



KENYA URBAN ROADS AUTHORITY

*Efficient and Safe Urban Roads*

TENDER DOCUMENT FOR PROVISION OF VERIFICATION AND VALUATION  
SERVICES FOR KENYA URBAN ROADS AUTHORITY'S ASSETS

TENDER NO: KURA/RMLF/HQ/308/ 2016-2017

MARCH 2017

GENERAL MANAGER (FINANCE &  
ADMINISTRATION )

KENYA URBAN ROADS AUTHORITY

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SECTION I INVITATION TO TENDER

See tender notice on [www.kura.go.ke/tenders](http://www.kura.go.ke/tenders)

## SECTION II INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. 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 procuring entity's employees, committee members, board members and their relative (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 the Kenya Urban Roads Authority 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 for tenders.
- 2.1.4. Tenderers involved in 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 the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The Kenya Urban Roads Authority shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i. Instructions to tenderers
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract
  - iv. Schedule of Requirements
  - v. Details of 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 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 candidate making inquiries of the tender document may notify the Kenya Urban Roads Authority in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Kenya Urban Roads Authority will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2. The Kenya Urban Roads Authority 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 Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who 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, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## 2.6 Language of tender

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 the Procuring entity, 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

The tender prepared by the tenderer shall comprise the following Components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

## 2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## 2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices 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 customs duties and 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 2.22.

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.

## 2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

## 2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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 tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.



- 2.12.2 The tender security is required to protect the Kenya Urban Roads Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee.
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya Urban Roads Authority as nonresponsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Urban Roads Authority on the Tender Form; or
  - (b) In the case of a successful tenderer, *if* the tenderer fails: (i) to sign the contract in accordance with paragraph 30 or  
(ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Urban Roads Authority as nonresponsive.

2.13.2 In exceptional circumstances, the Kenya Urban Roads Authority 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 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 tenderer shall prepare copies of the tender, 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 unamended printed literature, shall be initialed by the person or persons signing the tender.

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 each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

a) Be addressed to the Kenya Urban Roads Authority at the address given in the invitation to tender

(b) Bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE (day, date and time of closing),"

2.15.2 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". —

2.15.3 If the outer envelope is not sealed and marked as required by paragraph

2.15.1, the Kenya Urban Roads Authority 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 the Procuring entity at the address specified under paragraph 2.15.2 no later than the day, date and time indicated in the tender notice.

2.16.2 The Kenya Urban Roads Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya Urban Roads Authority 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 in the tender box shall be received by the Kenya Urban Roads Authority 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 tender's is received by the Kenya Urban Roads Authority prior to the deadline prescribed for the 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 cable, 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 specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17.5 The Kenya Urban Roads Authority 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 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on the day, date and time indicated in the tender notice and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The Kenya Urban Roads Authority will prepare minutes of the tender opening which will be submitted to the 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 the Kenya Urban Roads Authority 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 shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the Kenya Urban Roads Authority in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## 2.20 Preliminary Examination and Responsiveness

2.20.1 The Kenya Urban Roads Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 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 quantity, 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Kenya Urban Roads Authority may waive any minor informality or nonconformity 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 23, the Kenya Urban Roads Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity'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 the Kenya Urban Roads Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21 Conversion to a single currency

2.21.1 Where other currencies are used, the Kenya Urban Roads Authority 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 The Kenya Urban Roads Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 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.

2.22.3 The Procuring entity'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 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Kenya Urban Roads Authority 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 the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment on a 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. The Kenya Urban Roads Authority may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

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

## 2.23 Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Kenya Urban Roads Authority 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 the Kenya Urban Roads Authority in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderer's tender.

## 2.24 Award of Contract

### a) Post qualification

2.24.1 In the absence of pre-qualification, the Kenya Urban Roads Authority 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Kenya Urban Roads Authority 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 the Kenya Urban Roads Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Kenya Urban Roads Authority 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.

2.24.4 The Kenya Urban Roads Authority 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 procuring entity's action. If the Kenya Urban Roads Authority determines that none of the tenderers is responsive; the Kenya Urban Roads Authority shall notify each tenderer who submitted a tender.

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

## 2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Kenya Urban Roads Authority will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Kenya Urban Roads Authority pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Kenya Urban Roads Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.26 Signing of Contract

2.26.1 At the same time as the Kenya Urban Roads Authority notifies the successful tenderer that its tender has been accepted, the Kenya Urban Roads Authority will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.



## 2.27 Performance Security

2.27.1 Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of 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 the Kenya Urban Roads Authority may make the award to the next lowest evaluated or call for new tenders.

## 2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity 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.

2.28.2 The Kenya Urban Roads Authority 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;

2.28.3 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 THE TENDERERS

1. The appendix to instructions to tenderers is intended to assist the Kenya Urban Roads Authority in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement.
2. The Kenya Urban Roads Authority should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated
  - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

The following information for procurement of services shall complement or amend the provisions of 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.

This Section contains all the factors, methods and criteria that the Employer shall use to evaluate applications. The information to be provided in relation to each factor and the definitions of the corresponding terms are included in the respective Application Forms.

Table 1: Pre- Qualification Checklist for Completeness and Responsiveness.

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Section 8:Schedule 1	- Amount must be indicated - Properly fill and sign
2.	Appendix to Form of Bid	Section 8:Schedule 2	- Form properly sign
3.	Bid security	Section 8:Schedule 4	- In the format provided with all conditions valid for 150 days from the date of opening
4.	Confidential Business Questionnaire	Section 8:Schedule 5	- Properly fill and sign - Provide all required information
5.	Form of Power of Attorney	Section 8:Schedule 6	- Properly fill and sign
6.	Tax Compliance Certificate	Employer's notice	- Copy of certificate Certified by Commissioner for Oaths
8.	Certificate of Incorporation	Employer's notice	- Copy of certificate Certified by Commissioner for Oaths
9.	Priced schedule	Section 8: Schedule 3	- Fill all prices and amounts and counter sign any alteration(s)
10.	Eligibility	Section 8:Schedule 4	- Copies of National ID or passport for all directors
11.	Anti-corruption declaration	Section 8:Schedule 10	- Properly fill and sign
12.	Schedule of Key Personnel	Section 8:Schedule 8	- Properly fill and sign
13.	Similar works Completed Satisfactorily	Section 8:Schedule 9	- Properly fill and sign
14.	Schedule of other Supplementary Information / Financial Standings	Section 8:Schedule 7	- Properly fill and sign
15.	Copy of Bid Document	Clause 2.14.1	- Replica of the original
16.	Serialize all pages in the bid document	Employer's notice	-All pages in the bid document must be serialized.
REMARKS			- Bid document to be complete, properly filled and signed.

## SECTION VII: EVALUATION CRITERIA

### Evaluation and Bids Comparison

Evaluation and bid comparison will start at opening of bids. Preliminary evaluation will be carried out and Bidders who are missing any of the following items shall be considered non-responsive and hence are not considered for further evaluation:-

#### I. PRELIMINARY EVALUATION CRITERIA (MANDATORY)

Refer to requirements in the Tender Notice and the above prequalification checklist.

#### II. TECHNICAL EVALUATION CRITERIA

This stage shall consider all the bids meeting mandatory requirements. The Technical Evaluation shall account for 100% of the total score. Each of the requirements in the bids shall be scored as weighted below:

2.11	Eligibility & Qualification - Technical Evaluation		
		TECHNICAL EVALUATION CRITERIA FOR TENDER FOR VERIFICATION AND VALUATION OF KENYA URBAN ROADS AUTHORITY'S ASSET.	WEIGHT
		(documentary evidence should be given)	
	a	Financial Capability Copies of the audited financial statements signed by a CPA (K) for the last two years (2015, 2016). The statement will provide details of determining the liquidity and solvency of the bidders	10
	b	Specific experience in verification and valuation of assets for contract not less than Kshs 5 Million. <i>At least 5 projects</i> with supporting documents and references	30
	c	Qualification and experience of key personnel proposed to conduct the verification and valuation of assets as per the Terms of References.	25
	d	Program of works for conducting the verification and valuation of assets. The bidder is expected to give a program of works listing the sequence of events and proposed timelines	15

e	A detailed methodology for undertaking the verification and valuation of assets in line with the given terms of references	20
	TOTAL	100
To be considered technically responsive the tenderers must score a minimum of 70% of the total 100 points summarized above.		

Only the bidders who pass the technical evaluation with a score of 70% and above will proceed to financials evaluation stage.

## 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 Kenya Urban Roads Authority 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” means to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya Urban Roads Authority under the Contract.
- d) “The Procuring entity” means the organization sourcing for the service under this Contract.
- e) “The contractor means the individual or firm providing the service 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

### 3.2 Application

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

### 3.3 Standards

- 3.3.1 The provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### 3.4 Patent Right's

The tenderer shall indemnify the Kenya Urban Roads Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the under the contract or any part thereof.

### 3.5 Performance Security

3.5.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Kenya Urban Roads Authority the performance security where applicable in the amount specified in Special Conditions of Contract.

3.5.2 The proceeds of the performance security shall be payable to the Kenya Urban Roads Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract, which is Kenya shillings and shall be in the form of a bank guarantee.

3.5.4. The performance security will be discharged by the Kenya Urban Roads Authority 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.

### 3.6 Inspections and Tests

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

3.6.2 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.

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

3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.7 Payment

3.7.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### 3.8 Prices

Prices charged by the contractor for performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices 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 amendment signed by the parties.

### 3.9 Assignment

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

### 3.10 Termination for Default

The Kenya Urban Roads Authority 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 provide any or all of the within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Kenya Urban Roads Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Kenya Urban Roads Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, similar to those undelivered, and the tenderer shall be liable to the Kenya Urban Roads Authority for any excess costs.

### 3.11 Termination of insolvency

The Kenya Urban Roads Authority 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 produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.



### 3.12 Termination for convenience

3.12.1 The Kenya Urban Roads Authority 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 the Kenya Urban Roads Authority convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the Kenya Urban Roads Authority may elect to cancel the and pay to the contractor on agreed amount for partially completed.

### 3.13 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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.

### 3.14 Governing Language

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.

### 3.15 Force Majeure

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.

### 3.16 Applicable Law

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

### 3.17 Notices

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 E-mail and confirmed in writing to the other party's address specified in the SCC

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

### Notes on Special Conditions of Contract

The clauses in this section are intended to assist the Kenya Urban Roads Authority in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of required.

In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complements provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be Incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## SECTION V: SPECIAL SPECIFICATIONS

### 5.1 GENERAL

Special specification is supplementary to the Standard Specifications and the two must be read in conjunction. In any case where there appears to be conflict between the two then the Special Specifications will take precedence.

### 5.2 DESCRIPTION OF CONTRACT

#### 5.2.1 BACKGROUND

Kenya Urban Roads Authority (KURA) wishes to procure the services of valuation of KURA Assets. This is due to the fact that some of her Assets have been depreciated to Zero in the books of accounts but they are still in use. In case of revaluation of Assets, The International Public Sector Accounting Standards (IPSAS) requires the whole class to be valued.

#### 5.2.2 SCOPE:

The scope covers all assets that the Authority's has at the Head Office, Ten (10) Regional Offices and Projects.

The head office is located at IKM place, 5<sup>th</sup> Ngong Avenue.

The authority's ten regional offices are as listed below:

Region Name	Location
1. Nairobi	Machakos Road, Nairobi
2. Lower Eastern	Machakos
3. Central	Nyeri
4. Upper Eastern	Meru
5. North Eastern	Garissa
6. Coast	Mombasa
7. South Rift	Nakuru
8. North Rift	Eldoret
9. Nyanza	Kisumu
10. Western	Kakamega

### 5.2.3 TERMS OF REFERENCE

1. The consultant shall do comprehensive and complete physical verification of all fixed assets and reconciliation with the existing asset register.
2. The consultant shall tag all fixed assets that do not have aluminum barcode tags and provide a listing of newly tagged assets
3. The consultant shall attach an open market value and insurance value to each asset, and disclose the basis of valuation.
4. The consultant shall identify and indicate any obsolete assets captured, and assign a valuation for them separately.
5. The consultant shall come up with a comprehensive Asset Register in accordance with the specified format. By the client(should be integrated in the AX system)
6. There should be a provision for the Contractor to provide additional bar codes for asset tagging during the duration of the Contract

### 5.2.4 DELIVERABLES

The key deliverable for the provision of these services is as below (but not limited to the below):

The service provider is to provide a valuation report that must be detailed and comprehensive. 5 well bound printed hardcopies of the report shall be presented in addition to the Soft Copies of the same presented on clearly labeled CDs in both editable (Ms Excel) and non-editable (PDF) format.

The valuation report (both hardcopy and soft copy) should include:

- i. Description of asset-Include photos of asset
- ii. Asset Location
- iii. Asset Serial Number (Where Applicable)
- iv. Asset Status- in service/obsolete
- v. Asset Category
- vi. Asset Sub Category
- vii. Open Market Value
- viii. Insurance Value
- ix. For Land: Include confirmation of survey maps and remarks on conformity to plans.

For stations: Include throughput records for each product used in Valuation.

- x. Any other relevant remarks for the asset.

SPECIAL CONDITIONS OF CONTRACT WITH REFERENCE TO THE GENERAL CONDITIONS OF CONTRACT.

General conditions reference	Special conditions of contract
4.1	<i>Performance Security</i> <i>5% of Contract Sum in the Form of Bank Guarantee drawn by a bank licensed and operating in Kenya</i>
4.2	<i>Payment</i> <i>The payment terms are for a credit period of thirty (30) days from the date when the invoices are received at Kenya Urban Roads Authority; and upon confirmation of satisfactory receipt of services. This will be as follows:</i>  <i>(i) 30% on presentation of inception Report</i> <i>(ii) 20% on presentation of Draft Report</i> <i>(iii) 50% on Presentation of Final Report</i>
4.3	<i>Resolution of Disputes</i> <i>The provisions of the arbitration act of the laws of Kenya shall apply.</i>

## SECTION VII- STANDARD FORMS

### Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Kenya Urban Roads Authority pursuant to instructions to tenderers clause 12.3
3. 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 Kenya Urban Roads Authority in accordance with the instructions to tenderers or general conditions of contract.
4. 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 Kenya Urban Roads Authority and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## SECTION VIII - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Declaration form



SCHEDULE 1: 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 Nos.....  
*[insert numbers, the of which is hereby duly acknowledged,*  
we, the undersigned, offer to  
provide..... *[description*  
*of* /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 in accordance with the 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 Kenya Urban Roads Authority.

4. We agree to abide by this Tender for a period of 90 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 bids on behalf of (Name of Tenderer) .....

.....

(Address of Tenderer).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....

SCHEDULE 2: Appendix to Form of Bid

CONDITIONS OF CONTRACT	AMOUNT
Bid Security (Bank Guarantee)	An amount of Kshs. 50,000.00
Amount of Performance Security (Unconditional Bank Guarantee)	5 per cent of Tender Sum in the form of Unconditional Bank Guarantee
Time for completion of contract	2 months
Notice to Employer	The Employers address is: The Director General, Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100  NAIROBI

Signature of Tenderer..... Date .....

SCHEDULE 3: PRICE SCHEDULE OF SERVICES

Name of Tenderer:.....

Tender Number:.....

1	2	3	4	5	6	7
Item	Description	Quantity	Duration	Unit Price	Total Price (inclusive of taxes where applicable) (cols. 3x5)	Unit Price of other incidental services payable
1.	Verification and Valuation					
2.	Disbursements (Total for all Regions)	N/A	N/A	N/A		
3.	Professional fee	To be charged as per the Third Schedule of Legal Notice No. 92, Valuers Act, Cap. 532. <i>Valuers (Forms and Fees) (Amendment) Rules, 2011.</i>				
AMOUNT TO BE CARRIED TO FORM OF BID						

The prices given should be in the format above (but not limited to the format).

The prices given should be exhaustive and where the tenderer has additional proposals then these are to be put as a separate attachment but will not form part of the tender evaluation.

(Clearly indicate the percentage of the taxes chargeable)

Signature of tenderer \_\_\_\_\_

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

SCHEDULE 4: TENDER SECURITY FORM

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....

[name and/or description of the ]

(hereinafter called “the Tenderer”).....

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

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”)are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of

.....

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of 20\_\_\_\_\_.

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Kenya Urban Roads Authority 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 Kenya Urban Roads Authority up to the above amount upon receipt of its first written demand, without the Kenya Urban Roads Authority having to substantiate its demand, provided that in its demand the Kenya Urban Roads Authority will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[signature of the bank]

REPUBLIC OF KENYA

SCHEDULE 5: CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business name.....

Location of business premises.....

Plot No. ....Street/Road .....

Postal Address..... Tel No. .... Email address .....

Nature of business.....

Current Trade Licence No. ....Expiring date .....

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

Kshs.....

Name of your bankers .....

Branch.....

Part 2(a) - Sole Proprietor:

Your name in full .....

Age.....

Nationality .....Country of origin .....

\*Citizenship details .....

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details•	Shares
------	-------------	----------------------	--------

1. ....

2. ....

3. ....

Part 2(c) - Registered Company:

Private or Public .....

State the nominal and issued capital of the company-

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows:

Name	Nationality	Citizenship Details•	Shares
------	-------------	----------------------	--------

1. ....

2. ....

3. ....

*Attach proof of citizenship (Compulsory)*

- *Attach certified copy of Form CR12 (Compulsory)*

I certify that the information given above is correct.

.....

Date	Signature of Bidder
------	---------------------

Part 3: Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority (KURA) who has interest in this firm? Yes /No\*\* .....

I certify that the information given above is correct.

.....

Date	Signature of Bidder
------	---------------------

\*\* Delete as necessary

SCHEDULE 6: FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

Alternate:

.....  
(Name of Bidder's Representative in block letters)

.....  
(Address of Bidder's Representative)

.....  
(Signature of Bidder's Representative)

\*To be filled by all Bidders.

\*Both representative and alternate must attach copy of National Identification card or Passport.



SCHEDULE 7: FINANCIAL STANDING

- 1 Submit copies of audited profit and loss statements and balance sheet for the last five calendar years and estimated projection for the next two years with certified English translation where appropriate.
- 2 Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

	Year 1(.....)	Year 2(.....)
	Ksh.	Ksh.
Projects		
Other ICT Related works		
Other (specify)		
Total		

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST TWO (2) FINANCIAL YEARS.

	Year 1(.....)	Year 2(.....)
	KShs.	KShs.
1. Total Assets		
2. Current Assets		
3. Bank Credit Line Value		
4. Total Liabilities		
5. Current Liabilities		
6. Net Worth (1-4)		
7. Working capital (2+3-4)		

(a) Name/ Address of Commercial Bank providing credit line

.....  
 .....

(b) Total amount of credit line KShs.....

Attach a certified copy of Undertaking of the Bank to provide the credit.

(c) Attach bank statements for the last Two (2) months

OTHER SUPPLEMENTARY INFORMATION

Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

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

Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

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

Name, address, telephone, telex, fax numbers and email of the Bidders Bankers who may provide reference if contacted by the Contracting Authority.

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

I certify that the above information is correct.

.....  
Date

.....  
Signature of Bidder

(To be signed by authorized representative and officially stamped)

SCHEDULE 8: KEY PERSONNEL

DESIGNATION	NAME	STATION/REGION/OFFICE	SUMMARY OF QUALIFICATIONS AND EXPERIENCE		
			Qualifications	General Experience (Yrs)	Specific Experience (Yrs)
Partner/Director or other key staff (give designation)					
Technical Manager or equivalent					
Technical support Staff					

Note: The Bidder shall list in this schedule the key personnel he will employ from the Contractor’s headquarters and from the Contractor’s Regional offices to direct and execute the work together with their qualifications, experience and position. Bidders shall attach certified copies of academic certificates, and CVs of all key staff.

I certify that the above information is correct.

.....  
(Signature of Bidder)

.....  
(Date)

SCHEDULE 9: SCHEDULE OF SIMILAR CONTRACTS CARRIED OUT BY THE BIDDER IN THE LAST THREE YEARS

COMPLETED PROJECTS

DESCRIPTION OF WORKS	NAME OF CLIENT	VALUE (KSHS) *	<i>YEAR COMPLETED/ REMARKS</i>

Note: Bidders shall attach certified copies of letters of award (for each listed project) and any evidence to show they completed the contract.

I certify that the above works were successfully carried out by this Bidder.

.....

(Signature of Bidder)

.....

(Date)

SCHEDULE 10: ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We ..... of Post Office Box  
..... declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We ..... Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No.

..... for or in the subsequent performance of the contract if I/We am/are successful.

Signed by ..... C.E.O. or Authorized Representative.

Name .....

Designation.....

Signature.....

Date.....

In case of sub-contracting

Signed by ..... CEO of the firm to be subcontracted

Name.....

Designation.....

Signature.....

Date.....

*(To be filled after award of contract)*

SCHEDULE 11: CONTRACT FORM

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

WHEREAS the Kenya Urban Roads Authority 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) the Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Kenya Urban Roads Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya Urban Roads Authority to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Kenya Urban Roads Authority 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 the Procuring entity

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

in the presence of \_\_\_\_\_

SCHEDULE 12: PERFORMANCE SECURITY FORM

To: .....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ 20 \_\_\_\_\_

to

supply.....

[Description ](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]*

*(Amend accordingly if provided by Insurance Company)*



SCHEDULE 13: LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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

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

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

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

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

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

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

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

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA  
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICA  
NT 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.
- etc.

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

- 1.
- 2.
- etc

SIGNED

.....(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on .....  
day of

.....20.....

SIGNED

Board Secretary