain Management Services Address: Ardhi House Floor number: 6th Floor City: Nairobi Country: Kenya Telephone: +254 020 2713833 Email address: procurement@housingandurban.go.ke Requests for clarification should be received by the Procuring Entity no later than: Three business days before the deadline for submission of Bids.</p> <p>iii) Web page: www.housingandurban.go.ke This tender is based on the One (1)-envelope bid. The bids MUST be submitted in TWO copies and One Original.</p>
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<p>2.19</p>	<p>The Bid opening shall take place at:</p> <p>Street Address: Ardhi House, 6th Floor Floor/ Room number: 6th Floor Conference Room City: Nairobi Country: Kenya Date: 24 March 2021 Time: 11:00AM</p>
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<p>2.21</p>	<p>EVALUATION CRITERIA</p> <p>Stage 1 – Mandatory Evaluation Criteria. The Firm MUST meet ALL THE MANDATORY REQUIREMENTS in order to qualify for Technical Evaluation.</p> <p style="text-align: center;">Mandatory requirements</p> <ul style="list-style-type: none"> i. Certificate of incorporation/registration ii. Valid tax compliance certificate iii. Current Business Permit iv. Dully filled, signed and stamped form of tender in the format provided v. Dully filled, signed and stamped price schedule in the format provided vi. Duly filled, signed and stamped Confidential Business Questionnaire vii. Provide Certified Bank statements for the last 6 months. viii. Provide a reference letter from the Bank for this tender viii. Bidders must provide evidence of office premise (copy of title deed, lease/tenancy agreement) ix. All pages of the tender shall be serialized x. Provide Bid Security for Kshs 300,000.00 valid for 150 days from a recognized bank or an Insurance Company approved by PPRA <p>NB: - Bidders that will have passed Mandatory Requirements will have their Technical proposals evaluated. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>
<p>2.27</p>	<p>Particulars of post – qualification if applicable. SDHUD may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.</p>

STAGE 2 – TECHNICAL EVALUATION CRITERIA

Bidders must comply with all the technical specifications as indicated in the evaluation templates section A and B below in order to qualify for financial evaluation.

STAGE 2: TECHNICAL EVALUATION CRITERIA- SECTION A

1	Company Experience		Marks
	Bidder must demonstrate previous experience in undertaking asset verification and tagging for at least 5 clients. (Show proof by attaching copies of reference letters/LPO’s and/or contracts of five (5) such assignments carried out by the bidder.		20
2	Project Manager's Qualification		
	The Project Manager must have a degree in IT or related Degree		5
	The Project Manager must at least 7 years’ experience in field of asset tagging and asset management (Attach copies of CV and Certificates)		5
3	Technical Staff Qualifications		
	Bidder must have at least 2 experienced Technical staff who should have at least a diploma in IT or related Diploma (Attach copies of Curriculum Vitae and Certificates)		10
	The technical staff must at least 5 years’ experience in field of asset tagging and asset management (Attach copies of CVs)		10
4	Company Profile		
	Bidder must submit a company profile including the organogram of the proposed team		5
6	Financial Capability		
	Financial capability as supported by audited accounts for the last two years (2019, 2018) with a current ratio of 1 and above.		10
6	Methodology		
	Present a Methodology Project plan to include time frames, deliverables, milestones, manpower requirements etc (attach a proposed methodology and work plan)		15
	TOTAL POINTS		80

BIDDERS MUST SCORE 70% TO PROCEED TO TECHNICAL EVALUATION CRITERIA- SECTION B - COMPLIANCE TO THE SPECIFICATIONS.

TECHNICAL EVALUATION CRITERIA- SECTION B {COMPLIANCE WITH TECHNICAL SPECIFICATIONS}

	TECHNICAL SPECIFICATIONS	COMPLIANCE- YES/NO	BIDDERS RESPONSE
1	Physical Tagging/ Marking Features		
	Resistant to UV light and other chemicals		
	Tags should be heat resistance		
	Tags should be resistant to abrasion and tamper proof		
	Tags should be coded with both human and machine-readable description		
	Tags should accommodate SDHUD's Logo with full colour.		
	Tags should be visible and appealing to the eye (aesthetic)		
	Tags should have a high-bond adhesive that fuses permanently to most surfaces		
	Tags should be conformable (can be bent)		
	Tags should be available in full colour print		
	Tags should have a matte or gloss surface		
	Tags must have a warranty of 3 years before the tags/marks fade		
2	Software Requirements/Features		
	Should be able to capture all assets tags/barcodes		
	Supply and implement an online tracking of asset movement between locations including automating of asset movement requests, approvals, electronic gate passes and receipt		

	Store all assets information in a simple database		
	Track assets by physical location, employee assigned, barcode number, asset description, asset category, department, make, model & serial number		
	Track leases and warranties with the capabilities of tracking asset maintenance and repair history.		
	Calculate Depreciation		
	Easily import and export data using the Import/Export Wizard into excel sheet or any data manipulation tool		
	Instantly view assets assigned to any department, employee or assets with a particular status with options of automatically tracking changes in status and location		
	Software should produce standard, ad hoc and customized reports		
3	Mobile/handheld Barcode Scanner Specifications		
	Must have Bluetooth built-in		
	Windows CE 5.0 (WPA1200) or Windows Mobile 5.0 (WPA1200wm)		
	Intel PXA270 520MHz, 64MB SDRAM, 128MB Flash ROM, SD Slot supports SD/MMC memory card up to 1GB		
	802.11b/g available via SDIO expansion slot		
	Rechargeable Lithium-ion battery pack at least 3.7V, 1950mAh		
	Operate for at least 12 hours on single charge		
	Large 240 X 320 QVGA display, color transfective TFT, touch screen and backlight		
	Resistant to rain and dust		
	Capable of downloading/uploading scanned data onto a computer		
	Capable of automated data capture		
	Integrated barcode laser scanner		

	Barcode laser scanner, keypad, touch screen and full alphanumeric software keyboard		
	Scanner should have a backup battery		
4	Technical Support/Training		
	The bidder will be expected to conduct training during and after the implementation of the system to the satisfaction of the client. (Bidder must attach a clear training plan and schedule)		
	BIDDER MUST INDICATE FULL COMPLIANCE TO THE SPECIFICATIONS AS STATED IN THE TECHNICAL SPECIFICATIONS & SCHEDULE OF REQUIREMENT.		

Stage 3: Financial Evaluation Criteria

The successful bidder will be the one with the lowest **evaluated price that meets all the requirements.**

SDHUD reserves the right to independently authenticate all the documents submitted. Any falsifications will lead to automatic disqualification.

SECTION III:

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the STATE Department for Housing and Urban Development (SDHUD) 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, software applications and/or other materials, which the tenderer is required to supply to the SDHUD under the Contract.
- (d) “The SDHUD” 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

These General Conditions shall apply in all Contracts made by the SDHUD for the procurement of Goods.

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

3.4.2 The tenderer shall not, without the SDHUD’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 SDHUD in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.3 The tenderer shall not, without the SDHUD's prior written consent, make use of any document or information enumerated in paragraph 3.6.1 above.

3.4.4 Any document, other than the Contract itself, enumerated in paragraph 3.6.1 shall remain the property of the SDHUD and shall be returned (all copies) to the SDHUD on completion of the Tenderer's performance under the Contract if so, required by the SDHUD.

3.5 Patent Rights

The tenderer shall indemnify the SDHUD 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 SDHUD's country.

3.6 Performance Security

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

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

3.6.3 The performance security will be discharged by SDHUD 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.

3.7 Delivery of Services and Documents

Delivery of the services shall be made by the Bidder in accordance with the terms specified by SDHUD 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 tenderer under this Contract shall be specified in Special Conditions of Contract.

3.8.2 Payments shall be made promptly by the SDHUD as specified in the contract.

3.9 Prices

3.9.1 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.

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

3.9.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

3.9.4 Price variation request shall be processed by the SDHUD within 30 days of receiving the request.

3.10 Assignment

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

3.11 Termination for Default

3.11.1 The SDHUD 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 SDHUD;
- (b) if the tenderer fails to perform any other obligation(s) under the Contract;
- (c) If the tenderer, in the judgment of the SDHUD has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event the SDHUD 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 SDHUD for any excess costs for such similar goods.

3.12 Resolution of Disputes

3.12.1 The SDHUD 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.

3.12.2 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.

3.13 Language and Law

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

3.14 Applicable Law

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

3.15 Force Majeure

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.

3.16 Notices

3.16.1 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.

3.16.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: - SPECIAL CONDITIONS OF CONTRACT

4.1. Special conditions of contract as relates to the GCC:

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
2.11 <i>Tender Currencies</i>	Prices shall be quoted in Kenya Shillings.
3.6 <i>Performance security</i>	10% of tender sum in form of unconditional bank guarantee
3.7 <i>Delivery of Services</i>	The services will be provided in accordance with the Terms of Reference The Performance of the contractor shall be reviewed annually. Where the performance is in contravention of the Terms of Reference then the contract shall be terminated of the year.
3.8 <i>Payment</i>	Payments shall be made promptly by the SDHUD as specified in the contract.
3.9 <i>Price adjustment</i>	There shall be no price adjustment.
3.14 <i>Dispute resolution</i>	In case of a dispute between the service provider & the procuring entity, the same shall be resolved amicably between the parties in the first instance failure to which the dispute shall be referred to arbitration as per the provisions of the Arbitration Act of 1995 (Cap 49) before a single arbitrator to be agreed on by the parties and in failure of such an agreement by the Chairperson for the time being of the Chartered Institute of Arbitrators Kenya Branch and any award given shall be final
3.16 <i>Applicable law</i>	Laws of Kenya
3.18 <i>Notices</i>	State Department of Housing and Urban Development P.O Box 30119-00100 Nairobi, Kenya

SECTION V- TERMS OF REFERENCE FOR TENDER FOR ASSET TAGGING AND BARCODING MANAGEMENT SYSTEM

5.0. DESCRIPTION OF ASSIGNMENT

The State Department for Housing and Urban Development (SDHUD) is seeking to engage a service provider to offer Asset Tagging and Barcoding Management System of SDHUD. The Assets in the SDHUD include computers, printers, furniture, motor vehicles and other office equipment.

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

The samples of the aluminum tags must be submitted alongside the proposals.

The successful bidder shall ensure that the products have a written warranty for at least three (3) 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 SDHUD skills to tag the assets themselves and implement an automated Fixed Assets Register (FAR) that is user-friendly.

5.2. SCOPE OF WORK

- i. Categorizing asset data in terms of physical location, asset category and depreciation class.
- ii. Supply bar code readers as per the specifications in this department.
- iii. Supply aluminum asset tags which are machine readable as specified in this document and tag all the identified assets. The asset tag must be customized with SDHUD Logo.
- iv. Creating asset records on the fixed assets system consisting of all relevant field required in establishing best practice of Fixed Assets Management.
- v. Presenting the final Fixed Assets Register to SDHUD in both the soft and hard copy in the prescribed manner and details. The soft copy should be in simple data base with Export/Import to excel format.
- vi. Building capacity through training on Management of Assets tagging system.
- vii. Provide SDHUD with proper registration and licensing of all software (Application and database) and hardware proposed.
- viii. Identify all assets of the SDHUD. Categorize the data in terms of physical location, asset category and asset depreciation class as stipulated in the Fixed Assets Management Policy and best practice.
- ix. Advise SDHUD on the appropriate asset tagging method and supply the tagging labels.
- x. Supply and implement the most appropriate data capture technology and equipment.
- xi. Tag all assets in each department using the agreed method.

- xii. Carry out electronic data capture by use of bar code scanners.
- xiii. Supply and implement an online tracking of asset movement between locations including automating of asset movement requests, approvals, electronic gate passes and receipt processes with alerts for delays in approvals delivery or confirmation of receipts. The proposed solution should integrate with the Fixed Assets Management System.
- xiv. Create 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.
- xv. Present the final Assets Register to SDHUD in both soft and hard copy giving Asset code, Asset Description, Value and location among other assets.
- xvi. Provide SDHUD with proper registration and licensing of all software (Application and Database) and hardware proposed.
- xvii. Surrender to SDHUD all owner /operator manual for all hardware and software provided in the project.
- xviii. Build capacity through training on Management of Assets.
- xix. Providing in-house capacity development necessary for the support of the system through training.

VI. SHEDULE OF REQUIREMENTS

No.	Description	Quantity	Delivery schedule in weeks/months from issuance of the order
1.	Bar coded tags as per specifications	14,000 (Approximately)	As advised by SDHUD Representative
2.	Bar code readers with integrated software	1	Supply of the goods shall be within four weeks from the date of the LPO
3.	Fully Licensed MS-SQL Server 2019-Enterprise Edition	1	Supply of the goods shall be within four weeks from the date of the LPO
4.	Implementation	1	Implementation shall be within six weeks from the date of the LPO
5.	Training	One off	In house training for an initial 5 staff
6.	Labor for tagging in the 47 counties		Bidder shall quote for service of affixing tag inclusive of Transport and Logistics across all 47 counties in the Republic of Kenya
7.	Post installation support		Bidder shall provide post installation Technical Support Service.

SECTION VII - STANDARD FORMS

Notes on the Standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **Contract Form** - The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
4. **Tender Security Form**- Do not fill in the Tender Security Form.
5. **Performance Security Form**- The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

VIII FORM OF TENDER

Date _____
Tender No. _____

Date of this Bid submission: [insert date (as day, month and year) of Bid submission]
Tender Reference No.: [insert identification]
Tender Description.: [insert description of the tender]

To: [insert complete name of Procuring Entity]
Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver and install asset tagging and bar coding management system under this tender 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,.....(Insert Tender name) in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the SDHUD.

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

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

PRICE SCHEDULE

	Item	Quantity	Unit Cost	Total Costs Inclusive of Taxes
1.	<ul style="list-style-type: none"> • Bar coded tags as per specifications. • Fully Licensed MS-SQL Server (Current Enterprise Edition) • User Licensed fees (If any) • In-house training cost for 5 users • Implementation charge • System Maintenance Charges (If any) • Labor for tagging/Coding inclusive of Transport and Logistics across all 47 Counties in the Republic of Kenya. 	14,000(Approximately)		
	GRAND TOTAL COST INCLUSIVE OF VAT			

Note: In case of discrepancy between unit and total, the unit prices shall prevail. The award will be based on the Grand Total Cost.

We undertake, if our tender is accepted, to provide to supply, deliver and install asset tagging and barcoding management system stated in the tender document in accordance with the schedule rates and delivery timelines specified herein above.

Name of Tenderer.....

Name of Signatory.....

In the capacity of.....

Authorized Signature.....

Company Rubber Stamp/Seal.....

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Name of Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

Part 1 – General

Business Name:.....

Certificate of Incorporation / Registration No.

Location of business premises: Country

Physical address Town.....

Building.....Floor.....Plot No.....

Street / RoadPostal Address.....

Postal / Country Code.....Telephone No's

.....

Fax No's.E-mail address.....

.....

Website.....

Contact Person (*Full Names*) Direct / Mobile No's.....

.....

Title Power of Attorney (**Yes / No**)

If **yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

.....

(Applicable to Local suppliers only)

Local Authority Trading License No. Expiry Date.....

Value Added Tax No.....

Value of the largest single assignment you have undertaken to date (**KShs**)

.....

Was this successfully undertaken? **Yes / No**.(If **Yes**, attach reference)

Name (s) of your banker (s)

.....

Branches Tel. No's.....

Part 2 (a) – Sole Proprietor (if applicable)

Full names.....
Nationality..... Country of Origin.....

Company Profile (*Attach brochures or annual reports in case of public company*)

Part 2 (b) – Partnerships (if applicable) Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.....

2.....

Company Profile (*Attach brochures*)

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public

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

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names Nationality Citizenship Details Shares

1.....

2.....

3.....

4.....

Part 2 (d) – Debarment

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

Full Names.....

Signature.....

Dated thisday of2021.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

.....

Part 2 (e) – 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 thisday of2021.
In the capacity of.....
Duly authorized to sign Tender for and on behalf of.....
.....

Part 2 (f) – Criminal Offence

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

a)

b)

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 thisday of2021.

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

Part 2 (g) – Conflict of Interest

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

a)

b)

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

In the capacity of
.....

Dated thisday of2021.

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

Part 2 (h) – Interest in the Firm:

Is there any person/persons in SDHUD or any other public institution who has interest in the Firm? Yes/No Institution

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

Part 2(i) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give SDHUD authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full name.....

Signature.....

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

the capacity of.....

Dated thisday of2021.

Suppliers' / Company's Official Rubber Stamp

.....

8.3 TENDER SECURITY FORM

Whereas [*name of the tenderer*]
(hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for Asset Tagging and Barcoding Management System (hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank”), are bound unto The State Department for Housing and Urban Development (hereinafter called “the SDHUD”) in the sum of for which payment well and truly to be made to the said SDHUD, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said

Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between

The The State Department for Housing and Urban Development (hereinafter called “the SDHUD) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To

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

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 LETTER OF NOTIFICATION OF AWARD

The State Department for Housing and Urban Development

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify you 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 PRINCIPAL SECRETARY