



**KENYA URBAN ROADS AUTHORITY**  
*Efficient & Safe Urban Roads*

**ACQUISITION OF BATTERIES AND ELECTRONIC SIGNATURE  
UPGRADE FOR TRAFFIC COUNTERS**

**TENDER NO KURA/RMLF/HQ/212/2019-2020**

**BID DOCUMENT**

**NOVEMBER, 2019**

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SECTION I - INVITATION TO TENDER .....	3
SECTION II - INSTRUCTIONS TO TENDERERS .....	5
SECTION III: GENERAL CONDITIONS OF CONTRACT .....	18
SECTION IV - SPECIAL CONDITIONS OF CONTRACT .....	24
SECTION V - TECHNICAL SPECIFICATIONS .....	26
SECTION VI - PRICE SCHEDULE FOR GOODS AND SERVICES.....	33
SECTION VII - STANDARD FORMS .....	34
Schedule 1: FORM OF BID .....	35
Schedule 2: Appendix to Form of Bid .....	37
Schedule 3: TENDER SECURITY FORM .....	38
Schedule 4: CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	39
Schedule 5: FORM OF WRITTEN POWER OF ATTORNEY .....	41
Schedule 6: FINANCIAL STANDING .....	42
7. OTHER SUPPLEMENTARY INFORMATION .....	43
Schedule 9: SCHEDULE OF SIMILAR WORK CARRIED OUT BY THE BIDDER .....	44
Schedule 10: ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM .....	45
Schedule 11: MANUFACTURER'S AUTHORIZATION FORM.....	46
Schedule 12: Contract Form .....	47
Schedule 13: Performance Security Form .....	48
Schedule 14: Bank Guarantee for Advance Payment Form .....	49
Schedule 15: Letter of Notification of Award.....	50

SECTION I ~ INVITATION TO TENDER

(See [www.kura.go.ke/tender](http://www.kura.go.ke/tender) notices)

SECTION II ~ INSTRUCTIONS TO TENDERERS

Table of Clauses	Page
2.1 Eligible tenderers.....	5
2.2 Eligible goods.....	5
2.3 Cost of tendering.....	5
2.4 Contents of Tender document.....	6
2.5 Clarification of documents.....	6
2.6 Amendment of documents.....	6
2.7 Language of tender.....	7
2.8 Documents comprising the tender.....	7
2.9 Tender forms.....	7
2.10 Tender prices.....	7
2.11 Tender currencies.....	8
2.12 Tenderers eligibility and qualifications.....	8
2.13 Goods' eligibility and conformity to tender documents.....	8
2.14 Tender security.....	9
2.15 Validity of tenders.....	10
2.16 Format and signing of tenders.....	10
2.17 Sealing and marking of tenders.....	10
2.18 Deadline for submission of tender .....	11
2.19 Modification and withdrawal of tenders.....	11
2.20 Opening of tenders.....	11
2.21 Clarification of tenders.....	12
2.22 Preliminary examination.....	12
2.23 Conversion to single currency.....	13
2.24 Evaluation and comparison of tenders.....	13
2.25 Preference	13
2.26 Contacting the procuring entity.....	13
2.27 Award of contract.....	13
2.27.1 Post-qualification.....	13
2.27.2 Award criteria.....	14
2.27.3 Procuring entity's right to vary quantities.....	14
2.27.4 Procuring entity's right to accept or reject any or all tenders .....	14
2.28 Notification of award.....	14
2.29 Signing of contract.....	14
2.30 Performance security.....	15
2.31 Corrupt or fraudulent practices.....	15

## SECTION II - INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### 2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be prequalified.

## 2.4 Contents of the Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 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.

## 2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than 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 that have received the tender document.

2.5.2 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.

## 2.6 Amendment of Documents

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

## 2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below.
- (b) documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2..2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## 2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## 2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## 2.11 Tender Currencies

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

## 2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## 2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and



- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
- 2.14 Tender Security
- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of KShs200, 000.00 (Kenya Shillings Two Hundred Thousand Only).
- 2.14.3 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 2.14.8
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee issued by a reputable bank located in Kenya. The tender security shall be valid for 30 days after bid validity.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.32 and furnishing the performance security, pursuant to paragraph 2.33
- 2.14.8 The tender security may be forfeited:
- i) If the tenderer fails to accept correction of errors
  - ii) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - iii) in the case of a successful tenderer, if the tenderer fails:

- a. to sign the contract in accordance with paragraph 2.32  
or
- b. to furnish performance security in accordance with paragraph 2.33

## 2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the 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 non-responsive.

2.15.2 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 2.14 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.

## 2.16 Format and Signing of Tender

2.16.1 The Procuring entity 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.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

## 2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 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 for Tenders and the words, "DO NOT OPEN BEFORE," as indicated in the tender notice
- (c) 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".

- (d) If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## 2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later the date indicated in the tender notice

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## 2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.8

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

2.19.6 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.

## 2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on as indicated in the tender notice And in the location specified in the Invitation to Tender.

- 2.20.2 The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.3 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.
- 2.20.4 The Procuring entity will prepare minutes of the tender opening.
- 2.21 Clarification of Tenders
- 2.21.1 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 of the tender shall be sought, offered, or permitted.
- 2.21.2 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.
- 2.22 Preliminary Examination
- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 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.
- 2.22.5 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 non-conformity.

## 2.23 Conversion to Single Currency

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

## 2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.24.3 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 Preference

2.25.1 Preference shall not apply in this tender

## 2.26 Contacting the Procuring entity

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

2.26.2 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 Tenderer's tender.

## 2.27 Award of Contract

### 2.27.1 Post-qualification

2.27.1.1 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.

2.27.1.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the

tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.1.3 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.

#### 2.27.2 Award Criteria

2.27.2.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

#### 2.27.3 Procuring entity's Right to Vary quantities

2.27.3.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

#### 2.27.4 Procuring entity's Right to accept or Reject any or All Tenders

2.27.4.1 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

#### 2.28 Notification of Award

2.28.1 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. At the same time the procuring entity shall inform unsuccessful bidders that their bids were unsuccessful

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

#### 2.29 Signing of Contract

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

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award but not before expiry of 14(fourteen) days.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## 2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## 2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

“corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 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.

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

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

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

S/No.	Completeness and Responsiveness Criteria	References	Requirement
1.	Form of Bid	Section 7:Schedule 1	- Amount must be indicated - Properly fill and sign
2.	Appendix to Form of Bid	Section 7:Schedule 2	- Form properly sign
3.	Bid security	Clause 2.14 Section 7: Schedule 3	- In the format provided with all conditions - <u>must be valid for 120 days</u>
4.	Confidential Business Questionnaire	Section 7:Schedule 4	- Properly fill and sign - Provide all required information
5.	Form of Power of Attorney	Section 7: Schedule 5	- Properly fill and sign
6.	Tax Compliance Certificate	Employer's notice	- Copy of certificate Certified by Commissioner for Oaths - Valid
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 - Certified copy of Form CR12
11.	Anti-corruption declaration	Section 7: Schedule 10	- Properly fill and sign
13.	Similar works Completed Satisfactorily	Section 7: Schedule 9	- Properly fill and sign



15.	Schedule of other Supplementary Information / Financial Standings	Section 7: Schedule 6&7	- Properly fill and sign
16.	Copy of Bid Document	Clause 2.16.1	- 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.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	19
3.2 Application.....	19
3.3 Country of Origin.....	19
3.4 Standards.....	19
3.5 Use of Contract documents and information.....	19
3.6 Patent Rights.....	20
3.7 Performance security.....	20
3.8 Inspection and Tests.....	20
3.9 Packing.....	21
3.10 Delivery and documents.....	21
3.11 Insurance .....	21
3.12 Payment.....	21
3.13 Price.....	21
3.14 Assignments.....	21
3.15 Sub contracts.....	22
3.16 Termination for default.....	22
3.17 Liquidated damages.....	22
3.18 Resolution of Disputes.....	22
3.19 Language and law.....	22
3.20 Force Majeure.....	23

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

3.1.1 “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.

3.1.2 “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

3.1.3 “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

3.1.4 “The Procuring entity” means the organization purchasing the Goods under this Contract.

3.1.5 “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### 3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### 3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

### 3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### 3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### 3.6 Patent Rights

3.6.1 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 Goods or any part thereof in the Procuring entity's country

### 3.7 Performance Security

3.7.1 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 in the amount specified in Special Conditions of Contract.

3.7.2 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.

3.7.3 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 or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

### 3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having

previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### 3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### 3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### 3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### 3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

### 3.14 Assignment

- 3.14.1 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
- 3.15 Subcontracts
- 3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract
- 3.16 Termination for default
- 3.16.1 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
- 3.16.2 if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by the Procuring entity
- 3.16.3 if the tenderer fails to perform any other obligation(s) under the Contract
- 3.16.4 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
- 3.16.5 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.
- 3.17 Liquidated Damages
- 3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.
- 3.18 Resolution of Disputes
- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.
- 3.19 Language and Law
- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### 3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## 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 goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- 4.1 Information that complement provisions of Section III must be incorporated and
- 4.2 Amendments and/o supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.



## 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
5 Definitions	The Goods means Acquisition of Batteries and Electronic Signature Upgrade for Traffic Counters  The Procuring entity means Kenya Urban Roads Authority
6 Application	The General and Special condition shall apply to this contract for the procurement of solar road studs
7 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.
8.Tenderer's Eligibility(Evaluation criteria)	2.20 Bidders should provide evidence of financial capability or adequate line of credit from reputable bank registered in Kenya.  2.21 Tenderers are required to commence deliveries of ordered quantities within seven (7) days on receipt of order (LPO) and complete the same deliveries within forty five (45) days from commencement.

### 4.2 Evaluation and Bids Comparison

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

### 4.3 TECHNICAL EVALUATION

Only tenders which passed preliminary evaluation will be considered for Technical evaluation.

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- i. These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- ii. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- iii. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- iv. The tenderers are requested to present information along with their offers as follows:
  1. Shortest possible delivery period of each product
  2. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

**TECHNICAL SPECIFICATIONS FOR THE BATTERIES AND ELECTRONIC SIGNATURE  
UPGRADE FOR TRAFFIC COUNTERS FROM REGULAR TO PLUS**

**3.1 SPECIFICATIONS**

Upgrade of Counter Machines from **REGULAR** to **PLUS** to be able to perform the Following Functions;

1. TIME BASED VEHICLE PLOTS
2. DISPERSION PLOTS
3. BINNED CHARTS
4. VEHICLE STATISTICS
5. PHASE CHARTS
6. STANDARD VEHICLE FORMATS
7. EXOTICS
8. G R FORMATS
9. NYS DOT SUBSYSTEM
10. USER DEFINED EVENT COUNT REPORTS
11. FORMATTED EVENT COUNT REPORTS
12. EVENT COUNT VERIFICATION CHARTS
13. TIME BASED EVENT COUNT PLOTS
14. EXOTICS
15. STANDARD EVENT COUNT FORMATS
16. USER DEFINED VEHICLE REPORT
17. FORMATED VEHICLE REPORTS
18. PHASE REPORTS
19. VEHICLE DATA VERIFICATION CHARTS

Specifications must meet as provided in the table below:

# Signature Type Reference

## Classification

### Tables

Report Name	Base	Regular	Plus	Phase	Description
<b>User Defined Vehicle Reports</b>					
Custom List Report			✓	✓	Custom built reports.
<b>Formatted Vehicle Reports</b>					
Weekly Vehicle Counts	✓	✓	✓	✓	Table of hourly vehicle counts, peaks and averages. One week per page.
Weekly Vehicle Counts (Virtual Week)			✓	✓	Table of hourly vehicle counts, peaks and averages. Compressed into one week.
Vehicle Counts	✓	✓	✓	✓	Report optimized for vehicle counts.
Vehicle Counts (Virtual Day)			✓	✓	Report optimized for vehicle counts. Compressed into one day.
Daily Classes		✓	✓	✓	Class volumes and percentages of daily and weekly flow.
Daily Classes by Direction		✓	✓	✓	Class volumes and percentages by direction.
Daily Classes (Estimated Mass)			✓	✓	Class volumes and percentages of daily and weekly flow with estimated masses.
Class Speed Matrix		✓	✓	✓	Table showing speed versus class, with totals.
Speed Separation Matrix			✓	✓	Table showing speed versus vehicle separation, with totals.
Rolling Day Totals			✓	✓	Daily volume and speed summary in rolling format.
Individual Vehicles			✓	✓	List of each vehicle showing time, speed, class, wheelbase, headway, axles, groups and wheel picture.
Queued Vehicles			✓	✓	List queues showing lead and trailing vehicles.
Speed Statistics			✓	✓	Report showing speed statistics by bin.
Speed Statistics by Hour			✓	✓	Report showing speed statistics by hour.
Separation Statistics			✓	✓	Report showing separation statistics by bin.
Separation Statistics by Hour			✓	✓	Report showing separation statistics by hour.
Adjusted Vehicle Flow			✓	✓	Report showing AADT and ADT.
Data Scan			✓	✓	Data scan with result status.
<b>Phase Reports</b>					
Custom List Report				✓	Custom built phase reports.
Data Phase Report				✓	Individual vehicles ordered by phase, with speed statistics.
Phase Statistics				✓	Phase timing statistics.

### Charts

Report Name	Base	Regular	Plus	Phase	Description
<b>Vehicle Data Verification Charts</b>					
Spectrum of Axle Hits			✓	✓	Chart showing logarithm of sensor hit times.
Correlation of Axle Hits			✓	✓	Chart showing vehicle correlation between sensors.
Audit of Data Quality			✓	✓	Chart showing sensor balance and axle hit quality.
Axle Position Histogram			✓	✓	Axle distribution within vehicles.
Environmental Test			✓	✓	Special report.

Report Name	Basic	Regular	Plus	Phase	Description
<b>Time Based Vehicle Plots</b>					
Vehicle Flow	✓	✓	✓	✓	Plot of integrated vehicle flow versus time.
Velocity Dispersion			✓	✓	Plot of velocity dispersion with time.
Speed			✓	✓	Plot of mean speed with min/max limits.
Flow Stacked by Class			✓	✓	Plot of flow segregated by class.
Flow Stacked by Speed Bins			✓	✓	Plot of flow segregated by speed bins.
Flow Clustered by Class			✓	✓	Plot of flow segregated by class.
Flow Clustered by Speed Bins			✓	✓	Plot of flow segregated by speed bins.
Separation			✓	✓	Plot of vehicle separation.
Lane Occupancy			✓	✓	Plot showing lane occupancy and capacity.
<b>Dispersion Plots</b>					
Speed vs Separation			✓	✓	Plot of speed vs vehicle separation.
Volume vs Speed			✓	✓	Plot of traffic volume vs speed
Density vs Speed			✓	✓	Plot of traffic density vs speed
Density vs Volume			✓	✓	Plot of traffic density vs volume
<b>Binned Charts</b>					
Class Bin Chart			✓	✓	Interactive chart showing class bins.
Speed Bin Chart			✓	✓	Interactive chart showing speed bins.
<b>Vehicle Statistics</b>					
Speed Histogram			✓	✓	Speed distribution and summary showing closest normal distribution.
Notional Speed Limit			✓	✓	Shows changing speed limit.
Wheelbase Histogram			✓	✓	Vehicle wheelbase distribution.
Separation Histogram			✓	✓	Vehicle separation distribution.
<b>Phase Charts</b>					
Phase Spectrum				✓	Chart showing distribution of phase times.
Phase Flow				✓	Chart showing phase-flow distribution.
Phase Speed				✓	Chart showing phase-speed distribution.
Phase Future Position				✓	Chart showing estimated future position.
Phase Queue				✓	Chart showing phase queueing.
Phase Delay				✓	Chart showing phase delay.
Phase Cycle				✓	Time series showing phase-cycle length.

## Special

Report Name	Basic	Regular	Plus	Phase	Description
<b>Standard Vehicle Formats</b>					
Florida SPS Class		✓	✓	✓	Florida DOT Survey Processing Software, class format
Florida SPS Vehicle Volume	✓	✓	✓	✓	Florida DOT Survey Processing Software, volume format
Florida SPS Vehicle Speed		✓	✓	✓	Florida DOT Survey Processing Software, speed format
PRN Class Format		✓	✓	✓	PRN file class counts.
PRN Directional Volume		✓	✓	✓	PRN file directional vehicle counts.
PRN Speed Format		✓	✓	✓	PRN file speed counts.
New England TAS			✓	✓	New England TAS.
QDOT 60 Minute Report		✓	✓	✓	QDOT 60 minute format
QDOT 15 Minute Report			✓	✓	QDOT 15 format
FHWA VTRIS Class Report		✓	✓	✓	FHWA VTRIS Class Report
FHWA VTRIS Vehicle Volume		✓	✓	✓	FHWA VTRIS Vehicle Volume Report

Report Name	Base	Register	Plus	Phase	Description
Report					
TNZ Class Report		✓	✓	✓	Transit New Zealand class report.
MRWA Vehicle Report			✓	✓	MRWA Vehicle report.
FIME 1 3			✓	✓	Fime Reports
FIME 2 4		✓	✓	✓	Fime Reports
<b>Exotics</b>					
Speed Bin Totals		✓	✓	✓	Speed bin totals in 15 minute steps.
Class Bin Totals		✓	✓	✓	Class bin totals in 15 minute steps.
TAMS Vehicle Count Report		✓	✓	✓	TAMS Vehicle Count Report
<b>GR Formats</b>					
GR00 Vehicle Count Report		✓	✓	✓	GR00 Vehicle count report type
GR60 Speed Report		✓	✓	✓	GR60 speed report type
GR66 Class Report		✓	✓	✓	GR66 class report type
GR69 Speed/Class Report		✓	✓	✓	GR69 Speed and Class report type
<b>NYS DOT Subsystem</b>					
NYS DOT Reports		✓	✓	✓	A variety of special format reports for NYS DOT

## Event Count

### Tables

Report Name	Base	Regular	Plus	Phase	Description
<b>User Defined Event Reports</b>					
Event List Report			✓	✓	Text list report of events (useful for export to other programs).
<b>Formatted Event Count Reports</b>					
Weekly Event Counts	✓	✓	✓	✓	Table of hourly event counts, peaks and averages. One week per page.
Weekly Event Counts (Virtual Week)		✓	✓	✓	Table of hourly event counts, peaks and averages. Compressed into one week.
Event Counts	✓	✓	✓	✓	Report optimized for short-term count surveys.
Event Counts (Virtual Day)		✓	✓	✓	Report optimized for short-term count surveys. Compressed into one day.
Adjusted Event Flow			✓	✓	Report showing AADT and ADT.

### Charts

Report Name	Base	Regular	Plus	Phase	Description
<b>Event Count Verification Charts</b>					
Spectrum of Axle Hits			✓	✓	Chart showing logarithm of hit times.
Piezo Test Report			✓	✓	Piezo statistics chart
<b>Time Based Event Count Plots</b>					
Event Flow	✓	✓	✓	✓	Plot of integrated event volume versus time.

### Special

Report Name	Base	Regular	Plus	Phase	Description
<b>Exotics</b>					
Punched Tape	✓	✓	✓	✓	Fischer Porter tape in 15 min bins
<b>Standard Event Count Formats</b>					
Florida SPS Event	✓	✓	✓	✓	Florida DOT Survey Processing Software, event counts.
FHWA VTRIS Event Count Report	✓	✓	✓	✓	FHWA VTRIS Event Count Report
PRN Event Format	✓	✓	✓	✓	PRN File Event counts.
GR00 Event Count Report	✓	✓	✓	✓	GR00 Event Count Report
GR08 Event Count Report	✓	✓	✓	✓	GR08 Event Count Report
GR18 Event Count Report			✓	✓	GR18 Event Count Report
TAMS Event Count Report	✓	✓	✓	✓	TAMS Event Count Report
New England TAS		✓	✓	✓	New England DFL file
TNZ Event Report		✓	✓	✓	Transit New Zealand count report

### **3.2 BATTERY SPECIFICATIONS**

- ✓ Supply User-Replaceable 6V Ah 4D alkaline battery pack with advance power saving features for long battery life
- ✓ Battery life 290 days

### **3.3 Working temperatures**

Applied at substrate and ambient temperatures of a minimum of 0 °C and a maximum of +35 °C.

Note:

All bidders must attach brochures.



SECTION VI - PRICE SCHEDULE FOR GOODS AND SERVICES

1. Acquisition of Batteries and Electronic Signature Upgrade for Traffic Counters from Regular to plus

Supply Point – KURA headquarters

Name of Tenderer..... Tender Number ~~~~~

Item No.	Item Description	Unit of Issue	Quantity Required	RATE KSHS	AMOUNT KSHS
1	Provision of Batteries	No.	55		
2	Upgrading of Counters from Regular to plus	No.	40		
	Total carried to form of tender				

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

Date \_\_\_\_\_

## SECTION VII - STANDARD FORMS

### Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Form of power of attorney:- This form must be completed by the tenderer and submitted with the tender documents.
1. Anti-corruption declaration form:- This form must be completed by the tenderer and submitted with the tender documents.
2. Form of specific experience:- This form must be completed by the tenderer and submitted with the tender documents.
3. Form of financial declaration:- This form must be completed by the tenderer and submitted with the tender documents.
4. Manufacturers authorization form:- This form must be completed by the tenderer and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent
5. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
6. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

**Schedule 1: FORM OF BID**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring  
entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including  
Addenda Nos.....  
*/insert numbers*, the of which is hereby duly acknowledged,  
we, the undersigned, offer to  
provide..... */description*  
*of* /in conformity with the said tender documents for the sum  
of..... */total tender amount in*  
..... *words and*  
*figures*] or such other sums as may be ascertained in accordance with the Schedule of Prices  
attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the items in accordance with the  
schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_  
percent of the Contract Price for the due performance of the Contract, in the form  
prescribed by Kenya Urban Roads Authority.

4. We agree to abide by this Tender for a period of 90 days from the date fixed for tender  
opening of the Instructions to tenderers, and it shall remain binding upon us and may be  
accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written  
acceptance thereof and your notification of award, shall constitute a binding  
Contract between us.

Dated this ..... Day of ..... 20 .....

Signature..... in the capacity of .....

Duly authorized to sign bids on behalf of (Name of Tenderer) .....

.....

(Address of Tenderer).....

(Name of Witness).....

(Signature of Witness).....

(Address of Witness).....

(Occupation of Witness).....

## Schedule 2: Appendix to Form of Bid

(This appendix forms part of the bid)

DESCRIPTION	DETAILS
Bid Security (Bank Guarantee Only)	Kshs. 200,000.00
Employer	Director General Kenya Urban Roads Authority.
Engineer	Director (Urban Roads Planning & Design), Kenya Urban Roads Authority.
Contract Documents	The language of the contract is English
	The law in force is that of the Republic of Kenya
Amount of Performance Security (Unconditional Bank Guarantee)	The performance security shall be in the form of an unconditional bank guarantee in the amount of one (1) percent of the Contract Price
Advance Payment	NIL

Signature of Bidder.....

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]

**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.....

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

\*Citizenship details .....

Part 2(b) - Partnership:

Give details of partners as follows:

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

1. ....

2. ....

3. ....

Part 2(c) - Registered Company:

Private or Public .....

State the nominal and issued capital of the company-

Nominal Kshs. ....

Issued Kshs. ....

Give details of all directors as follows:

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

1. ....

2. ....

3. ....

Part 3: Interest in the Firm:

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

I certify that the information given above is correct.

.....  
Date

.....  
Signature of Bidder

\*\* Delete as necessary

*Attach proof of citizenship (Compulsory)*

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



**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: SCHEDULE OF SIMILAR WORK CARRIED OUT BY THE BIDDER

DESCRIPTION OF WORK	NAME OF CLIENT	VALUE OF WORK (KSHS) *	<i>REMARKS</i>

Note: Bidders shall attach certified copies of letters of award (for each listed work), 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 9: 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 10: MANUFACTURER'S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....[ *name of the manufacturer*] who are established and reputable manufacturers of .....  
*[name and/or description of the goods]* having factories at .....  
..... *[address of factory]* do hereby authorize .....  
..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. ....  
..... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

\_\_\_\_\_  
*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity

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

*(Amend accordingly if provided by Insurance Company)*

## Schedule 12: Performance Security Form

To .....  
[Name of 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 of goods] (hereinafter called “the Contract”).

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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[Name of bank or financial institution]

\_\_\_\_\_  
[Address]

\_\_\_\_\_  
[Date]



## Schedule 13: Bank Guarantee for Advance Payment Form

To .....  
[Name of procuring entity]

[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 institutions], 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 there-under 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 in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

---

[name of bank or financial institution]

---

[address]

---

[date]

**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