



KENYA URBAN ROADS AUTHORITY

Efficient and Safe Urban Roads

**TENDER DOCUMENT FOR PREVENTIVE MAINTENANCE AND REPAIRS OF ICT EQUIPMENT FOR THE
FINANCIAL YEAR 2017-2018**

TENDER NO: KURA/RMLF/HQ/001/ 2017-2018

JULY 2017

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SECTION I INVITATION TO TENDER

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 manufacturer's 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 clause 2.9, 2.10 and 2.11 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.

2.9.6 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 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 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*)

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, (*time, day, and date of closing*) and in the location specified in the Tender NOTICE. 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 22.3 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 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 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

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 | Clause 2.8 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 | Clause 2.12 Section 8: Schedule 3 | ~ In the format provided with all conditions |
| 4. | Confidential Business Questionnaire | Section 8:Schedule 4 | ~ Properly fill and sign ~ Provide all required information |
| 5. | Form of Power of Attorney | Section 8: Schedule 4 | ~ 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 | Clause 2.9 Section 5 | ~ Fill all prices and amounts and counter sign any alteration(s) |
| 10. | Eligibility | Clause 2.11 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 |
| 15. | Schedule of other Supplementary Information / Financial Standings | Section 8: Schedule 6&7 | ~ Properly fill and sign |
| 16. | Copy of Bid Document | Clause 2.14.1 | ~ Replica of the original |
| 17. | Serialize all pages in the bid document | Employer's notice | All pages in the bid document must be serialized. |
| REMARKS | | Clause 2.24.3 | ~ Bid document to be complete, properly filled and signed. |

TECHNICAL EVALUATION CRITERIA

The following merit point method for weighted evaluation factors will be applied for comparison of bid offers and final selection.

| NO | CRITERIA | WEIGHT | SCORE |
|-----------|---|------------|-------|
| 1. | COMPANY PROFILE & | 20 | |
| | Detailed Company Profile with an organogram of the Company structure | 5 | |
| | Countrywide Presence (regional offices more than 5= 15 marks, 4 to 5 =10marks, Less than 4 = 5) | 15 | |
| 2. | FINANCIAL CAPABILITY | 10 | |
| | Net Worth of over 3,000,000/= | 5 | |
| | Certified Audited Accounts for the latest three years | 5 | |
| 3. | COMPANY EXPERIENCE | 30 | |
| | Bidder's Client List/ Give at least 5 customer references in respect to similar or higher scope of services offered. (5 and above clients =15, 4 clients =10, 3 and below clients =5, | 15 | |
| | Certificates of completion of similar work from clients given above (5 and above clients =15, 4 clients =10, 3 and below clients = 5) | 15 | |
| | | | |
| 4. | STAFF- Relevant Qualification and Experience of key Management and Technical personnel. ~ (CVs, Copies of certificates certified by a Commissioner of Oaths) | 30 | |
| | Technical Manager or equivalent; Must have at least 5 Years' of relevant experience. | 10 | |
| | Technical Support Staff Number: At least 5 No. technical staff on permanent employment. | 10 | |
| | Qualification: Each of the technical support Team members must have a relevant IT certification. | 10 | |
| 5. | SERVICE PROPOSALS | 10 | |
| | Fault reporting system and escalation levels. | 2 | |
| | Commitment to the Performance Target as stipulated in the service measurement to ensure optimal service provision to the customer as per SECTION IV SPECIAL CONDITIONS OF CONTRACT Clause 4.3 (J) | 3 | |
| | Required Experience: Two Years' experience in similar works undertaking related projects. | 5 | |
| | TOTAL EVALUATION SCORE | 100 | |

Only the bidders who pass the technical evaluation with a score of 75% and above will proceed to Financial Evaluation

FINANCIAL EVALUATION

$$FES = \frac{LBP}{BP} * 100\%$$

Where

FES = Financial Evaluation Score
BP = Bidder Price
LBP = Lowest Bidder Price
TES = Technical Evaluation Score

SUCCESSFUL BIDDER = TES+ FES

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 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 a **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 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 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.

SECTION IV 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:

4.1 SCOPE OF WORKS.

Repairs and Preventive Maintenance should be done to all KURA assets at the Head Quarters and the Regional Offices i.e. Nairobi, Wilson Deport, Meru, Machakos, Nyeri, Garissa, Nakuru, Eldoret, Kisumu, Kakamega and Mombasa offices.

Preventive Maintenance for ICT equipment will be done **on Quarterly and Biannual basis** as provided in the tender document.

The following are details of the tasks to be carried out during the Repairs and Preventive Maintenance checks;

4.1.1 PREVENTIVE MAINTENANCE VISITS

Server Preventive Maintenance Check

Visually inspect servers for error indications. Most of the popular server-class hardware systems have intuitive lights, LEDs, or other indicators that provide basic status information. Amber, orange, or red indicators may signal failed or pre-failed components or disconnected devices. Green generally indicates good status. Server fan should be greased or oiled.

Photocopiers, Plotters, Projectors, Scanners & Printers Preventative Maintenance Check

- ✓ Run complete system diagnostics test.
- ✓ Memory test
- ✓ Logic boards
- ✓ Input/output paper paths
- ✓ Internal cards & ports (Serial/Parallel]
- ✓ Remove cover & check all connections
- ✓ Remove debris/dust from unit
- ✓ Clean circuit board with anti-static solvent
- ✓ Check Toner
- ✓ Clean external chassis

Desktop Computers, Network cabinets, Routers, Switches, PABX, Voltage Stabilizer, Laptop Computer Preventative Maintenance Check

- ✓ Dusting/Blow out the dust using appropriate equipment and cleaning materials.

UPSs Repair Maintenance Check

- ✓ Ensure that the circuit board is properly working
- ✓ Dust the internal circuitry
- ✓ Clean the external chassis
- ✓ Check Battery
- ✓ Calibration of the UPSs to be done
- ✓ Ensure Out puts are correct

4.1.2 REPAIRS AND REPLACEMENT OF FAULTY PARTS

Commonly replaceable spare parts shall be done as per the Manufacturer's and Contract provisions. Once fitted, items replaced shall have a 1 year on- site warranty.

4.1.3 CONDITIONS

A. SECURITY & LIABILITY

That in the event of loss of property occurring in the organization's premises whilst the Contractor's personnel are carrying out the work(s) aforesaid on the premises and further in the event that the loss is proved to have been caused by the Contractor's personnel, the Contractor shall indemnify the institution in full for such a loss.

B. STANDARD OF WORK

The contractor will be expected to carry out high quality work using equipment, material and technique suitable for the various ICT equipment to be maintained.

The contractor will ensure that the equipment is not damaged and is always left in good working condition.

C. EMPLOYEES CAPACITY TO CONTRACT

That the Contractor shall only employ personnel who have attained the age of 18 years and above and ensure that the said personnel are properly covered for personal accidents/injury and that the insurance cover is issued by a reputable insurance Company.

D. HANDLING OF PREMISES, EQUIPMENT AND FURNITURE.

Upon success of tenderer and award of works, the Contractor's personnel shall handle the premises (fittings and finishes), equipment and furniture with due care and attention and shall carry out their duties diligently and efficiently and the Contractor shall indemnify the institution for any damage that is caused to the premises or equipment through careless, negligent or reckless handling of the same by the Contractor's personnel.

E. CONTRACT DURATION

That the contract shall run for a period of **one (1) year – (July 2017 – June 2018)** for items listed on **APPENDIX I** while items listed on **APPENDIX II** will run for **six (6) months (January 2018 – June 2018)** and shall be renewable subject to the contractor's performance but with the sole discretion of the procuring entity.

F. PRICE / CONSIDERATION

- i. The contract price shall remain fixed for the duration of the contract.
- ii. The cost of Preventive Maintenance and repair works should be given in Kenya shillings per equipment serviced inclusive of taxes where applicable.

G. TERMS OF PAYMENT

- i. The contract sum should be given in Kenya shillings per equipment inclusive of VAT where applicable.
- ii. Payment in respect of Preventive Maintenance will be made upon presentation of an original invoice and duly signed ICT Equipment Servicing Forms as provided by the Authority
- iii. Payment for the repairs and/or replacement of faulty parts shall be done once the ICT Asset Diagnosis Form is fully approved as per the contract provisions.
- iv. Upon submission of a comprehensive report on the items serviced and repaired during each quarter.

H. HEALTH AND SAFETY

Upon success of tender and award of works, the Contractor shall use appropriate tools.

At all times while carrying out works, the contractor shall consciously display caution signs to warn occupants of any obstruction or hazards such as substances that may cause injury to persons or flammable substances.

I. CONFIDENTIALITY

All Bidders will maintain it as confidential, any part or whole of the confidential Information that may become accessible to them during the tender process and contract period. On award, the Contractor (including its employees or agents) will maintain as confidential and will undertake not to use or disclose to any third party any part or the whole of the confidential information which may become accessible to the Company in the course of undertaking its obligation and agrees not to permit the use or disclosure of such information for any purpose at any time in any way whatsoever. Without prejudice to the generality of the foregoing the Contractor (including its employees or agents) shall not copy, disseminate, reproduce, tamper with or remove from the institution any document books, letters, papers, financial or other statement, computer or other print-outs or any other records of any nature or description whatsoever belonging to the institution or in the institution’s premises.

J. SERVICE MEASUREMENT

The following measurements will be established and maintained by the service provider to ensure optimal service provision to the Authority:

| Measurement | Definition | Performance Target |
|-------------------------------------|--|---|
| Service availability percentage | The percentage of time that the service provider is available to provide the service minus the impact time from any events (scheduled or unexpected) | High priority: 1hour Medium Priority:2 hours Low Priority: 12 hours |
| Problem response | The time required for the Authority to receive a response after reporting a problem to the service Provider | High priority: 1hour Medium Priority:2 hours Low Priority: 12 hours |
| Problem circumvention or resolution | The time required for the Authority to receive a circumvention or a resolution after reporting a problem to the service provider | High priority: 6hours Medium Priority:1 day Low Priority: 2days |

SECTION IV ~ SPECIAL CONDITIONS OF CONTRACT

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

Table 4.1 Special conditions of contract as relates to the GCC

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|--|--|
| 1. Definitions | The Goods means preventive maintenance and repairs of ict equipment for the financial year 2017-2018 as listed in Section V below. The Procuring entity means Kenya Urban Roads Authority |
| 2. Application | The General and Special condition shall apply to this contract for the procurement of preventive maintenance and repairs of ICT equipment for the financial year 2017-2018 |
| 3. Resolution of Disputes | If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration. |
| 4. Tenderer's Eligibility(Evaluation criteria) | 5.1 Bidders should provide evidence of financial capability or adequate line of credit from reputable bank registered in Kenya. |
| 5.Delivery | Tenderers are required to commence delivery of ordered services from (July 2017 – June 2018) for items listed on APPENDIX I while items listed on APPENDIX II will run for six (6) months from (January 2018 – June 2018) |
| 6.Price Adjustment | Price Adjustments will not be allowed for the duration of the entire contract Period. |
| 6.Performance security | Tenderers are required to Provide Performance Security in form of unconditional Bank Guarantee equivalent to 5% of Tender Sum. |
| 7.Payment | Payment shall be made on Quarterly basis Upon submission of invoice and comprehensive report on the items serviced and repaired during each quarter. |

SECTION V – SCHEDULE OF REQUIREMENTS

5.1 PRICE SCHEDULE

Bidders are required to submit their Price Schedules as follows: -

- ✓ Quarterly Preventive Maintenance for assets provided in **Appendix I** (July-September 2017, October – December 2017, January – March 2018 and April - June 2018).
- ✓ Biannual Preventive Maintenance for assets provided in **Appendix II** (January – March 2018 and April - June 2018).
- ✓ Costs of the Commonly Replaceable Parts per Equipment description as provided in **Appendix III**.
- ✓ Bidders are encouraged to quote **for ALL the Equipment as tabulated in Appendix I, II & I**

APPENDIX I. QUARTERLY PREVENTIVE MAINTENANCE

| NO. | ITEM DESCRIPTION | REGION/ LOCATION | | | | | | | | | | | TOTAL | Unit cost of Servicing | Cost Per Quarter | Total Cost of Servicing (4 Times a year) |
|--------------|--------------------|------------------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|------------|------------------------|------------------|--|
| | | HQ | NAIROBI | COAST | CENTRAL | L.EASTERN | U. EASTERN | N. EASTERN | NYANZA | WESTERN | S. RIFT | N.RIFT | | | | |
| LOT 1 | | | | | | | | | | | | | | | | |
| 1 | DESKTOP COMPUTER | 113 | 27 | 16 | 10 | 8 | 14 | 10 | 15 | 14 | 13 | 13 | 253 | | | |
| 2 | LAPTOP COMPUTER | 66 | 4 | 5 | 2 | 5 | 3 | 8 | 3 | 3 | 5 | 7 | 111 | | | |
| 3 | SERVER | 3 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 7 | 19 | | | |
| 4 | NETWORK CABINETS | 4 | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 15 | | | |
| 5 | ROUTER | 4 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 14 | | | |
| 6 | SWITCH | 5 | 1 | 2 | 1 | 1 | 1 | 1 | 2 | 1 | 1 | 1 | 17 | | | |
| 7 | PABX | 1 | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 | | | |
| 8 | VOLTAGE STABILIZER | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 10 | | | |
| 9 | PRINTER | 20 | 13 | 9 | 6 | 5 | 9 | 6 | 12 | 4 | 9 | 7 | 100 | | | |
| 10 | PROJECTOR | 3 | 1 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 1 | 1 | 8 | | | |
| 11 | SCANNER | 6 | 1 | 0 | 0 | 2 | 2 | 1 | 1 | 3 | | 2 | 18 | | | |
| 12 | PHOTOCOPIER | 6 | 1 | 2 | 2 | 1 | 2 | 1 | 2 | 1 | 1 | 2 | 21 | | | |
| 13 | PLOTTER | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | | |
| TOTAL | | 232 | 54 | 40 | 26 | 27 | 36 | 33 | 41 | 31 | 35 | 44 | 599 | | | |

APPENDIX II. BIENNIAL PREVENTIVE MAINTENANCE

| NO. | ITEM DESCRIPTION | REGION/ LOCATION | | | | | | | | | | | TOTAL | Unit cost of Servicing | Cost Per Session. | Total Cost of Servicing Biannual (2 Times a year) |
|--------------------|---|------------------|-----------|-----------|-----------|-----------|------------|------------|-----------|-----------|-----------|-----------|------------|------------------------|-------------------|---|
| | | HQ | NAIROBI | COAST | CENTRAL | L.EASTERN | U. EASTERN | N. EASTERN | NYANZA | WESTERN | S. RIFT | N.RIFT | | | | |
| <i>LOT 2</i> | | | | | | | | | | | | | | | | |
| 14 | KYOCERA KM 8030, KYOCERA TASKALFA 300I - NR , Kyocera Taskalfa 180-NYZ , KYOCERA TASKALFA 300i - UE, Kyocera Taskalfa 6525-CNTRL, | 11 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 1 | 15 | | | |
| 15 | Kyocera FS-C2026MFP | 2 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 | | | |
| 16 | Plotter - OCE | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | | |
| TOTAL | | 14 | 1 | 1 | 2 | 1 | 2 | 1 | 2 | 1 | 1 | 22 | 28 | | | |
| GRAND TOTAL | | 246 | 55 | 41 | 28 | 28 | 38 | 34 | 43 | 32 | 36 | 46 | 627 | | | |

APPENDIX III. COMMONLY REPLACEABLE SPARE PARTS

The cost of emergency repair works as required from time to time will be as quoted for and/or tendered.

Bidders should attach price list of spares for the equipment as provided below. Kindly note that the commonly hardware replaceable parts listed below is not exhaustive, and therefore any other additions should include its unit cost.

| HARDWARE REPLACEABLE PARTS | | |
|-----------------------------------|------------------------------------|-----------------------------|
| ITEM DESCRIPTION | COMMONLY REPLACEABLE PART | UNIT COST (KSHS) |
| SERVER | RAM | |
| | Hard disk | |
| | PSU | |
| | iDRAC | |
| SWITCH | SFP Module | |
| | Motherboard | |
| | PSU | |
| ROUTER | Motherboard | |
| | Power Supply Unit | |
| DESKTOPS | | UNIT COST (KSHS) |
| DELL | MODEL: 360,380,780, E1910HC | |
| | Motherboard | |
| | PSU | |
| | Memory | |
| | Hard disk | |
| | DVD Rom | |
| | Keyboard | |
| | Screen/TFT display monitor | |
| | | |
| | | |

| | | |
|----------------|---|-----------------------------|
| | Lenovo Thinkcentre, | UNIT COST (KSHS) |
| | Motherboard | |
| | PSU | |
| IBM | Memory | |
| | Hard disk | |
| | DVD Rom | |
| | Keyboard | |
| | Screen | |
| LAPTOPS | | |
| | MODEL: Pavilion dv5-1199,6730 | UNIT COST (KSHS) |
| | Motherboard | |
| HP | Power Cable & Adaptor | |
| | Memory | |
| | Hard disk | |
| | DVD Rom | |
| | Battery | |
| | Screen | |
| | Keypad | |
| | | |
| | | UNIT COST (KSHS) |
| | Motherboard | |
| IBM/Lenovo | Power Cable & Adaptor | |
| | Memory | |
| | Hard disk | |
| | DVD Rom | |
| | Battery | |
| | Screen | |
| | Keypad | |
| | | |
| | satelliteU505,c660,L635,PortegeA600, | UNIT COST (KSHS) |
| Toshiba | Motherboard | |

| | | | |
|---------------------------|---|-----------------------------|--|
| | Power Cable & Adaptor | | |
| | Memory | | |
| | Hard disk | | |
| | DVD Rom | | |
| | Battery | | |
| | Screen | | |
| | Keypad | | |
| | | | |
| OTHERS | ITEM DESCRIPTION (Accessories) | UNIT COST (KSHS) | |
| | Monitor | | |
| | Keyboards(USB/PS2) | | |
| | Mouse(USB/PS2) | | |
| | NIC cards | | |
| | USB cables | | |
| | Extension Cables | | |
| | COST OF REPAIRING A FAULTY UPS | Battery | |
| | | Power button/knob | |
| | Casing | | |
| PRINTERS | | | |
| HP Color Laser jet | MODEL: HP color LaserJet CP2025, CP1515N,CP1025 and CP3525dn | UNIT COST (KSHS) | |
| | Teflon sleeves/Paper | | |
| | Transfer rollers | | |
| | Logic board | | |
| | Fuser unit | | |
| | Pickup Rollers | | |
| | Transfer kit | | |
| | Power supply module | | |
| | Tray 1 | | |
| | Tray 2 | | |
| | NIC Card | | |
| | Control Panel | | |
| | Laser Unit | | |

| | | |
|--|---|--|
| | Swing Plate gear (Drive Unit of the Printer) | |
| HP Black & White Laser jet (mono Laser jet) | P3005dn, 4350dn, P2420dn, P4515X, 2420d, 1320,P1005,1100, 1102, P2050 Series , P2014, 1020, 2055d, Cm1312 MFP, P2055d, D2460, D4263... | UNIT COST (KSHS) |
| | Teflon sleeves/Paper | |
| | Transfer rollers | |
| | Logic board | |
| | Fuser unit | |
| | Pickup Rollers | |
| | Transfer kit | |
| | Power supply module | |
| | Tray 1 | |
| | Tray 2 | |
| | NIC Card | |
| | Control Panel | |
| | Laser Unit | |
| | Swing Plate gear (Drive Unit of the Printer) | |
| | Multifunctional printers | HP color laser jet cm1312 MFP, m1132MFP |
| Teflon sleeves/Paper | | |
| Transfer rollers | | |
| Logic board | | |
| Fuser unit | | |
| Pickup Rollers | | |
| Maintenance / Transfer kit | | |
| Power supply module | | |
| Tray 1 | | |
| Tray 2 | | |
| NIC Card | | |
| Control Panel | | |
| Laser Unit | | |
| Swing Plate gear (Drive Unit of the Printer) | | |
| | | |
| | | |

| SCANNERS | MODEL | UNIT COST (KSHS) |
|-------------------------------|---|-----------------------------|
| HP | Scanjet G2410, Scanjet 5590 | |
| | Lamps | |
| | Rollers | |
| | Adaptor | |
| | | |
| | | |
| PHOTOCOPIERS | | |
| Samsung | SAMSUNG MULTXPRESS CLX9301 & SAMSUNG MULTXPRESS CX8240 | UNIT COST (KSHS) |
| SAMSUNG MULTXPRESS CLX9301 | Imaging Unit for CLX9301 | |
| | Maintenance Unit | |
| | Teflon sleeves/Paper | |
| | Transfer rollers | |
| | Logic board | |
| | Fuser unit | |
| | Pickup Rollers | |
| | Power supply module | |
| | | |
| | Cost of SAMSUNG MULTXPRESS CLX9301 | |
| | | UNIT COST (KSHS) |
| SAMSUNG MULTXPRESS CX8240 | Black Imaging Unit for CX8240 | |
| | Maintenance Unit | |
| | Teflon sleeves/Paper | |
| | Transfer rollers | |
| | Logic board | |
| | Fuser unit | |
| | Pickup Rollers | |
| | Power supply module | |
| | | |
| | Cost of SAMSUNG MULTXPRESS CX8240 | |

| MAKE | MODEL & SPARE PARTS | UNIT COST (KSHS) |
|--------------------------|---|---------------------|
| NASHAUTEC | Nashautec MP1500 and MP1900, Utax | |
| | Drum | |
| | Developer | |
| | Transfer Charger Roller | |
| | Cleaning Blade | |
| | Cleaning Roller | |
| | Clutch | |
| | Gears | |
| | Actuator | |
| | Tonner Hopper | |
| | Toner Guide Seal | |
| | Separator Pawls | |
| | Pick off pawls/ Paper Feed Roller | |
| | Hot Roller | |
| | Pressure Roller | |
| | Fuser Roller / Heat transfer roller | |
| | Bushing | |
| | Stripper pawls | |
| | Springs | |
| | Cleaning Blade | |
| | Thermistor & thermal fuses | |
| | Tray 1 | |
| Tray 2 | | |
| Canon IR clo211 F | Paper guide Solenoid | |
| | Complete Drum Unit | |
| | Gears | |
| | Actuator | |
| | Fuser Roller / Heat transfer roller Bushing | |
| | Teflon sleeves/Paper | |
| | Transfer rollers | |
| | Tray 1 | |
| | Tray 2 | |

| | | |
|--|---|-------------------------|
| Sharp and Toshiba | Sharp-AR5320E, Toshiba E STUDIO 166 ASU, E-STUDIO356 | UNIT COST (KSHS) |
| | Bearings | |
| | Gears | |
| | Seals | |
| | Pawls | |
| | Springs | |
| | Clutch | |
| | Drum | |
| | Developer | |
| | Cleaning blade | |
| | Motors | |
| | Reverse gate | |
| | Heat Roller | |
| | Pressure Roller | |
| | Separator pawls | |
| | Tray 1 | |
| | Tray 2 | |
| HP DesignJet 510 Plotter – Mini Plotter | Network Card | |
| | Print Head | |
| | Trailing Cable | |
| | Carriage belt | |
| | Cutter Assembly | |
| | Transfer Rollers | |
| | Cleaning blade | |
| | Drum | |
| | Developer | |
| PHOTOCOPIERS | MODEL | |
| Photocopiers (print, copy, scan)Kyocera | KyoceraKM-8030,5050,3050,1650, 2560,and 250ci, TASKalfa 4550ci | UNIT COST (KSHS) |
| | Maintenance KIT – Drum, fuser unit & Developer for KYOCERA FS-C2026MFP+ | |
| | Maintenance KIT (MK 410) – Drum, fuser unit & Developer for KM 1650 | |

| | | |
|---------------------------------|--|--|
| | Maintenance KIT (MK 420) – Drum, fuser unit & Developer for KM 2560 | |
| | Maintenance KIT (MK 716) – Drum, fuser unit & Developer for KM 5050 | |
| | Maintenance KIT (MK 715) – Drum, fuser unit, springs, Rollers & Developer for KM 3050 | |
| | Maintenance KIT (PM 650) – Drum, fuser unit & Developer for KM 8030 | |
| | Maintenance KIT – Drum, fuser unit & Developer for TASKalfa 180 | |
| | Maintenance KIT (MK 865) – Drum, fuser unit & Developer for TASKalfa 250ci | |
| | Maintenance KIT – Drum, fuser unit & Developer for TASKalfa 300i | |
| | Maintenance KIT – Drum, fuser unit & Developer for TASKalfa 3010i | |
| | Maintenance KIT – Drum, fuser unit & Developer for TASKalfa 3050ci | |
| | Maintenance KIT – Drum, fuser unit & Developer for TASKalfa 4550ci | |
| | Maintenance KIT – Drum, fuser unit & Developer for TASKalfa 6525 | |
| OCE – Heavy Duty Plotter | Maintenance Kit | |
| | Print Head | |
| | Network Card | |
| | Trailing Cable | |
| | Carriage belt | |
| | Cutter Assembly | |
| | Transfer Rollers | |
| | Cleaning blade | |
| | Drum | |
| | Developer | |

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 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. Appendix to Form of Bid
3. Tender Security Form
4. Confidential Business Questionnaire Form
5. Form of Power Of Attorney
6. Financial Standing
7. Supplementary Information
8. Key Personnel
9. Experience
10. Anti-Corruption Form

Schedule 1: FORM OF TENDER

Date _____
Tender No. _____

To.

Director General,
Kenya Urban Roads Authority,
P. O. Box 41727-00100, NAIROBI, KENYA
**REF: TENDER FOR PREVENTIVE MAINTENANCE AND REPAIRS OF ICT EQUIPMENT
FOR THE FINANCIAL YEAR 2017-2018**
Tender No. KURA/ RMLF /HQ/001/2016-2017

1. Having examined the tender documents including Addenda Nos.
[insert numbers, the of which is hereby duly acknowledged,
we, the undersigned, offer to
Provide PREVENTIVE MAINTENANCE AND REPAIRS OF ICT EQUIPMENT FOR THE FINANCIAL YEAR 2017-2018 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 5% 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 ofDuly 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

(This appendix forms part of the bid)

| CONDITIONS OF CONTRACT | AMOUNT |
|---|--|
| Bid Security (Bank Guarantee) | 2% of Tender Sum. |
| Amount of Performance Security (Unconditional Bank Guarantee) | 5 per cent of Tender Sum in the form of Unconditional Bank Guarantee |
| Time for completion | 12 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: 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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]

(Amend accordingly if provided by Insurance Company)

REPUBLIC OF KENYA

Schedule 4: 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 (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

Schedule 5: 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 6: FINANCIAL STANDING

- 1 Submit copies of audited profit and loss statements and balance sheet for the last three calendar years.
- 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

7. 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 bidder’s headquarters and from the bidder’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.

Icertify that the above information is correct.

.....
(Signature of Bidder)

.....
(Date)

Schedule 9: SCHEDULE OF WORK CARRIED OUT BY THE BIDDER IN THE LAST THREE YEARS

| DESCRIPTION OF WORK | NAME OF CLIENT | VALUE OF WORK (KSHS) * | YEAR COMPLETED/ REMARKS |
|---------------------|----------------|---------------------------|----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Note: Bidders shall attach certified copies of letters of award (for each listed project), and any evidence to show that the work was completed satisfactorily.

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.....

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 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.
 - (g) the Tenderer’s Letter of Acceptance.
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 _____

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]

Schedule 13: 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]

Schedule 14: 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