



KENYA URBAN ROADS AUTHORITY
Efficient and Safe Urban Roads

**TENDER DOCUMENT FOR RELOCATION OF TRAFFIC MANAGEMENT
CENTRE**

TENDER NO: KURA/RMLF/HQ/256/2018-2019

JUNE, 2019

DIRECTOR-(URDP)
KENYA URBAN ROADS AUTHORITY
P.O.BOX 41727-00100
NAIROBI

DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY
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SECTION I INVITATION TO TENDER

1.1 See www.kura.go.ke/tender notices

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 service 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 Content of tender document

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders
- i. Instructions to tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Schedule of Requirement
 - v. Schedule of Requirements
 - vi. Form of tender
 - vii. Financial Proposal
 - viii. Standard Forms

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, 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, email or Authority's Website link 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 of 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 offered.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit price where applicable and total tender price for the service under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the service 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.

2.13 Pre-Bid Meeting

- 2.13.1 The bidder's designated representative is invited to attend a mandatory pre-bid meeting, which will take place as specified in the Tender notice. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

2.14 Validity of Tenders

- 2.14.1 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.
- 2.14.2 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.

2.15 Format and Signing of Tender

- 2.15.1 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.
- 2.15.2 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.
- 2.15.3 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.

2.16 Sealing and Marking of Tenders

- 2.16.1 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),”
- 2.16.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.16.3 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.

2.17 Deadline for Submission of Tenders

- 2.17.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than (day, date and time of closing)
- 2.17.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, 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.
- 2.17.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.18 Modification and withdrawal of tenders

- 2.18.1 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.
- 2.18.2 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.
- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 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.
- 2.18.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6 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.

2.19 Opening of Tenders

- 2.19.1 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.
- 2.19.3 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.
- 2.19.4 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.

2.20 Clarification of tenders

- 2.20.1 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.

2.20.2 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 tenderer's tender.

2.21 Preliminary Examination and Responsiveness

2.21.1 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.

2.21.2 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.

2.21.3 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.

2.21.4 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.

2.21.5 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.

2.22 Conversion to a single currency

2.22.1 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.

2.23 Evaluation and Comparison of tenders.

2.23.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.23.2 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.

2.23.3 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;

2.23.4 Pursuant to paragraph 2.22.3 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.

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

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

- (a) Necessary qualifications, capability experience 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.

2.24 Contacting the procuring entity

2.24.1 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.

2.24.2 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.

2.25 Award of Contract

a) Post qualification

2.25.1 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.

2.25.2 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.

2.25.3 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

2.25.4 Subject to paragraph 2.9 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.

2.25.5 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.

2.25.6 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.

2.26 Notification of award

- 2.26.1 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.
- 2.26.2 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.
- 2.26.3 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

2.27 Signing of Contract

- 2.27.1 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.
- 2.27.2 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.
- 2.27.3 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.

2.28 Performance Security

- 2.28.1 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.
- 2.28.2 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.

2.29 Corrupt or Fraudulent Practices

- 2.29.1 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.
- 2.29.2 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;

2.29.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

QUALIFICATION CRITERIA

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. -

No.	Subject	Requirement	Bidder	Submission Requirements
1. Eligibility				
1.1	Eligibility	Nationality in accordance with Sub-Clause 4.1.	Must meet requirement	Section 2, Schedule 1
1.2	Conflict of Interest	No conflicts of interest in Sub-Clause 4.2.	Must meet requirement	Section 2, Schedule 1
1.3	Debarment	Not having been declared ineligible by the Employer, as described in Sub-Clause 4.3.	Must meet requirement	Section 2, Schedule 11
1.4	Incorporation & Registration	Pursuant to sub-clause 4.1 the following shall be provided; - Copy of Certificate of incorporation certified by a Commissioner of Oaths or issuing authority to show that the applicant is a registered company and legally authorized to do business in Kenya	Must meet requirement	Section 2, Schedule 1
2. Historical Contract Non-Performance				
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the applicant have been exhausted.	Must meet requirement	Section 2, Schedule 5

No.	Subject	Requirement	Bidder	Submission Requirements
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	Section 2, Schedule 10
3. Financial Situation				
3.1	Financial Performance	(a) Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last two [2] years and authenticated bank statement for the last six (6) months to demonstrate: (a) the current soundness of the applicants financial position and its prospective long term profitability, and (b) capacity to have a cash flow equivalent to 20% of the tender sum	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Attach evidence on the requirement of Section 2, Schedule 8 a) All pages must be initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated. Non-adherence to this to part a, b and c leads to disqualification. (b) All pages in the bank statement must be initialized and stamped by the issuing bank.
3.2	Litigation History	The applicant to provide a valid Sworn affidavit for the tender.	Must submit as required and bidders who meet the	Section 2, Schedule 10

No.	Subject	Requirement	Bidder	Submission Requirements
			requirement are marked YES , those that do not meet are marked NO	
3.3	Average Annual Turnover	Average annual turnover of KShs.10 Million [Ten Million], calculated as total certified payments received for contracts in progress or completed, within the last two [(2)] years	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 2, Schedule 8
4. Experience				
4.1 (a)	General Experience	Experience under ICT contracts in the role as a main contractor or subcontractor for at least the last five [5] years prior to the applications submission deadline	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 2, Schedule6A
4.2 (b)	Specific Experience	Participation in a data centre contract, management contractor or subcontractor, in at least two (2) contracts each with a value of at least Kshs. 5 Million (Five million) Successfully and substantially completed for the last five years. One (1) of the contracts should be in a Kenya and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 2	Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO	Section 2, Schedule 6B

A. Table 1: pre-qualification checklist for completeness and responsiveness.

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Section II Clause 20.2	- Amount must be indicated - Properly stamped, filled and signed
2.	Appendix to Form of Bid	Section II Clause 20.2	- Properly stamped, filled and signed
3.	Bid Security	Section II Clause 17	- Unconditional bank guarantee - In the format provided with all conditions - must be valid for 30 days after bid validity
4.	Confidential Business Questionnaire	Section IX; Schedule 1	- Properly filled, stamped and signed - Provide all required information
5.	Form of Power of Attorney	Section IX; Schedule 2 Clause 5.1 (a)	- Properly filled, stamped and signed
6.	Tax Compliance Certificate	Tender notice	- Provide valid tax compliance certificate
7.	Certificate of Incorporation	Tender notice Item 1.4 of QC	- Copy of certificate Certified by Commissioner for Oaths
8.	Eligibility	Section II; Schedule 1 Clause 4.1	- Legible copies of National ID or passport for all directors - System generated Form CR12 (within 12 months)
9.	Conflict of interest	Section II; Schedule 1 Clause 4.2	- to state explicitly
10.	Debarment	Section II Clause 30.4; Schedule 11 Item 1.3 of QC	- Properly filled, stamped and signed

11.	Pending Litigation	Item 2.2 of QC	~ Provide original sworn affidavit for the specific tender
12.	Litigation History	Section II Clause 31.8; Schedule 10	~ Properly filled, stamped and signed
13.	History of Non performance	Schedule 6B Item 2.1 of QC	~ Fill information on non-completed works
14.	Certificate of Tenderers Visit to Site	Section II; Clause 8.3	~ Attend pre-bid meeting/visit ~ Certificate must be signed and stamped by the Employer's representative
15.	Schedule of Key Personnel	Section XI Item 6 of QC ; Schedule 5	~ Properly filled, stamped and signed
16.	Schedule of other Supplementary Information / Financial Standings	Section XI; Item 5.1 of QC Schedule 9	~ Properly filled, stamped and signed
17.	Declaration form for bankrupt or insolvent	Schedule 11	~ Properly filled, stamped and signed
18.	Anti-corruption form	Schedule 12	~ Properly filled, stamped and signed
19.	Copy of Bid Document	Clause 20.1	~ Replica of the original
20.	Serialization	Section 74 (i)	~ Must be fully serialized
REMARKS		Clause 13.1/20.2	~ Bid document to be complete, properly filled and signed.

B. Technical Evaluation Criteria

The following criteria will be applied for comparison of bid offers and Selection. Bidders to avail supporting documents for the tabulated details.

Criteria	Yes / No
<p>Experience and capacity</p> <p>Show the methodology of deployment /roll out/ implementation.</p>	
<p>Registration</p> <p>Connectivity provider must be a Tier 1 network facilities provider. Bidder must submit a certified copy of proof of registration with Communication Authority. Certification must be by a commissioner for oaths.</p>	
<p>A signed and stamped Manufacturer’s Letter of Authorization addressed to Director General Kenya Urban Roads Authority must be provided. Copies will be deemed non-responsive</p>	
<p>Provide at least three (3) letters of award/contract or Completion Certificates for recent (last five years to date) awards of similar nature and magnitude</p>	
<p>Recommendation letter or certificate of completion from at least three (3) current (from 2014 - to date) clientele for assignments of similar nature and magnitude</p>	
<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> <p>1) Project/ Technical Lead/ Manager</p> <p>Must have a Bachelor’s Degree in ICT or related field plus relevant professional certification in project management.</p> <p>General Experience: 10 Years</p> <p>Experience: At least 8 Years’ experience undertaking related projects</p> <p>2) At least 2 Technical staff</p> <p>Must have a Bachelor’s Degree in ICT or related field plus relevant professional certification.</p> <p>General Experience: 8 Years</p> <p>Experience: At least 5 Years’ experience undertaking related projects</p>	

<p>Each of the technical support team members (as above) must show proof of certifications in Routing, Switching and Storage. Proof of certifications must be certified by a commissioner for oaths.</p>	
<p>Service Proposal</p> <p>Availability of proper representative and /or workshop for service/repair and maintenance (should indicate their Names, Location and addresses);</p> <p>Fault reporting system and escalation levels (Attach proposal)</p>	

3. SECTION III 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

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 goods” means software(s) 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 goods 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 software(s) 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, 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 The Republic of Kenya

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.

3.18 Full Disclosure

The Contractor shall be required to fully disclose all elements of the Contract execution including procedures for dismantling, packaging, transportation and re-assembly, testing and commission of the equipment and software to the Employer / Engineer. At any give time of his discretion and with no notice required, the Employer / Engineer shall access and supervise all activities under the Contract.

Additionally, the Contractor shall be required to demonstrate and explain in detail to the satisfaction of the Engineer, all elements and aspects of the Contract. The Contractor shall also be required to carry out capacity building (on job training) for dismantling, packaging, transportation and re-assembly, testing and commission of the equipment and software to Employer staff as instructed by the Engineer.

3.19 Personnel and Workmanship

The following conditions shall apply;

3.19.1 Contractor's Employees

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein

- a) Only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give proper superintendence of the Works, and
- b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

3.20 The Engineer

Engineer means the person appointed by the Employer to act as Engineer for the purposes of the Contract and named as such in the Conditions of Contract.

The Engineer can appoint an Engineer's Representative who will be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer.

4. 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.

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.

Table 4.1 Special conditions of contract as relates to the GCC

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

Reference of general conditions of Contract	Special condition of contract
3.7 Delivery of Services	The contractor is required to carry out the above works for a period not exceeding thirty (30) days effective from the date of Order to Commence.

3.8 Payment	<p>Payment shall be made upon submission and approval of fee notes and comprehensive report according to the following breakdown:</p> <p>1) Go-live and commissioning of the system at Barabara Plaza – 80% of contract sum</p> <p>2) Sign-off and end of maintenance period (90 days post commissioning) - 20% of contract sum</p>
3.9 Price Adjustments	Price adjustments shall not be allowed for the entire contract period
3.14 Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the arbitration in accordance with the laws of Kenya. The appointer of Arbitrator shall be Kenya Chapter of Institute of Arbitrators.
3.17 Applicable law	The Laws of the Republic of Kenya
3.18 Supervision of the Contract	The Contract shall be under the Supervision of the Engineer. The Engineer may appoint his representative for the daily running of the Contract including supervision of works throughout the Contract Period.
3.19 Notices	<p>Employer: The Director General, Kenya Urban Roads Authority, P.O. Box 41727 – 00100, NAIROBI. Tel. 020 8013844</p> <p>Engineer: The Director General, Kenya Urban Roads Authority, P.O. Box 41727 – 00100, NAIROBI. Tel. 020 8013844</p>

5.0 SECTION V – SCHEDULE OF REQUIREMENTS

Bill of Quantities

Description of works	Quantity	Unit	Rate	Amount
1. Dismantle, packaging and transportation of the following from Current KURA TMC				
1.1. Dismantle, packaging and transportation of CCTV cameras	8	Nos.		

Description of works	Quantity	Unit	Rate	Amount
1.2. Dismantle, packaging and transportation of 46 inch screens	4	Nos.		
1.3. Dismantle, packaging and transportation of UPS	3	Nos.		
1.4. Dismantle, packaging and transportation of back-up batteries and rack	41	Pcs		
1.5. Dismantle, packaging and transportation of Huawei Fusion 2k Module	1	Unit		
1.6. Dismantle, packaging and transportation of air-conditioning system (including outdoor units)	4	Units		
1.7. Dismantle, packaging and transportation of servers	11	Nos.		
1.8. Dismantle, packaging and transportation of network active equipment				
• Switches	3	Nos.		
• Router	1	Nos.		
• Firewall	1	Nos.		
1.9. Dismantle, packaging and transportation of desktop computers	6	Nos.		
1.10. Dismantle, packaging and transportation of power distribution board complete with accessories	2	Units		
1.11. Dismantle, packaging and transportation of fire suppression system				
• Control panel and alarm unit	3	Unit		
• Gas cylinder complete with housing unit	1	Nos.		
1.12. Dismantle, packaging and transportation of aluminum doors	2	Nos.		
1.13. Dismantle, packaging and transportation of fire resistant steel door	1	Nos		
1.14. Dismantle, packaging and transportation of access control units	2	Nos.		
Subtotal A for Dismantling, Packaging and Transportation				

Description of works	Quantity	Unit	Rate	Amount
2. Assembly, installation and commissioning works				
2.1. Assembly, installation and commissioning of CCTV cameras Inclusive cabling and accessories required to commission the system	8	Nos.		
2.2. Assembly, installation and commissioning of 46 inch screens	4	Nos.		
2.3. Assembly, installation and commissioning of UPS	3	Nos.		
2.4. Assembly, installation and commissioning of back-up batteries and rack	40	Pcs		
2.5. Assembly, installation and commissioning of Fusion Module	1	Unit		
2.6. Assembly, installation and commissioning of air-conditioning system Inclusive of all new piping required to commission the system	4	Units		
2.7. Assembly, installation and commissioning of servers	11	Nos.		
2.8. Assembly, installation and commissioning of network active equipment				
• Switches	3	Nos.		
• Router	1	Nos.		
• Firewall	1	Nos.		
2.9. Supply, install and terminate CAT 6 network cable to 4 No. designated offices located in 3 rd and 4 th Floors of KURA Offices.	1	Lot		
2.10. Assembly, installation and commissioning of desktop	6	Nos.		

Description of works	Quantity	Unit	Rate	Amount
computers. Upgrade of RAM to 12GB and graphics card to 4GB and supply and install a wifi adaptor.				
2.11. Assembly, installation and commissioning of power distribution board Inclusive of cabling and accessories required to commission the system	2	Units		
2.12. Assembly, installation and commissioning of fire suppression system Inclusive of piping, cabling & accessories required to commission				
• Control panel and alarm unit	3	Unit		
• Gas cylinder complete with housing unit	1	Nos.		
2.13. Assembly and installation of aluminum framed doors to fit	1	Nos		
2.14. Supply and installation of aluminum framed doors to fit	2	Nos		
2.15. Assembly, installation of fire resistant steel door	1	Nos		
2.16. Assembly, installation and commissioning of access control units	2	Nos		
2.17. Supply, assembly, installation and commissioning of access control units	2	Nos.		
2.18. Supply of laptop computer with the following features;	1	Nos		
• Up to 8th Gen Intel® Core™ vPro™				
• Windows 10 Pro 64-bit				
• Integrated Intel® UHD Graphics 620				
• 16 GB LPDDR3 2133 MHz				
• 1TB SSD OPAL2 PCIe TLC				
• 14" FHD Screen				
2.19. Supply of desktop computer with the following features;				

Description of works	Quantity	Unit	Rate	Amount
<ul style="list-style-type: none"> • Up to 8th Gen Intel® Core™ i7 • Windows 10 Pro 64-bit • Integrated Intel® UHD Graphics Min. 8GB • 16 GB LPDDR3 2133 MHz • 1TB HDD • 23.8" FHD 	1	Nos		
<p>2.20. Supply of Professional Mobile Radios (PMR) with the following features;</p> <ul style="list-style-type: none"> • Dual Band LPD/PMR transceiver • Up to 12km in open space • Splash proof • Scan Function • Vibra-call • Rechargeable battery • Battery life up to 12 hours • Wall Charger 	6	Nos.		
<p>3. Fit-out and customization</p>				
<p>3.1. Installation of gypsum board to seal-off windows at Data Centre and TMC</p>	2	lots		
<p>3.2. Installation of sliding glass to suite window allowance at TMC</p>	3	Nos.		
<p>3.3. Installation and commissioning of ceiling mounted air conditioning unit for TMC</p>	1	Nos		
Subtotal B for Assembly, Supply and Installation				
<p>4. Supply of dark fiber connectivity between traffic management centre (TMC) located at 3rd Floor Block D, Barabara Plaza off Airport South Road and the seven junctions listed below for a period</p>	1	lot		

Description of works	Quantity	Unit	Rate	Amount
of ninety (90) days. <ul style="list-style-type: none"> • Argwings Kodhek Rd /Ring Road Kilimani • Rind Road Kilimani /Lenana Road • Ring Road Kilimani /Dennis Pritt Road • Oloitokitok Rd /Olenguruone Rd • Ring Road Kileleshwa /Aboretum Road • Ring Road Kileleshwa /Riverside Drive • Ring Road Westlands /Raphtha Road 				
Subtotal C for Connectivity				

Summary of the Bill of Quantities

Description	Amount (Kshs)
Sub total A	
Sub total B	
Sub total C	
Subtotal D (A + B + C)	
Add 16% VAT of Subtotal D	
Grand Total taken to form of Bid	

Notes on the Bill of Quantities

- 1) The Currency Shall be Kenya Shillings.

- 2) The contractor shall move the ITS equipment from the Authority's current office located at 6th Floor Tower B, IKM Place on 5th Ng'ong Avenue to 3rd Floor Block D, Barabara Plaza off Airport South Road.
- 3) The contractor shall provide KURA with a detailed schedule of works and methodology for approval prior to commencement.
- 4) KURA does not accept any third party responsibility for any contractor errors, omissions or un-safe work practices during the implementation of the Contract. The contractor shall be responsible for the sites until handover to the Authority is done. This includes safety and security of equipment and personnel during the entire exercise including dismantling, packaging, transporting, supply and assembly. Any expenses incurred due to injury to personnel, breakage or loss of equipment shall be met by the contractor.
- 5) During packaging and transportation, the contractor shall ensure that all equipment are securely fastened and protected from weather elements including heat, dust, smoke, rain and moisture.
- 6) The contractor shall supply and install all accessories, whether described in the specification or not, essential to the functioning of the system to the satisfaction of the Authority. For installation and commissioning, all accessories and material required shall be supplied by the contractor and deemed to have covered in the rates by the contract sum and no additional payment shall be made for the same.
- 7) The contractor is advised to visit and examine the site and its surroundings to familiarize himself with the site and all necessary information required for preparing the quotation and entering into a contract. The costs of visiting the site shall be met by the contractor.
- 8) The contractor will be required to neatly carryout installations as required without any changes to the aesthetics of the building. Any changes or addition to the structure of the building shall be approved in writing by the by the Engineer prior to commencement of the works.
- 9) The contractor is expected to clean and remove all waste and or excess material from the sites upon completion.
- 10) The contractor shall upon completion of installation be required to test the ITS system components including all hardware and software, commission and handover the works to the Authority.

- 11) Billing for connectivity shall only commence after commissioning, inspection and acceptance of all Contract works. Any testing and connection prior to the commissioning, inspection and acceptance shall be considered as the Contractors responsibility.
- 12) The contractor shall carry out maintenance of the system for a period of ninety (90) days from the date of commissioning. During this period the contractor shall perform maintenance and repairs of faults that may arise. The cost of all repairs and maintenance activities shall be borne by the contractor and shall have be deemed included and spread in the rates.
- 13) The service provider shall guarantee network uptime at all times. Any downtime must be responded to within 1 hour from the time it is reported and resolved within 3 hours.

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.

Schedule 1: FORM OF BID

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

NAME OF CONTRACT: RELOCATION OF TRAFFIC MANAGEMENT CENTRE

TENDER No.: KURA/RMLF/HQ/256/2018-2019

TO: The Director General
Kenya Urban Roads Authority
P. O. Box 41727 - 00100,
NAIROBI

Sir,

Having examined the Conditions of Contract, Specifications, Bills of Quantities, and Drawings for the execution of the above named works we, the undersigned, offer to construct and install such works and remedy any defects therein in conformity with the said Bills of Quantities, Conditions of Contract, Specifications and Drawings for the sum of

(Insert amount in words)

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

(Insert amount in figures).....
.....

as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said Conditions.

We undertake, if our bid is accepted, to commence the works within seven (7) days of receipt of the Engineer’s Order to Commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Form of Bid.

If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 5% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.

We agree to abide by this bid for the period of one hundred and twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive.

On the basis of our previous experience we are fully experienced and competent in the type of work included in this BID and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have Bided.

Dated this Day of 20

Signature:.....in the capacity of

Duly authorized to sign bids on behalf of (Name of Bidder)

.....

(Address of Bidder):

(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)	Kshs. 200,000.00
Amount of Performance Security (Unconditional Bank Guarantee)	5% of Tender Sum in the form of Unconditional Bank Guarantee
Time for completion	120 days broken down as follows; - 30 Days for the relocation of TMC - 90 Days for Support, Maintenance and Connectivity
Period for commencement, from Engineer's Order to Commence	Not later than 7 (seven) days after Notice of Order to Commence
Programme to be submitted	Not later than 3 (three) days after Notice of Order to Commence
Amount of Liquidated Damages	0.075% of the Contract Price per day
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60 days
Notice	The Employers address is: Director General, Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 <u>NAIROBI</u> The Engineer's address is: Director (Urban Roads Planning and Design) Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 <u>NAIROBI</u>

Signature of Tenderer..... Date

Schedule 3: 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 **RELOCATION OF THE TRAFFIC MANAGEMENT CENTRE (TMC), TENDER No.: KURA/RMLF/HQ/256/2018-2019**

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 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 AND SEAL OF THE BANK

.....

NAME OF SIGNATORY

.....

DATE.....

TITLE OF SIGNATORY

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

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 License No.Expiring date

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

Name of your Banker.....

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:

No.	Name	Nationality	Citizenship Details	Shares
1.				
2.				
3.				
4.				

Attach proof of citizenship (Compulsory)

Attach certified copy of Form CR12 (Compulsory)

I certify that the information given above is correct.

.....
Signature of Bidder

.....
Date

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.

.....
Signature of Bidder

.....
Date

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.

.....
Signature of Bidder

.....
Date

(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 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 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 **Assets/Goods** 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 Assets / Goods** and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

in the presence of _____

Schedule 12: PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: Director General
Kenya Urban Roads Authority
P.O. Box 41727 - 00100
NAIROBI

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. dated _____ to execute **RELOCATION OF THE TRAFFIC MANAGEMENT CENTRE (TMC), TENDER No.: KURA/RMLF/HQ/256/170/2013-2014** (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings _____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank: _____

Address: _____

Date: _____

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