



KENYA URBAN ROADS AUTHORITY

FRAMEWORK CONTRACT

FOR

TENDER FOR SUPPLY AND DELIVERY OF VARIOUS OFFICE  
STATIONARY

TENDER NO. KURA/RMLF/HQ/211/2019-2020

CATEGORY-( WOMEN, PLWD,YOUTH)

November , 2019

DIRECTOR CORPORATE SERVICES  
KENYA URBAN ROADS AUTHORITY  
P.O.BOX 41727-00100  
NAIROBI.

DIRECTOR GENERAL  
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**SECTION I – INVITATION TO TENDER**

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

## SECTION II- INSTRUCTIONS TO TENDERERS

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## 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 Kenya Urban Roads Authority'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 Kenya Urban Roads Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the 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 Kenya Urban Roads Authority, 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 tender documents will **cost 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. 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 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, Kenya Urban Roads Authority, 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, Kenya Urban Roads Authority, 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 Kenya Urban Roads Authority, 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 Kenya Urban Roads Authority'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 Kenya Urban Roads Authority'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 Kenya Urban Roads Authority; and
- (c) a clause-by-clause commentary on Kenya Urban Roads Authority'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(c) above, the tenderer shall note that standards for workmanship, material, and goods, 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 up to 2 per cent of the tender price.

2.14.3 The tender security is required to protect Kenya Urban Roads Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

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 or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to Kenya Urban Roads Authority and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by Kenya Urban Roads Authority 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 Kenya Urban Roads Authority.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by Kenya Urban Roads Authority on the Tender Form; or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.27
    - or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## 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 Kenya Urban Roads Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by Kenya Urban Roads Authority as non-responsive.
- 2.15.2 In exceptional circumstances, Kenya Urban Roads Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 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 Bidders 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 un-amended 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 submit their original bid in a sealed and duly marked envelop with Tender Number.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to Kenya Urban Roads Authority at the address given in the Invitation to Tender:

(c) bear, tender number and name in the Invitation for Tenders and the

(d) words, "DO NOT OPEN BEFORE, "the date indicted in the **tender notice**

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

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, Kenya Urban Roads Authority will assume no responsibility for the tender's misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by Kenya Urban Roads Authority at the address specified under paragraph 2.17.2 no later than the date indicted in the **tender notice**

2.18.1 Kenya Urban Roads Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of Kenya Urban Roads Authority 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 2.14.7

2.19.5 Kenya Urban Roads Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 Kenya Urban Roads Authority 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**

Kenya Urban Roads Authority will open all tenders in the presence of tenderers' representatives who choose to attend, on the date indicated in the **tender notice** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.2 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.22 Preliminary Examination**

- 2.22.1 Kenya Urban Roads Authority 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 quantify, 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 Kenya Urban Roads Authority 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 effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Kenya Urban Roads Authority will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Kenya Urban Roads Authority'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 Kenya Urban Roads Authority 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, Kenya Urban Roads Authority 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 Kenya Urban Roads Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22.4
- 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 where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting Kenya Urban Roads Authority**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact Kenya Urban Roads Authority 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 Kenya Urban Roads Authority in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, Kenya Urban Roads Authority will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 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 Kenya Urban Roads Authority deems necessary and appropriate.

2.27.3 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 Kenya Urban Roads Authority will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.27.4 Kenya Urban Roads Authority 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.

### **(e) Procuring entity's Right to Vary quantities**

2.27.5 Kenya Urban Roads Authority 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

**(f) Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 Kenya Urban Roads Authority reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for Kenya Urban Roads Authority's action

**2.28 Notification of Award**

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

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, Kenya Urban Roads Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as Kenya Urban Roads Authority notifies the successful tenderer that its tender has been accepted, Kenya Urban Roads Authority 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 unless there is an administrative review request.

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 Kenya Urban Roads Authority.

**2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from Kenya Urban Roads Authority, 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 Kenya Urban Roads Authority.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the

annulment of the award and forfeiture of the tender security, in which event Kenya Urban Roads Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 Kenya Urban Roads Authority 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;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything
- (ii) of value to influence the action of a public official in the procurement process or in contract execution; and
- (iii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of Kenya Urban Roads Authority, 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 Kenya Urban Roads Authority of the benefits of free and open competition;

2.31.2 Kenya Urban Roads Authority will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	This Invitation for Tenders is OPEN to qualified office stationery suppliers as described in the Invitation to Tender. Successful tenderers shall supply and deliver the items under Framework Contracting on an - as - and - when required basis for a period of seven (7 months) or upon exhaustion of the maximum quantities, whichever comes earlier from the effective date of signing the contract as specified in the Schedule of Requirements Section VI.
2.16.1	Bidders shall prepare submit one original tender document, clearly marking as appropriate.
2.27.4	<i>The award shall be on LOT basis and the Bidder with the LOWEST TOTAL COST per Lot will be awarded the tender.</i>
2.30	<i>Performance security is not applicable</i>

## EVALUATION CRITERIA

**Table 1 : PRELIMINARY REQUIREMENTS (MANDATORY)**

No.	Documents to be submitted	Yes	No
1.	Duly filled tender securing form		
2.	A letter of commitment confirming that prices quoted will be valid for a period of seven ( 7) months.		
3.	Form of Tender duly filled and signed		
4.	Tender validity period of <b>ninety (90)</b> days from the tender opening date		
5.	Certified Copy of Valid Tax Compliance certificate ( Will be confirmed through TCC checker with KRA)		
6.	Copy of Certificate of incorporation		
7.	Certified Proof of a Physical registered office address, Mobile Number and e-mail address		
8.	Copy of Single Business Permit related to this line of Business) from County Governments		
9.	Duly filled Confidential Business Questionnaire		
10.	Serialization of all pages of the bid document		
11.	Valid CR 12 (within 12 months)		
12.	Duly filled Anti-corruption declaration form		

## TECHNICAL EVALUATION CRITERIA

**Table 2: TECHNICAL EVALUATION CRITERIA**

<b>No.</b>	<b>Requirements</b>	<b>Yes/No</b>
1	Reference letters from at least 3 clients	
2	State Credit period (Minimum proposed is 30 days)	
3	Evidence of supply contracts under framework arrangement	
4	Provide a Letter of Reference from the bank or Audited financial statements/ accounts for the last two years	
5	Duly filled and signed Confidential Business Questionnaire	
6	A letter of commitment confirming duration of time to deliver goods from notification by the client	

### **NOTE:**

This is a must meet criteria, bidders that attain Yes in all parameters shall proceed for financial evaluation

### **3. FINANCIAL EVALUATION**

- There shall be no correction of errors. Any bid found to have arithmetic errors shall be disqualified.
- The tender shall be awarded on LOT basis and the Bidder with the LOWEST TOTAL COST per Lot will be awarded.

### SECTION III: GENERAL CONDITIONS OF CONTRACT

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## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- (a) "The Contract" means the agreement entered into between Kenya Urban Roads Authority and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the goods, machinery, and/or other materials, which the tenderer is required to supply to Kenya Urban Roads Authority under the Contract.
- (d) "Kenya Urban Roads Authority" means the organization purchasing the Goods under this Contract.
- (e) "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 Kenya Urban Roads Authority for the procurement installation and commissioning of goods

### 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 Kenya Urban Roads Authority'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

Kenya Urban Roads Authority 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 Kenya Urban Roads Authority'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 Kenya Urban Roads Authority and shall be returned (all copies) to Kenya Urban Roads Authority on completion of the Tenderer's performance under the Contract if so required by Kenya Urban Roads Authority

### 3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify Kenya Urban Roads Authority 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 Kenya Urban Roads Authority's country

### 3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to Kenya Urban Roads Authority 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 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by Kenya Urban Roads Authority and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### 3.8 **Inspection and Tests**

3.8.1 Kenya Urban Roads Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. Kenya Urban Roads Authority shall notify the tenderer in

writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 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 Kenya Urban Roads Authority.
- 3.8.3 Should any inspected or tested goods fail to conform to the specifications, Kenya Urban Roads Authority may reject the goods, and the tenderer shall either replace the rejected goods or make alternations necessary to make specification requirements free of costs to Kenya Urban Roads Authority.
- 3.8.4 Kenya Urban Roads Authority'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 goods having previously been inspected, tested and passed by Kenya Urban Roads Authority or its representative prior to the goods 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 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify Kenya Urban Roads Authority 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 Kenya Urban Roads Authority may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the periods) specified in the Contract, or within any extension thereof granted by Kenya Urban Roads Authority

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of Kenya Urban Roads Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract



3.16.2 In the event Kenya Urban Roads Authority terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the tenderer shall be liable to Kenya Urban Roads Authority 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, Kenya Urban Roads Authority 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 Kenya Urban Roads Authority 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 it's 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**

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.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.10	<p><i>i) Delivery shall be to Kenya Urban Roads Authority Headquarters, Blue Shield Towers <b>as and when required</b> for a period of nine months.</i></p> <p><i>ii) Orders will be placed with the supplier by way of an official Local Purchase Order (LPO)</i></p> <p><i>iii) Orders shall be executed by the supplier as specified on the LPO.</i></p> <p><i>iv) Invoice must be received from supplier immediately on delivery of goods.</i></p>
3.12.1	<i>Credit period shall be 30days from the receipt of invoice</i>
3.13	<i>There shall be no price adjustments.</i>
3.18.1	<i>Disputes will be addressed through arbitration</i>

## SECTION V - TECHNICAL SPECIFICATIONS

### 5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, e.t.c for the products they intend to supply.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the goods 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. Kenya Urban Roads Authority reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
  - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

### 5.2 TECHNICAL SPECIFICATIONS

**NB: Prospective suppliers are advised that the goods quoted must be original, genuine and of good quality. Counterfeit goods shall be rejected by the Employer.**

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**SECTION –VI - SCHEDULE OF REQUIREMENTS**

- i) The estimated quantity is a guide for the requirements and is not a representation of the actual quantities to be ordered.
- ii) The prospective supplier will be expected to hold at least a quarter of the required items during the contract period.

**LOT 1 – INK CARTRIDGES AND TONERS**

ITEM NO	MODEL OF PRINTER /PHOTOCOPIER	TONNER/CARTRIDGE MAKE OR TYPE	Unit	MIN QTY	MAX QTY
1.	LaserJet 500 Colour M 551	CE400A	No	3	10
		CE401A	No	3	10
		CE402A	No	3	10
		CE403A	No	3	10
2.	HP LaserJet P4515X	CC364A	No	3	10
3.	HP LaserJet	Q7551A	No	3	10
4.	HP LaserJet	80A	No	3	13
5.	Kyocera Task Alfa 3050ci	TK-8305 Black	No	3	10
		TK-8305 Yellow	No	3	10
		TK-8305 Magenta	No	3	10
		TK-8305 Cyan	No	3	10
6.	Kyocera CS 4550ci KX	Tk-8505 Y Yellow	No	3	10
		Tk-8505 M Magenta	No	3	10
		Tk-8505 C Cyan	No	3	10
		Tk-8505 K Black	No	3	10
7.	HP LaserJet P2055d	CE505A	No	3	28
8.	HP LaserJet P2015	Q7553A	No	3	10
9.	Kyocera	3010i TK7105	No	3	10
10.	Taskalfa 250i Kyocera	TK655	No	3	10
11.	HP LaserJet	CE250 A- Black	No	3	6
12.	CC503 A- Black	CE251 A- cyan	No	3	6
13.	HP LaserJet	CE252 A- YELLOW	No	3	6
14.	HP LaserJet	CE253 A- Magenta	No	3	6
15.	HP LaserJet	CB 542A-yellow	No	3	6
16.	HP LaserJet	CB 543A-Magenta	No	3	6

17.	HP LaserJet	CB 542A-yellow	No	3	6
18.	HP LaserJet	CB 543A-Magenta	No	3	6
19.		CJC 283MBK Matt black	No	1	2
		CJC283B-Black	No	1	2
		CJC283PC-Cyan	No	1	2
		CJC283M-Magenta	No	1	2
		CJC283PM-Photo Gray	No	1	2
		CJC283Y-Yellow	No	1	2
		CJC283PC-Photo carrt	No	1	2
20.	LaserJet	78A	No	3	10
21.	LaserJet	CC531A- BLUE	No	1	5
22.	LaserJet	CC532A- yellow	No	1	5
23.	LaserJet	CC533A- Magenta	No	1	5
24.	LaserJet	42A	No	3	10

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

## LOT 2 – INK CARTRIDGES AND TONERS

ITEM NO	MODEL OF PRINTER /PHOTOCOPIER	TONNER/CARTRIDGE MAKE OR TYPE	UNIT	MIN QTY	MAX QTY
1.	Laserjet	210A	No	3	10
2.	HP Laser Jet	64A	No	3	14
3.	HP Laser Jet	53A	No	1	2
4.	HP Laser Jet	410A	No	3	10
		411A	No	3	10
		412A	No	3	10
		413A	No	3	10
5.	Kyocera	TK 865K	No	3	4
6.	Kyocera	TK 865C	No	3	4
7.	Kyocera	TK 865M	No	3	4
8.	Kyocera	TK 865Y	No	3	4
9.	Samsung Multixpress C9301	8095K	No	2	4
		8095Y	No	2	4
		8095C	No	2	4
		8095M	No	2	4
10.	Kyocera	8335K	No	3	5
		8335M	No	3	5
		8335C	No	3	5
		8335Y	No	3	5
11.	Kyocera	TK-865	No	3	10
12.	Samsung Multixpress	8095K	No	3	10
13.	Kyocera 2553ci	TK-8345K	No	3	5
		TK-8345Y	No	3	5
		TK-8345M	No	3	5
		TK-8345C	No	3	5
14.	Hp Laser Jet	26A	No	3	10
15.	Hp Laser Jet	12A	No	3	6
16.	TK	8095K	No	3	5

	TK	8095K	No	3	5
	TK	8095K	No	3	5
	TK	8095K	No	3	5
17.	Kyocera	TK- 590 Cyan	No	3	10
18.	Kyocera	TK- 590 Magenta	No	3	10
19.	Kyocera	TK- 590 yellow	No	3	10
20.	Kyocera	TK- 590 Black	No	3	10

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

### LOT 3 – OTHER OFFICE STATIONERY

No.	Description Of Goods	Unit	Min Qty	Max Qty
1.	Photocopying Papers - A3	Reams	50	350
2.	Photocopying Papers –A4 White 80g	Reams	50	2000
3.	Paper Punch	No	2	30
4.	White out	No	2	20
5.	Binder Clips 41mm	Boxes	50	63
6.	Binder Clips 51mm	Boxes	50	63
7.	Box Files Large, Bantex 1450	Boxes	10	2000
8.	Box Files 1451,Bartex	boxes	10	1000
9.	Cello tape Clear 1/4	Each	2	100
10.	Counter Books A4 2 Quire	Dozen	8	50
11.	Counter Books A4 3 Quire	Dozen	10	75
12.	Counter Books A4 6 Quire	Dozen	10	90
13.	Embossed Papers/Clear A4	Reams	10	100
14.	Embossed papers	Reams	10	100
15.	Envelopes A3	Pkts	5	100
16.	Envelopes A4	Pkts	5	200
17.	Envelopes A5	Pkts	5	100
18.	Masking Tape-Big 475*475Mm	No	5	10
19.	Stick Note Pad 175X176X3 (Assorted Colours)	Pkts	5	15
20.	Stick Note Pad 3X3X3-76X76 (Assorted Colours)	Pkts	5	15
21.	Stick Note Pad 2X3 (Assorted Colours)	Pkts	5	15
22.	Short Hand Note Books A5	Pkts	5	5
23.	Dvds	Dozen	20	40
24.	Rulers	No	No.	40
25.	Dvds covers	Dozen	10	80

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



**LOT 4– OTHER OFFICE STATIONERY**

No.	Description Of Goods	Unit	Min Qty	Max Qty
1.	Photocopying Papers –A4 pink 80g	Reams	2	10
2.	Conquer Papers Cream A4	Ream	10	270
3.	Embossed Papers A3/clear	Reams	10	100
4.	Paper Clips 25mm	Boxes	1	3
5.	Paper Clips 33mm	Pkts	1	3
6.	Paper Clips 50mm	Pkt	1	3
7.	Scientific Calculators	Each	5	30
8.	Pritt Glue (Small)	Boxes	2	20
9.	Pritt Glue (Large )	Boxes	2	20
10.	Ring Bidder -2D	Boxes	5	70
11.	Scissors	Dozen	1	5
12.	Spiral file (Manila)	Pkts	1	4
13.	Marker Pen Permanent Ink	Pkts	2	50
14.	Stapler 24/6	Dozen	1	5
15.	Staple remover	Dozen	1	5
16.	Stapler Heavy Duty	Each	5	10
17.	Suspension file	Dozen	1	25
18.	Technical Pencil	Dozen	1	25
19.	Spiral binders 10mm	Boxes	1	5
20.	Spiral binders 12mm	Boxes	1	5
21.	Spiral binders 25mm	Boxes	1	5
22.	Spiral binders 50mm	Boxes	1	5
23.	Staple pins	Boxes	1	10
24.	Short Hand Note Books A4	Pkts	5	5
25.	Conqueror envelopes DL	Dozen	10	270
26.	Power extension cables	No	2	22
27.	Clear folders	Pkts	5	1000
28.	Branded Biro Pens	Pkts	10	500

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

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer: \_\_\_\_\_

Tender No: **Kenya Urban Roads Authority**

**LOT 1 INK CARTRIDGES AND TONERS**

ITEM NO	MODEL OF PRINTER /PHOTOCOPIER	TONNER/CARTRIDGE MAKE OR TYPE	Unit	MIN QTY	MAX QTY	Unit cost in (Kshs.)	Total cost
1.	LaserJet 500 Colour M 551	CE400A	No	3	10		
		CE401A	No	3	10		
		CE402A	No	3	10		
		CE403A	No	3	10		
2.	HP LaserJet P4515X	CC364A	No	3	10		
3.	Hp LaserJet	Q7551A	No	3	10		
4.	Hp LaserJet	80A	No	3	13		
5.	Kyocera Task Alfa 3050ci	TK-8305 Black	No	3	10		
		TK-8305 Yellow	No	3	10		
		TK-8305 Magenta	No	3	10		
		TK-8305 Cyan	No	3	10		
6.	Kyocera CS 4550ci KX	Tk-8505 Y Yellow	No	3	10		
		Tk-8505 M Magenta	No	3	10		
		Tk-8505 C Cyan	No	3	10		
		Tk-8505 K Black	No	3	10		
7.	HP LaserJet P2055d	CE505A	No	3	28		
8.	HP LaserJet P2015	Q7553A	No	3	10		
9.	Kyocera	3010i TK7105	No	3	10		
10.	Taskalfa 250i Kyocera	TK655	No	3	10		
11.	HP LaserJet P2055d	CE250 A- Black	No	3	6		
12.	CC503 A- Black	CE251 A- cyan	No	3	6		
13.	HP LaserJet	CE2552 A- YELLOW	No	3	6		
14.	HP LaserJet	CE253 A- Magenta	No	3	6		

15.	HP LaserJet	CB 542A-yellow	No	3	6		
16.	HP LaserJet	CB 543A-Magenta	No	3	6		
17.	HP LaserJet	CB 542A-yellow	No	3	6		
18.	HP LaserJet	CB 543A-Magenta	No	3	6		
19.		CJC 283MBK Matt black	No	1	2		
		CJC283B-Black	No	1	2		
		CJC283PC-Cyan	No	1	2		
		CJC283M-Magenta	No	1	2		
		CJC283PM-Photo Gray	No	1	2		
		CJC283Y-Yellow	No	1	2		
		CJC283PC-Photo carrt	No	1	2		
20.	LaserJet	78A	No	3	10		
21.	LaserJet	CC531A- BLUE	No	1	5		
22.	LaserJet	CC532A- yellow	No	1	5		
23.	LaserJet	CC533A- Magenta	No	1	5		
24.	LaserJet	42A	No	3	10		
TOTAL( Kenya Shillings)							

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

## LOT 2 INK CARTRIDGES AND TONERS

ITEM NO	MODEL OF PRINTER /PHOTOCOPIER	TONNER/CARTRIDGE MAKE OR TYPE	UNIT	MIN QTY	MAX QTY	Unit cost in (Kshs.)	Total cost
1.	LaserJet	210A	No	3	10		
2.	Hp laser jet	64A	No	3	14		
3.	Hp laser jet	53A	No	1	2		
4.	Hp laser jet	410A	No	3	10		
		411A	No	3	10		
		412A	No	3	10		
		413A	No	3	10		
5.	Kyocera	TK 865K	No	3	4		
6.	Kyocera	TK 865C	No	3	4		
7.	Kyocera	TK 865M	No	3	4		
8.	Kyocera	TK 865Y	No	3	4		
9.	Samsung Multixpress C9301	8095K	No	2	4		
		8095Y	No	2	4		
		8095C	No	2	4		
		8095M	No	2	4		
10.	Kyocera	8335K	No	3	5		
		8335M	No	3	5		
		8335C	No	3	5		
		8335Y	No	3	5		
11.	Kyocera	TK-865	No	3	10		
12.	Samsung Multixpress	8095K	No	3	10		
13.	Kyocera 2553ci	TK-8345K	No	3	5		
		TK-8345Y	No	3	5		
		TK-8345M	No	3	5		
		TK-8345C	No	3	5		
14.	Hp Laser jet	26A	No	3	10		

15.	Hp laser jet	12A	No	3	6		
16.	TK	8095K	No	3	5		
	TK	8095K	No	3	5		
	TK	8095K	No	3	5		
	TK	8095K	No	3	5		
17.	Kyocera	TK- 590 Cyan	No	3	10		
18.	Kyocera	TK- 590 Magenta	No	3	10		
19.	Kyocera	TK- 590 yellow	No	3	10		
20.	Kyocera	TK- 590 Black	No	3	10		
	TOTAL( Kenya Shillings)						

**LOT 3 – OTHER OFFICE STATIONERY**

No.	Description Of Goods	Unit	Min Qty	Max Qty	Unit cost in (Kshs.)	Total cost (Max Qty) (Kshs.)
1.	Photocopying Papers - A3	Reams	50	350		
2.	Photocopying Papers – A4 White 80g	Reams	50	2000		
3.	Paper Punch	No	2	30		
4.	White out	No	2	20		
5.	Binder Clips 41mm	Boxes	50	63		
6.	Binder Clips 51mm	Boxes	50	63		
7.	Box Files Large, Bantex 1450	Boxes	10	2000		
8.	Box Files 1451,Bantex	boxes	10	1000		
9.	Cello tape Clear 1/4	Each	2	100		
10.	Counter Books A4 2 Quire	Dozen	8	50		
11.	Counter Books A4 3 Quire	Dozen	10	75		
12.	Counter Books A4 6 Quire	Dozen	10	90		
13.	Embossed Papers/Clear A4	Reams	10	100		
14.	Embossed papers	Reams	10	100		
15.	Envelopes A3	Pkts	5	100		
16.	Envelopes A4	Pkts	5	200		
17.	Envelopes A5	Pkts	5	100		
18.	Masking Tape-Big 475*475Mm	No	5	10		
19.	Stick Note Pad 175X176X3 (Assorted)	Pkts	5	15		
20.	Stick Note Pad 3X3X3-76X76 (Assorted Colours)	Pkts	5	15		
21.	Stick Note Pad 2X3 (Assorted Colours)	Pkts	5	15		
22.	Short Hand Note Books A5	Pkts	5	5		
23.	Dvds	Dozen	20	40		
24.	Rulers	No	No.	40		
25.	Dvds covers	Dozen	10	80		
Total (Kenya Shillings)						

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

**LOT 4– OTHER OFFICE STATIONERY**

No.	Description Of Goods	Unit	Min Qty	Max Qty	Unit cost in (Kshs.)	Total cost (Maximum Quantity) (Kshs.)
1.	Photocopying Papers –A4 pink 80g	Reams	2	10		
2.	Conquer Papers Cream A4	Ream	10	270		
3.	Embossed Papers A3/clear	Reams	10	100		
4.	Paper Clips 25mm	Boxes	1	3		
5.	Paper Clips 33mm	Pkts	1	3		
6.	Paper Clips 50mm	Pkt	1	3		
7.	Scientific Calculators	Each	5	30		
8.	Pritt Glue (Small)	Boxes	2	20		
9.	Pritt Glue (Large )	Boxes	2	20		
10.	Ring Bidder -2D	Boxes	5	70		
11	Scissors	Dozen	1	5		
12.	Spiral file (Manila)	Pkts	1	4		
13.	Marker Pen Permanent Ink	Pkts	2	50		
14.	Stapler 24/6	Dozen	1	5		
15.	Staple remover	Dozen	1	5		
16	Stapler Heavy Duty	Each	5	10		
17.	Suspension file	Dozen	1	25		
18.	Technical Pencil	Dozen	1	25		
19.	Spiral binders 10mm	Boxes	1	5		
20.	Spiral binders 12mm	Boxes	1	5		
21.	Spiral binders 25mm	Boxes	1	5		
22.	Spiral binders 50mm	Boxes	1	5		
23.	Staple pins	Boxes	1	10		
24.	Short Hand Note Books A4	Pkts	5	5		
25.	Conqueror envelopes DL	Dozen	10	270		
26.	Power extension cables	No	2	22		
27.	Clear folders	Pkts	5	1000		
28.	Branded Biro Pens	Pkts	10	500		
	Total (Kenya Shillings)					

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



**PLEASE NOTE:**

- a) **There shall be no correction of errors. Any bid found to have arithmetic errors shall be disqualified.**
- b) **The contract shall be awarded on LOT basis and the Bidder with the LOWEST TOTAL COST per Lot will be awarded the tender.**
- c) **Only Genuine and original Toners/Items will be accepted by Kenya Urban Roads Authority at the time of delivery.**

## **SECTION VIII - 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 Kenya Urban Roads Authority.
4. 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.
5. 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 Kenya Urban Roads Authority.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by Kenya Urban Roads Authority, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date \_\_\_\_\_

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

To: Kenya Urban Roads Authority \_\_\_\_\_  
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission ( ..... (insert goods description) 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 deliver install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....( Procuring entity).

4. We agree to abide by this Tender for a period of ..... [number] 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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. .... Fax ..... E mail  
 .....  
 Nature of Business  
 ,.....  
 Registration Certificate No.  
 .....  
 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**

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
...	.....	.....	.....
3. ....	.....	.....	.....
.....	.....	.....	.....
4. ....	.....	.....	.....
.....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or Public  
 .....

State the nominal and issued capital of company-

Nominal Kshs. ....

Issued Kshs. ....

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....	.....	.....	.....
2. ....	.....	.....	.....
.....	.....	.....	.....



BID -SECURING DECLARATION FORM

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date:..... [insert date (as day, month and year) of Bid Submission] Tender No. ....[insert number of bidding process]

To:..... insert complete name of Purchaser]

We, the undersigned, declare that:

- 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
- 2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of 5 years starting on the date of expiration of tender validity period, if we are in breach of our obligation(s) under the bid conditions, because we –
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,
    - (i) fail or refuse to execute the Contract, if required, or
    - (ii) fail or refuse to furnish the Performance Security, in accordance with the Instruction to tenderers.
- 3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (i) our receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) twenty-eight days after the expiration of our Tender.
- 4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: .....[insert signature of person whose name and capacity are shown] in the capacity of ..... [insert legal capacity of person signing the Bid Securing Declaration]

Name: .....[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: ..... [insert complete name of Bidder]

Dated on ..... day of ....., ..... [insert date of signing

## 8.4 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between ..... [name of Procurement entity] of ..... [country of Procurement entity] (hereinafter called "Kenya Urban Roads Authority) of the one part and ..... [name of tenderer] of ..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part;

WHEREAS Kenya Urban Roads Authority 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) KENYA URBAN ROADS AUTHORITY's Notification of Award
3. In consideration of the payments to be made by KENYA URBAN ROADS AUTHORITY to the tenderer as hereinafter mentioned, the tender hereby covenants with KENYA URBAN ROADS AUTHORITY to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KENYA URBAN ROADS AUTHORITY 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 Kenya Urban Roads Authority

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

*(Amend accordingly if provided by Insurance Company)*

8.5 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]



8.6 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 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority 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 Kenya Urban Roads Authority 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]

## 8.7 MANUFACTURER'S AUTHORIZATION FORM

To: *[name of Kenya Urban Roads Authority] .....*

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.

**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

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.....