



KENYA URBAN ROADS AUTHORITY

Efficient and Safe Urban Roads

TENDER DOCUMENT FOR

SET-UP OF TRAFFIC MANAGEMENT CENTRE AND CONNECTIVITY

TENDER NO: KURA/RMLF/HQ/310/ 2016-2017

MAY 2017

GENERAL MANAGER (P&E)

KENYA URBAN ROADS AUTHORITY

P.O.BOX 41727-00100

NAIROBI

DIRECTOR GENERAL

KENYA URBAN ROADS AUTHORITY

P.O.BOX 41727-00100

NAIROBI

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SECTION I INVITATION TO TENDER

(See tender notice on 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 Procuring entity 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 procuring entity 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 Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity 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 procuring entity 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 15% of the original contract price.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings.

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to 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 as indicated in the Appendix to Form of Bid. The tender security shall be in form of bank guarantee only.

- 2.12.2 The tender security is required to protect the Procuring entity 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 Procuring entity as non-responsive, 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 procuring entity 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 90 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 Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity 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 two 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 un-amended 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 Procuring entity 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),"

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity 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 (*day, date and time of closing indicated in the tender notice*)

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, (*day, date and time of closing 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 procuring entity 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 procuring entity 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 procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity 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 procuring entity 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 2.2.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

The Procuring entity 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 Procuring entity 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 procuring entity 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 procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity 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 procuring entity determines that none of the tenderers is responsive; the procuring entity 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 Procuring entity 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 procuring entity 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 thirty (30) 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. The Performance Security shall be in the form of unconditional bank guarantee.

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 Procuring entity 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 procuring entity 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 procuring entity 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 procuring entity 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.

Appendix A: Pre- Qualification Checklist for Completeness and Responsiveness.

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

Appendix B

Reference Clause

1.1 The name of the Client is:

*Director General,
Kenya Urban Roads Authority*

1.2 Technical and Financial Proposals are requested: *Yes*

A Technical Proposal only is requested: *No*

The name, objectives, and description of the assignment are:

SET-UP OF TRAFFIC MANAGEMENT CENTRE AND CONNECTIVITY

1.3 A mandatory pre-tender conference will be held: *Yes on the date and time indicated in the Tender Notice, or any subsequent Tender Addenda.*

1.4 The Client shall also give assistance to facilitate the timely granting of the Consultant and his personnel of:

- i). Unobstructed access to all sites and locations involved in carrying out the services.
- i) The Consultant will be responsible for determining the number of professional staff months to be assigned for any activity.
- ii) The duration required to complete the assignment is: Fifteen (15) months.
- iii) The minimum required experience in years of proposed professional staff is detailed in the Terms of References under Personnel requirements.

This minimum required experience in years of proposed professional staff is detailed in the Personnel requirements.

3.4 Training is a specific component of this assignment: *YES. Train Two (2) Client's Staff*

3.7 Taxes:

The Consultant/Contractor shall be liable to pay all taxes, duties and levies including VAT in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.

4.2 Consultants **MUST** submit *1 (One)* original and *2 (Two)* additional copies of each proposal.

4.3 The proposal submission address is:

Director General
Kenya Urban Roads Authority
IKM PLACE, 5th Ngong Avenue, Opposite Bishops Gate
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844

The outer envelope shall also be clearly marked:

**SET-UP OF TRAFFIC MANAGEMENT CENTRE AND
CONNECTIVITY**

TENDER NO: KURA/RMLF/310/2016-2017

4.4 Proposals should be submitted not later than the following date and time:

The date and time indicated in the Tender Notice or any subsequent Addenda

5.1 The address to send information to the Client is:

Director General
Kenya Urban Roads Authority
IKM PLACE, Bishops Road,
P. O. Box 41727 – 00100, GPO, NAIROBI
Tel: 254 – 020 – 8013844

5.3 The minimum Technical Score required to pass is *75%*. Any bidder scoring less than *75%* shall be disqualified. Any bidder not providing any of the required documents shall be disqualified.

5.9 Alternative formulae for determining the financial scores is the following: *None*
Selection Criteria shall be Quality and Cost Based (QCB).

7.2 Commencement of Assignment: *Seven (7) days after order to commence*

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 appendix to instructions to tenderers.

II. TECHNICAL EVALUATION CRITERIA

Each of the requirements in the bids shall be scored as weighted below:

Criteria	Max Score
<p>Tenderer responsiveness to technical requirements</p> <ol style="list-style-type: none"> 1) Clause by clause commentary on technical specifications demonstrating substantial responsiveness of the goods to be supplied. Relevant manufacturers' brochures for items in the technical schedule with equipment to be supplied highlighted and meets specification. 2) System Capabilities based on technical and functional requirements. 3) Show the methodology of deployment (roll out, implementation and testing plans) 4) Manufacturers' Authorization or partnership agreement 	50 Marks
<p>Experience and capacity</p> <ol style="list-style-type: none"> 1) Provide at least three (3) completion certificates for recent (last three years to date) for awards of similar nature and magnitude: (Each letter of Award/Contract – 2mrks) (3 x2) = 6 mks 2) Recommendation letter from at least four (4) current (from 2013- to date) clientele for assignments of similar nature and magnitude: (Each Recommendation letter = 1mk)(4x1) = 4mks 	10 Marks
<p>Staff Experience</p> <p>Qualification and Experience of key management and technical personnel. (CVs, Copies of certificates certified by a Commissioner of Oaths)</p> <ol style="list-style-type: none"> 1) Project Lead/ Manager (4 marks): 5+ years =4 mks, 4 years =3 mks, 3 years =2 mks, 2years =1 mks 	20 Marks

<p>2) Number of technical support staff available for the project (8 marks) 5+ staff= 8 marks, 4= 6 marks, 3=4 marks, 2= 2marks</p> <p>3) Each of the technical support Team members (as above) must have a relevant certification in regard to the project. (8 marks)</p>	
<p>Support</p> <p>1) Availability of proper representative and /or workshop for service/repair and maintenance (should indicate their Names, Location and addresses);</p> <ul style="list-style-type: none"> ▪ Within Nairobi = 5 marks ▪ Outside Nairobi/Abroad = 2 marks ▪ Not Indicated = 0 <p>2) Post commissioning free support and service period offered (Attach proposal)</p> <ul style="list-style-type: none"> ▪ 1 year = 5 marks ▪ Less than 1 year = 2 marks ▪ Not indicated = 0 	10 Marks
<p>Financial soundness</p> <p>The Bidders to submit certified copies of the audited accounts for the past three (3) financial years</p>	10 Marks

Only the bidders who pass the technical evaluation with a score of 75 marks and above will proceed to financials evaluation stage.

The Qualifications of the staff shall be as outlined below;

Project Manager

Must have a Bachelor’s Degree in ICT or related field plus relevant professional certification in project management.

Experience: Project Manager to have at least 8 Years’ experience undertaking related projects

Technical Manager

Must have a Bachelor Degree and at least 8 Years’ experience in designing and implementing Professional qualifications in data center design and implementation

Technical Support Staff

At least 1 No. Civil engineer and 2 No. IT staff who must be permanent staff.

Each of the technical support Team members must have at least a university degree in civil engineering and in Computer Science or Information Technology, or a related Degree with relevant IT certification and has demonstrated competence.

Required Experience: Technical staff to have at least 4 Years undertaking related projects.

I. FINANCIAL EVALUATION

The bidders are required to fill the price schedule. Only the bidders who will pass the preliminary and technical evaluation will proceed to the financial evaluation stage.

Price Schedule Form

							Date: _____	
							Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b) (i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
							Total Price	

Name of BidderSignature of Bidder

The Financial Capability Formula shall be computed using the stated formula below:-

$$\text{Financial Capability Formula} = (\text{Lbp}/\text{Bp} * 100)$$

Where;

Lbp= Lowest Bided Price

Bp = Bidder's Price

II. FINAL EVALUATION

The Candidates financial bids will be ranked according to their combined Technical Evaluation Score (TE) and Financial Evaluation Score (FE). The formula for the combined scores shall be as follows;

TE = Technical Evaluation Score-100%

FE = Financial Evaluation Score-100%

$$\text{Successful bidder (Highest ranked Bidder)} = \frac{\text{Financial Evaluation} + \text{Technical evaluation}}{2}$$

$$\text{Successful Bidder} = (\text{TE} + \text{FE})/2$$

The candidate achieving the highest combined technical and financial score will be recommended for award of the tender.

SECTION III CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract, Part I: General Conditions shall be those forming Part I of the “Conditions of Contract for Works of Civil Engineering Construction,” fourth edition 1987, reprinted in 1992 with further amendments, prepared by the *Fédération Internationale des Ingénieurs-Conseils* (FIDIC). These Conditions are subject to the variations and additions set out in Part II hereof entitled “Conditions of Particular Application.”

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Facsimile: 41 21 653 5432
Telephone: 41 21 653 5003

SECTION IV SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT – PART A

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The” means to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the under this Contract.
- e) “The contractor means the individual or firm providing the 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 Procuring entity 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

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

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

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of an unconditional bank guarantee.

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

3.6 Inspections and Tests

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

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 Procuring entity 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 Procuring entity 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 Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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 Procuring entity for any excess costs for such similar.

3.11 Termination of insolvency

The procuring entity 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 procuring entity 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 procuring entity 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 procuring entity may elect to cancel the contract 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.

SPECIAL CONDITIONS OF CONTRACT – PART B

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity 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 complement 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.

SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

Special conditions of contract with reference to the general conditions of contract are as follows:

1. Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
2. Implementation support: The successful tenderer will be required to offer post implementation support and training for the project to ensure that all the benefits associated with procuring the hardware, software and licenses pass to the client.

SECTION V: TECHNICAL AND FUNCTIONAL SPECIFICATIONS

OVERVIEW OF KURA

Kenya Urban Roads Authority (KURA) as established by the Kenya Roads Act, 2007 is mandated with the responsibility to manage, develop, rehabilitate and maintain all public roads in cities and municipalities in Kenya. KURA is placed under the Ministry of Roads.

The Authority is expected to play a critical role in enabling the government to achieve its development agenda guided by the country's development framework envisioned in the Vision 2030.

ORGANIZATION STRUCTURE

In order to achieve its mandate efficiently and effectively, KURA has established four departments, each headed by a General Manager and 3 departments which report directly to the director general. The functions and /or mandate of these departments and their on-going activities can be found in our website: www.kura.go.ke. Currently the authority has approximately 300 employees working in headquarters and the 10 regional offices.

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

SECTION VI: SCHEDULE OF REQUIREMENTS

Lot 1

The scope of works includes but not limited to the following:

- 1) Installation of security doors with fire classification as below;
 - a. ½ Hour Thermal Insulation time
 - b. ¾ Hour Stability
 - c. 1 Hour Integrity
- 2) Cable trays/runs design and implementation

Lot 2

- 1) Supply, Install and commission server room environmental monitoring system for temperature, humidity, liquid leaks and smoke complete with associated accessories to complete the system
- 2) Supply install and commission automatic heat detection and clean agent fire suppression system complete with associated accessories as per attached specifications
- 3) Supply install and commission of air conditioning system complete with associated accessories to complete the system as per attached specifications

Lot 3

- 1) Supply, install and commission IP based surveillance cameras complete with associated accessories as per the specifications attached. The video surveillance system must be scalable from one to thousands of cameras.
- 2) Supply, install and commission access control units complete with associated accessories as per the specifications attached
- 3) Supply, install and commission network video controller (NVR) complete with associated accessories as per the specifications attached

Lot 4

- 1) Supply and commission of connectivity between traffic management center (TMC) located at KURA headquarters and eight selected junctions as per attached specifications
- 2) Supply and installation of 8 nos. electrical meter boxes as per attached specifications

Maintenance for Lot 1 – Lot 3 shall be carried out for twelve (12) months post commissioning.

General Conditions

These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues and any other information for the products they intend to supply.

Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement as follows:

- Fully compliant (FC)
- Not compliant (NC)

The bidder shall supply and install all accessories, whether described in the specification or not, essential to the completion of the works to the satisfaction of the Authority. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detailed writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

Bidders MUST append official company stamp and authorized signature on all attached technical data sheets.

The bidders are requested to present information along with their offers as follows;-

- i. Shortest possible delivery period of each product
- ii. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

Lot 1 – Civil Works

Technical Specifications for the Office Partitioning and Raised Floor

Item	Description	Bidder response (FC/NC)
Room partitioning	Supply, install and commission powder coated aluminum partition infill with double glazed, toughened 10mm thick glass 3820mm x 2660mm x 2700mm c/w frameless single leaf toughened glass door 900mm x 2400mm for the server cubicle	
	Supply and install double leaf fire rated steel door complete with heavy duty door closure. Dimensions: 1400mm x 2050mm x 50mm thickness	
	Supply and install single leaf fire glass door complete with heavy duty door closure	

Lot 2 – Environmental Monitoring and Control System

Technical Specification for Supply, Installation and Commissioning of Environment Monitoring and Control Systems

Special Requirements

In row precision air conditioners should have the low load dehumidification function, can realize the lowest 10% of IT load and stable dehumidification under 95% RH to reduce the risk of condensing when data center device run at low load under high humidity.

Energy-saving requirement: An ambient temperature of 35°C, the Power Usage Effectiveness (PUE) should be equal to or less than 1.6.

Lightning protection level: CLASS II/grade C, 8/20us.

Configuration requirement: In-row air conditioners are used in contained modules to meet the demand of efficient cooling and energy conservation.

Sealed skylight opening method: A skylight is controlled by electromagnetic actuator while sealed. It will automatically open when there is a fire alarm, and can also be opened manually for easy maintenance.

Cooling mode: Adopt air-cooled in-row precision air conditioners.

Monitoring function: Support aisle monitoring and access monitoring.

Cable outlet mode: Support cable routing on the top of a cabinet.

Containment flexibility requirement: Support cold/hot aisle containment.

Rodent-proof requirement: Provide rodent-proof bottom panels.

Convenience requirement for operation and maintenance: Power distribution, cooling system and personal operation screen of a module should be installed on the same side for convenient maintenance and operation.

1. Cooling system

Item	Description	Bidder response (FC/NC)
Capacity (BTU)	>= 85,000	
Type	Split floor standing In-Row air conditioning unit (precision Air conditioning)	
Operating ambient temperature	-20 ~ +55	
High efficiency	20%~100% step-less regulation DC inverter scroll compressor	
Functions	<ul style="list-style-type: none"> • Temperature Control • Airflow Direction Control(Left & Right) • Remote Controlled Type • Auto Operation • Moisture removal • Should display the detailed fault operation and maintenance advices on the control panel • The recorded history of alarms messages should not be less than 500 	
Sound /noise level	The condensing unit should operate with minimal noise levels	
Piping connections	Copper pipe work complete with approved lagging for connection between the indoor and outdoor unit	
Power Miniature Circuit Breaker (MCB)	40A TP MCB to fit into the supplied consumer unit.	
Power stabilizer	AVS 40 per AC unit	
Maintenance	Quarterly maintenance inclusive of labour, service parts, oil and gas (Attach Service Level Agreement (SLA))	

Warranty	3 years warranty	
Certification	Manufacturer must be ISO9001 certified, and the product must be CE, REACH & RoHS certified.	

2. Fire detection and suppression

Item	Description	Bidder response (FC/NC)
Automatic fire detectors	<p>The detector will have combined scattered light smoke detector and temperature detector for early detection of smouldering or open fires without smoke formation.</p> <p>Basic features:</p> <ul style="list-style-type: none"> • Fire alarm triggered by smoke or heat • Smoke sensor with CUBUS levelling for automatic adaptation to environmental conditions. • Sensitivity towards smoke and heat class can be set Temperature based smoke evaluations • 2 level contamination detection • Integrated short circuit isolator • Alarm filter for reducing the number of deceptive alarms • Operating voltage 12 to 30 V DC • Quiescent current 120µA • Signal transmission serial 2 wire technology • Smoke sensitivity to EN-7 • Heat sensitivity to EN 54-5 • Protection category IP 44 	
Audio visual alarm	Loop flashing light specifications:	

devices	<ul style="list-style-type: none"> • Operating voltage - 12 to 30 VDC • Alarm current - max 3.7mA @24VDC • Quiescent current - 500µA • Signal transmission - serial, 2 wire technology • Flashing frequency - 0.5 Hz (slow) or 1 Hz (fast) • Short circuit isolator - integrated • Protection category - IP 21c • Ambient temperature - 10 to +50 C • Colour - red 	
Audible alarm devices	<p>The alarm signalling device offers a selection of 32 acoustic signals</p> <ul style="list-style-type: none"> • Operating voltage -12 to 30 VDC • Alarm current@12 VDC - approximately 7mA • Sound level @24 VDC - 103dB • Colour - red • Housing - ABS V0 	
Extinguishing control panel	<ul style="list-style-type: none"> • Compact extinguishing panel controlled by double microprocessor. • Easy configuration by means of inbuilt micro switches • Input circuit for flow and low pressure and open door monitoring. • Countdown timer display which indicates the seconds left for release. • Operating modes: Automatic, manual and disabled. • Relays for pre-alarm, alarm in extinguishing progress and fault relay 	

	<ul style="list-style-type: none"> • Software for status visualization from PC with remote connection 	
Maintenance	Quarterly maintenance inclusive of labour, service parts, oil and gas (Attach Service Level Agreement (SLA))	

3. Aisle Containment

A contained cold or hot aisle consists of skylights, end doors, and cabinets. The skylight adopts the flat structure. Cameras, temperature and humidity (T/H) sensors, smoke detectors, aisle lighting infrared sensors, and hand holes for fire control nozzles can be installed on the control skylights at both ends. The skylights at the middle can be fixed or rotational (automatically controlled by an electromagnetic actuator). The skylight opening signal was interlocked with the fire alarm signal. An electronic lock is triggered based on the fire control status. Rotating skylights automatically open under gravity so as to ensure the fire extinguisher can enter the contained cold aisle in the case of a fire. After the skylights are open, the net height of the cold aisle is higher than or equal to 2000 mm and has no negative impact on normal maintenance and personnel safety.

4. Cabinet

A server cabinet features front air inlet and rear air outlet.

IT cabinet dimensions: 600 x 1200 x 2000;

Cabinet doors and side panels are removable. The doors are flexible to rotate, open, or close. The opening angle of a door should not be less than 110°. The rear door should be an outward opening door. The front door has a single door panel, and the rear door has double door panels to open.

Meet the IEC 60297-2, ANSI/EIA RS-310-D standards and is compatible with the 19" international standard.

5. Monitoring System

Each micro-module must provide an integrated environment and power monitoring interface to realize continuously monitoring for the power supply and distribution, UPS, air conditioning, temperature and humidity, water leakage, smoke, video surveillance, and access control devices. When a parameter is abnormal or a component fails, the monitoring system generates alarms in colors, e-mail, SMS, or sound. Historical data and alarm events

are recorded. All monitoring information is reported to the management platform over the standard SNMP interface. Device information can be viewed using an app on a mobile device in real time to support mobile operation and maintenance. To ensure uniform planning, management, and commissioning, the micro-module monitoring system and the micro-module shall be from the same brand.

1. Temperature and humidity monitoring: Detects the environment temperature and humidity within the module.
2. Water leakage monitoring: Detects water leakage near a water source in the module.
3. Smoke monitoring: Monitors smoke concentration in a module in real-time.
4. UPS monitoring: Monitors the UPS main input voltage, UPS bypass input voltage, UPS output voltage, UPS output current, UPS output frequency, UPS module output current, battery voltage, and charge/discharge current.
5. Precision air conditioner monitoring: Monitors and diagnose the air conditioner operating status in an all-round and real-time manner, and monitors the operating status and parameters of components, such as compressors, fans, heaters, humidifiers, dehumidifiers, filters, and so on.

Lot 3 – Security

Technical Specification for Access Control and Surveillance Systems

Summary of Components

- 1) 6 IP Megapixel Cameras
- 2) Video Recording Equipment
- 3) Licenses
- 4) Active Components; edge PoE switches
- 5) Passive components; patch panels, cable organizers, patch cords
- 6) Accessories and Installation Materials (Bidders to itemize as necessary)

1. Surveillance Cameras

Item	Description	Bidder response (FC/NC)
Image Sensor	1/2.7" 2.1-megapixel progressive scan CMOS	
Min. Illumination	Multicolor: 0.11 lux (F1.2 equivalent, AGC ON, 1/30s shutter speed) B/W: 0.055 lux (F1.2 equivalent, AGC ON, 1/30s shutter speed)	
Shutter Speed	1/3 s to 1/10,000 s	
Lens	2.8 mm to 12 mm, Horizontal: 36° (Tele) to 106° (Wide) Vertical: 20° (Tele) to 57° (Wide)	
Lens Mount	M12	
Day & Night	IR cut filter with auto switch	
Wide Dynamic Range	120dB	
P&T rotation	Pan: 0°~ 356°, Tilt: 0°~ 75°, Rotation: 0°~ 356°	
Video Compression	H.265: Main Profile 5.1 H.264: High Profile 4.2/Main Profile 4.2/Baseline Profile 4.2 (supports profile switchover) MJPEG	
H.264 Type	Main Profile	
Video Bit Rate	32 Kbps ~ 16 Mbps	

Dual streams	Support	
H.264 Type	Main Profile	
Video Bit Rate	32 Kbps ~ 16 Mbps	
Dual streams	Support	
Network Storage	NAS (Support NFS, SMB/CIFS), ANR	
Detection	Tripwire detection, loitering detection, intrusion detection, abandoned object detection, removed object detection	
Protocols	TCP/IP, UDP, ICMP, HTTP, HTTPS, FTP, DHCP, DNS, DDNS, RTP, RTSP, RTCP, PPPoE, NTP, UPnP, SMTP, SNMP, IGMP, 802.1X, QoS, IPv6, Bonjour	
Communication	1 RJ45 10M/100M Ethernet port	
On-board storage	Built-in Micro SD/SDHC/SDXC slot, up to 64 GB	
Alarm interface	1x alarm I/O	
Audio interface	1x audio I/O	

2. Access Control

Item	Description	Bidder response (FC/NC)
Capacity	Finger print: 3000 templates Transactions: 30,000	
Display	3.5in TFT LCD Colour display	
Access Control Interface	3rd party electric lock, Door sensor, Exit button, Alarm, Door bell	
Communication	Ethernet, Weigand Input and Output, RS485, USB Host	
Biometric performance	Fingerprint matching algorithm which provides less than 1.5 second user recognition	
Additional features	Emergency break glass unit Heavy duty door closure units Override key switch Scalable and with functionality to integrate with	

	Active Directory	
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3. Network Video Controller (NVR)

Item	Description	Bidder response (FC/NC)
Management software	Multi-level structure management software	
IP Video input	32 Channels	
Incoming bandwidth	80 Mbps	
Outgoing bandwidth	80 Mbps	
Monitoring outputs	1x HDMI, 1 VGA Resolution (via either output): 1920 x 1080p at 60 Hz, 1600 x 1200 at 60 Hz, 1280 x 1024 at 60 Hz, 1280 x 720 at 60 Hz, 1024 x 768 at 60 Hz	
Recording resolution	1080p, 720p, 4CIF, CIF	
Audio output	1-ch, RCA (Linear, 1 K Ω)	
Decoding format	H.264, MJPEG (2 frames), H265, and SAVC	
Network protocols	TCP/IP, DHCP, HIK Cloud P2P, DNS, DDNS, NTP, SADP, SMTP, NFS, iSCSI, UPnP™, HTTPS	
Hard Disks	12 x 3.5" SATA disks 4 TB	
External Interface	1 RJ-45 10/100/1000 Mbps self-adaptive Ethernet interface Front panel: 1 × USB 2.0; Rear panel: 1 × USB 3.0	

Lot 4 Connectivity

Specifications for provision of connectivity

KURA invites proposals to link the following eight remote sites located within Nairobi to KURA head office:

Junction/ Site	Controller cabinet coordinates
1. Traffic management center (TMC)HQ	-1.293440, 36.806805
2. Ngong Road /Ring Road Kilimani	-1.299213, 36.788346
3. Argwings Kodhek Rd /Ring Road Kilimani (Yaya Centre)	-1.292139,36.787056
4. Rind Road Kilimani /Lenana Road	-1.289139,36.786778
5. Ring Road Kilimani /Dennis Pritt Road	-1.285389,36.787833
6. Oloitokitok Rd /Olenguruone Rd	-1.283194,36.785556
7. Ring Road Kileleshwa /Aboretum Road	-1.274139,36.800333
8. Ring Road Kileleshwa /Riverside Drive	-1.271917,36.801611
9. Ring Road Westlands /Raphta Road	-1.265667,36.800778

Connectivity shall be a dark fibre minimum capacity of 100Mbps for head office backhaul and minimum 15Mbps for each of the 8 field sites or any other technology capable of supporting critical streaming video and data traffic.

Specifications for Electrical Meter Boxes

Item	Description	Bidder response (FC/NC)
Dimensions (H x L x W)	500mm x 500mm x 300mm	
Form factor	Cold-rolled steel with powder coated painting (grey/cream)	
Features	Weather proof	
	IP 6S Protection	
	Mounting plate with folded edge in 2mm sheet steel	
	Working temp° up to 80°C	
	Surface mounting with requisite accessories to secure meter box	
	Lock and key	

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 procuring entity 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 procuring entity 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 procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

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 *[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).....

Appendix to Form of Bid

(This appendix forms part of the bid)

CONDITIONS OF CONTRACT	AMOUNT
Bid Security (Bank Guarantee)	An amount of Kshs. 1,000,000.00
Amount of Performance Security (Unconditional Bank Guarantee)	5 per cent of Tender Sum in the form of Unconditional Bank Guarantee
Period of Commencement	Seven (7) days after issuance of Order to Commence
Time for completion	15 months broken down as follows; 3 Months – Design, installation & Commission 12 Months – Support & Maintenance
Notice to Employer	The Employers address is: The Director General, Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 NAIROBI The Engineers address is: General Manager (P&E), Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 NAIROBI

Signature of Tenderer..... Date

TENDER SECURITY FORM

Note: The bidder shall complete only this Form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [Name of bidder]

.....
.....

(herein after called “the Bidder”) has submitted his bid dated

for the **SET-UP OF TRAFFIC MANAGEMENT CENTRE AND CONNECTIVITY**

TENDER No.: KURA/RMLF/HQ/310/2016-2017

hereinafter called “the bid”

KNOW ALL MEN by these presents that we [*Name of Bank*]

.....
.....

of [Name of Country]

.....
having our registered offices at

.....
(hereinafter called the Bank) are bound unto the Director General, Kenya Urban Roads Authority (hereinafter called “The Employer”) in the sum of

(in words KShs).....

.....

(In figures KShs).....

for which payment will be well and truly made to the said Employer the Bank binds itself, its successors and assigns by these presents.

Signed for the said Bank thisday of20.....

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder refuses to accept the correction of errors in his bid; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
 - (i) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
 - (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE OF THE BANK

.....

NAME OF SIGNATORY

..... DATE.....

TITLE OF SIGNATORY

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

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.....

NationalityCountry 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 & IDs (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

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 certified copies of National Identification card or Passport.

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)

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 OF WORKS CARRIED OUT BY THE BIDER IN THE LAST THREE YEARS

COMPLETED WORKS

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

Note: Bidders shall attach certified copies of letters of award (for each listed project), certified copies of completion certificates.

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

.....

(Signature of Bidder)

.....

(Date)

SPECIFIC EXPERIENCE

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

Note: Bidders shall attach certified copies of letters of award (for each listed project), certified evidence for executed works for non-completed projects e.g copy of recent payment certificate.

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

.....

(Signature of Bidder)

.....

(Date)

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.....

CONTRACT FORM

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

WHEREAS the procuring entity invited tenders for 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 Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the 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 _____

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)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

..... *[amount of guarantee in figures and words]*. We, the

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring
Entity*)

Request for review of the decision of the..... (*Name of the Procuring
Entity*) of

.....dated the...day of20.....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