



KENYA URBAN ROADS AUTHORITY

Efficient and safe urban roads

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P.O. Box 41727-00100, GPO, NAIROBI

**TENDER FOR DOCUMENT
FOR
THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING
OF DOOR ACCESS CONTROL, SECURITY ALARM SYSTEM
AND CLOSED CIRCUIT TELEVISION (CCTV) TO KURA
OFFICES AT BARABARA PLAZA, BLOCK D**

TENDER NO. KURA/RMLF/HQ/247/2018-2019

May, 2019

**DIRECTOR, CORPORATE SERVICES
KENYA URBAN ROADS AUTHORITY
P. O. BOX 41727 – 00100
NAIROBI**

**DIRECTOR GENERAL
KENYA URBAN ROADS AUTHORITY
P. O. BOX 41727 – 00100
NAIROBI**

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SECTION I - INVITATION FOR TENDERS

TENDER NO. KURA/RMLF/HQ/247/2018-2019 TENDER FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DOOR ACCESS CONTROL, SECURITY ALARM SYSTEM AND CLOSED CIRCUIT TELEVISION (CCTV) TO KURA OFFICES AT BARABARA PLAZA, BLOCK D.

- 1.1 The Kenya Urban Roads Authority (KURA) invites sealed tenders from dully registered Firms for the **Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV)** and maintenance of the systems subject to availability of budget.
- 1.2 Interested and eligible Firms may obtain further information from and inspect the tender documents at Procurement Office, IKM Place, 4th Floor, 5th Ngong Avenue, Off Ngong Road, and Nairobi during normal office working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000.00 (**Kenya shillings One Thousand Only**) in form of Banker's Cheque payable to Kenya Urban Roads Authority. The same documents can be accessed from KURA Website www.kura.go.ke and Public Procurement Information Portal www.tenders.go.ke for free but bidders to register after the mandatory pre bid conference.
- 1.4 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **(120) days** from tender opening date.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at IKM Place, 4th Floor, 5th Ngong Avenue, Off Ngong Road, Nairobi so as to be received on or before **the date and time in the tender notice.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the Firms ' representatives who choose to attend at the Boardroom, 3rd Floor, IKM Place, 5th Ngong Avenue, Off Ngong Road Nairobi.

Deputy Director, SCM

FOR: DIRECTOR GENERAL

SECTION II - INSTRUCTION TO TENDERERS

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SECTION II ~ INSTRUCTIONS TO TENDERERS

2.1. Eligible Tenderers

- 2.1.1 This Invitation for Tender is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 KURA's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender pursuant to section 33 of the Act 2005.
- 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 KURA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KURA, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/= for hard copy and free for those who download.
- 2.2.3 KURA shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Instructions to Tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of Requirements
 - (v) Details of services
 - (vi) Form of Tender
 - (vii) Price Schedules
 - (viii) Contract Form
 - (ix) Confidential Business Questionnaire Form
 - (x) Tender security Form
 - (xi) Performance security Form
 - (xii) Declaration Form
 - (xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Tender Documents

2.4.1 A Candidate making inquiries of the tender documents may notify KURA by post, fax or by email at KURA's address indicated in the Invitation for tenders. KURA will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of the tenders, prescribed by KURA. 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 candidates who have received the tender documents.

2.4.2 KURA shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, KURA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KURA, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 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) Tender security furnished in accordance with paragraph 2.12 (if applicable)
- (d) Declaration Form.

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedule furnished in the tender documents, indicating the services to be provided.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to 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 it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KURA's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security is required to protect KURA against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

a) 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.

2.12.3 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 shall be rejected by KURA as non-responsive, pursuant to paragraph 2.20.5

2.12.4 The bid security shall be in the form of unconditional bank guarantee from a reputable bank selected by the bidder and located in Kenya. The format of the bank guarantee shall be in accordance with bid security included in Section 3. The bid security shall remain valid for a period of thirty (30) days beyond the original validity period for the bid, and beyond any period of extension subsequently requested.

2.12.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity.
- (b) If the tenderer reject correction of an arithmetic error in the tender.
- (c) in the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 2.29 or
 - (ii) To furnish performance security in accordance with paragraph 2.30.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KURA as non-responsive.

2.13.2 In exceptional circumstances, KURA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare **one (1) original and (1) copy** of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL TENDER**" and "**COPY OF TENDER**". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to KURA at the address given in the Invitation to Tender.
- (b) Bear tender number and name in the invitation to tender and the words, "**DO NOT OPEN BEFORE** the Closing date and time indicated on newspaper advertisement

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KURA will assume no responsibility for the tender’s misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by KURA at the address specified under paragraph 2.15.2 not later than the **Closing date and time indicated on tender notice**.

2.16.2 KURA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of KURA and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by KURA as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

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

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 KURA will open all tenders in the presence of tenderers’ representatives who choose to attend, at the Closing date and time indicated on tender notice and in the location specified in the invitation for tenders. The tenderers’ representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers’ names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender and such other details as KURA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Employer may, at his discretion, extend the deadline for the submission of bids through the issue of an Addendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

2.18.3 KURA will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders KURA 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.

2.19.2 Any effort by the tenderer to influence KURA during tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 KURA 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.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 KURA 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, KURA 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 KURA's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by KURA and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21. Conversion to single currency

2.21.1 Where other currencies are used, KURA will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22. Evaluation and Comparison of Tenders

2.22.1 KURA will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 KURA's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2, the following evaluation methods will be applied.

(a) Operational Plan

(i) KURA requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KURA's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. KURA may consider the alternative payment schedule offered by the selected tenderer.

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

2.23. Contacting KURA

2.23.1 Subject to paragraph 2.19 no tenderer shall contact KURA on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence KURA in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as KURA deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KURA will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 KURA will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract award, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's Right to accept or Reject any or all Tenders

2.26.1 KURA 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 KURA's action. If KURA determines that none of the tenders is responsive, KURA shall notify each tenderer who submitted a tender.

2.26.2 KURA 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.

2.26.3 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.

2.27 Notification of Award

2.27.1 Prior to the expiration of the period of tender validity, KURA will notify the successful tenderer in writing that its tender has been accepted. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and KURA pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 KURA will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as KURA notifies the successful tenderer that its tender has been accepted, KURA will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KURA.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 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 days unless there is an administrative review request.

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in a form acceptable to KURA.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KURA may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 KURA requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 KURA 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

2.30.3 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 for the Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

(I) Provisions of Appendix to instructions to Tenderers

Instruction to tender reference	Particulars of Appendix to instructions to tenderers
2.1.1 Eligible Tenderers	Kenyan Registered Firms
2.10 Tender Currencies	Prices shall be quoted in Kenya Shillings
2.11 Tenderers Eligibility and Qualifications	The Tenderer shall furnish the procuring entity with documentary evidence of financial and technical capability necessary to perform the contract
2.12 Tender Security	Kshs. 100,000/= in form of Bank guarantee and in the format provided in the tender document only
2.13 Validity of Tenders	120 days
2.14.1 Number of Tender Copies Required	One (1) original and one (1) replica copy properly bond.
2.15.2 (b) State day, date and time of tender closing	Closing date and time indicated on tender notice
2.16.1 State day, date and time of tender closing	<i>As 2.15.2 (b) above</i>
2.16.3 Bulky tenders	Delivered to The Director General's Office, Kenya Urban Roads Authority, IKM Place, 3rd Floor, 5th Ngong Avenue, Off Ngong Road,, NAIROBI.
2.18.1 Opening of Tenders	<i>As 2.15.2 (b) above</i>
2.22. The evaluation criteria	See (II) below

(II) Criteria of Evaluation

The method of evaluation will be Merit Point System, and the evaluation criteria will be applied as indicated here below: -

All documents *MUST* be certified by a Commissioner of Oaths

1.	MANDATORY REQUIREMENTS	POINTS	
a)	Submit valid tender security of Kshs.100,000/- and in the form stipulated in the tender document	YES/NO	
b)	Certified Certificate of registration with NCA		
c)	Certified Certificate of registration with ERC		
d)	Certified Certificate of registration with CA		
e)	Certified copy of Certificate of Incorporation/Registration		
f)	Certified copy of Valid Tax Compliance Certificate from KRA		
g)	Certified Copy of PIN/VAT Certificate		
h)	Certified copy current of CR 12		
i)	Certified Copy of Current Business License from Nairobi City County or any other County where business is located		
J	Completed Confidential Business Questionnaire Form		
k)	Duly completed, signed and stamped form of tender		
l)	Properly bound, good presented document. Loose documents will not be accepted.		
m)	All pages must be sequentially serialized as per the tender notice		

NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation.

2.	TECHNICAL EVALUATION OPERATIONS PERFORMANCE & HUMAN RESOURCES	MAXIMUM SCORE	PERCENTAGE SCORES
a)	Firms Experience; 1. Certified List of at least 5 major Corporate Clients and their recommendation letters. 2. Certified Copies of most recent award letters/contract for Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance services for at least five 5 major Corporate Clients. 3. Membership to a Professional body for the	30	
b)	Professional qualifications and experience of key personnel Certified List of at least five (5) key professional staff Their CVs, certified copies of certificates and responsibilities which must be signed, dated and stamped by the bidding firm.	20	
c)	Technical capability 1. Attach technical catalogues and brochures for the equipment to be supplied 2. The technical staff Must have relevant membership to a Professional body 3. All equipment supplied must have the Manufacturer's warranty 4. Manufacturers authorization for the firm doing business (shall be confirmed and verified from the manufacturer)	25	
d)	Financial Capability 1. Certified audited accounts for the last three (3) years. Proof of financial stability. 2. Proof of ability to pay salaries in advance 3. without depending on procuring entity's payment (working capital)	15	
e)	Work Methodology and time frame The bidder Must provide a detailed work methodology with clear timelines	5	
f)	Insurance Policy Insurance policy for employees: Valid work injury benefit policy or group; Contractual liability insurance policy cover of not less than 10,000,000/- per event per Year. Attach certified copies of the policies.	5	
	TOTAL TECHNICAL SCORE	100	

Qualification Mark

The qualification mark shall be **70 % (percent)** for a bidder to qualify for the financial evaluation.

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 KURA 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 Services” means services to be provided by the tenderer including any documents, which the tenderer is required to provide to KURA under the Contract.
- (d) “KURA” means the organization procuring the services under this Contract

- (e) “The Contractor” means the organization or firm providing the services under this Contract.
- (f) “GCC” means the General Conditions of Contract contained in this section.
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not super ceded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of requirements.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without KURA’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KURA in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without KURA’s prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of KURA and shall be returned (all copies) to KURA on completion of the contract’s or performance under the Contract if so required by KURA.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify KURA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KURA the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to KURA as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KURA and shall be in the form of Bank guarantee and in the format provided in the tender document only:

3.6.4 The performance security will be discharged by KURA and returned to the Candidate not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by KURA in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the contractor under this Contract shall be specified in SCC

3.8.2. Payment shall be made promptly by KURA, but in no case later than sixty (60) days after submission of an invoice or claim by the contractor.

3.9. Prices

3.9.1 Prices charges by the contractor for Services performed under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the tenderer in its tender or in KURA's request for tender validity extension the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.

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

3.9.3 Where contract price variation is allowed the variation shall not exceed 10% of the original contract price

3.9.4 Price variation requests shall be processed by KURA within 30 days of receiving the request.

3.10. Assignment

3.10.1 The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with KURA's prior written consent.

3.11. Termination for Default

3.11.1 KURA may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:

- (a) If the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KURA.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contract in the judgment of KURA has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.11.2 In the event KURA terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered and the Contractor shall be liable to KURA for any excess costs for such similar services.

However the contractor shall continue performance of the contract to extent not terminated.

3.12. Termination for Insolvency

3.12.1 KURA may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to KURA.

3.13. Termination for Convenience

3.13.1 KURA by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entities convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination KURA may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 KURA and the contractor shall make every effort to resolve amicably by direct informal negotiations and disagreement or disputes arising between them under or in connection with the contract

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16. Applicable Law

3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise expressly specified in the SCC.

3.17 Force Majeure

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

3.18 Notices

- 3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by Fax or Email and confirmed in writing to the other party's address specified in the SCC.
- 3.1.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

4.2 Special conditions of contract with reference to the general conditions of contract.

Reference of general conditions of contract	Special condition of contract
3.6 Performance Security	A performance security of 5% of the total contract price in the form of a bank guarantee from a reputable commercial bank will be required from the winning bidder.
3.7 Delivery of Services	2018/2019 financial year. The goods/services shall be delivered to KURA offices at Barabara Plaza, Block D at the respective offices and floors before 30 th June, 2019.
3.8 Payment	Within 30 days after receipt of Invoice/Debit Notes
3.9 Price Adjustments	Price adjustments shall not be allowed for the entire contract period
3.14 Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the adjudication or arbitration in accordance with the laws of Kenya.
3.17 Applicable law	The Laws of Kenya
3.18 Notices	The Director General, Kenya Urban Roads Authority, IKM Place, 3rd Floor, 5th Ngong Avenue, Off Ngong Road, P.O. Box 41727 – 00100, NAIROBI. Tel. 020 8013844

SECTION V - SCHEDULE OF REQUIREMENTS

Background

The Kenya Urban Roads Authority (KURA) is a State Corporation established under the Ministry of Roads by the Kenya Roads Act, 2007 with the core mandate of management, development, rehabilitation and maintenance of all public roads in Cities and Municipalities in Kenya except where those roads are national roads. As a leading Government Agency with the above mandate, KURA has set aside funds for the Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems for KURA offices for the financial year 2018/2019.

Notes for preparing Schedule of Requirements

1. The schedule of Requirements shall be included in the tender documents by KURA and shall cover, at the minimum, a description of the Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems to be provided and full particulars of the same.
2. The objectives of the schedule of requirements are to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular the price schedule for which a form is provided in Section VI must be carefully completed.
3. In addition, the schedule of requirements together with the price schedule should serve as a basis in the event of services variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION VI: TECHNICAL SPECIFICATIONS / DESCRIPTION OF SERVICES

5.1 General

- 5.1.1 These specifications describe the requirements for the equipment's and services. The tenderers are requested to submit with their offers detailed specifications, drawings, catalogues, etc. of the products they intend to supply for the **Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV)** and maintenance of the systems.
- 3.1.2 The Tenderer must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 3.1.3 The Tenderers shall be required to deploy adequately trained technical personnel to carry out the works at the indicated site in accordance with the detailed and itemized Bill of Quantities (BOQ's).
- 3.1.4 Where the Tenderer because of the nature of the works being carried out, interferes with the aesthetics of the building, shall be required to maintain to the minimum, the interruption of the aesthetics of the building and where possible reinstall the structure to its original state (good workmanship).
- 3.1.5 The tenderers are requested to present information along with their offers as follows:
 - i. Shortest possible delivery period of each the contract

- ii. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.
- iii. Provide warranty for the supplied goods

SECTION VII – SCHEDULE OF SECURITY REQUIREMENTS FOR FY 2018/2019

BILL NO. 1: ACCESS CONTROL SYSTEM INSTALLATION

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT KShs. Cts.
	<p>Supply, install, test, commission and set to work (To the full satisfaction of all parties to the contract) the following: - PLEASE NOTE ALL EQUIPMENT TO COME WITH MINIMUM 3YEARS MANUFACTURES WARRANTY AND LICENSES</p> <p>1 1. PREAMBLE</p> <p>1.01a). Total No. of double leaf doors. 12 No.</p> <p>b) Total No. of single leaf doors. 4 No.</p> <p>c) Details of doors, door handles, frames etc. to be confirmed with the Project Architects, Edon Consultants International,19684-00200,<u>NAIROBI</u>.</p> <p>d) Strike : Electric</p> <p>1.01 <u>BILLS OF QUANTITES</u></p> <p>Supply, install, test, commission and set to work the following: -</p> <p>a) Supply and install combination Biometric finger print and proximity card readers for Access control (in and out operation). The readers should support fake/live finger detection, user capacity of 1,000, log capacity of 5,000, TCP/IP support, support for slave biometric fingerprint reader. inbuilt reader for Mifare,RFID, 125KHz-EM4100 cards. 500 dpi optical finger print reader with less than 0.0000001% false acceptance rate. Ethernet 10BaseT, RS-232/485 and Wiegand interfaces. Door open switch and door strike inputs. NO/NC 5A relay for door control. 12V DC power supply complete with power supply cables. As Genie AC2500 or as approved by engineer.</p> <p>b) Supply and install slave Biometric finger print readers for access control (in and out operation). Support for fake/live finger detection. Inbuilt reader fo,RFID, 125KHz-EM4100 cards. 500 dpi optical finger print reader. RS-232/485 interface. 12V DC power supply complete with power supply cables. As Genie SR-100FP or as approved by engineer.</p> <p>Client Base Station -A dedicated slave computer 8 GB RAM/1TB HDD/17' SVGA non-radiation emitting screen/key board/mouse/ DVD RW. The computer to be supplied with all the associated software to run the entire Security network. Computer to be as Dell Vostro or HP or Toshiba and to be approved. -Provisional</p> <p>1.02 Mortice door lock cylinder, complete with non-duplicatable key for each terminal, capable of operating the lock whether power is available or not. 1 No.</p> <p>1.03 16 No.</p>				
Total C/F to Page 2					-
ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT KShs. Cts.

	Total B/F from Page 1				-
a)	Door handle. Please check with Architects first.	16	No.		-
b)	Electric door opener	16	No.		-
c)	Door MAGNET (500 kg) Res. Force.	16	No.		-
d)	Automatic door-closures as Union or approved equivalent	16	No.		-
1.04a)	Supply proximity cards, each bearing photograph of individual staff member. Conduct tailor-made programming of each card as per Client's requirements. The cards to be complete with printing.(provisional to be confirmed by client). To show name, photo, designation, logo, personl file number, signature, national ID no. and staff number. To be complete with tag and card holder	250	No.		-
1.04b)	Supply proximity cards, for visistors indicating visitors pass for a given floor access only with unique series for each floor as directed by client. Conduct tailor-made programming of each card as per Client's requirements. The cards to be complete with printing.(provisional to be confirmed by client). Complete with tag and card holder.	100	No.		-
1.05	Allow for associated cabling, installation, testing, commissioning, all accessories, customized programming, training and handing over.	1	Item		-
1.06	Any other items necessary to complete the access control system satisfactorily. Please list the items 1. _____ 2. _____ 3. _____	1	Item		-
1.07	Allow for 1-week dedicated training of the client nominees (Assume 50 No.) on the operations of the door access control system	1	Item		-
1.08	Allow for integration with Fire Alarm system to enable automatic opening in case of emergency	1	Item		-
Total for Bill No. 1 Access Control C/F to Summary Page for Security Installations					-

BILL. NO 2. SECURITY ALARM INSTALLATIONS

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT KShs. Cts.
	Supply, install, test, commission and set to work (To the full satisfaction of all parties to the contract) the following: -				
2.00	Power supply to security alarm panel comprising 2A fused unswitched spur unit, wiring in 3 x 2.5 m ² SC-PVC-CU cables and all accessories.	1	No.		-
2.01	24-zone security alarm panel, capable of being used with fixed panic buttons, motion sensors, smoke detectors, and remote panic buttons. (State make and type of the panel).	2	No.		-
2.02	Security Alarm signal transceiver wired to the main security alarm panel	2	No.		-
2.03	Long-life sealed battery array to give minimum 72-Hour back-up on sustained power failure. The battery unit to be complete with its own enclosure/ cubicle, and an automatic battery charger.	2	No.		-
2.04	Spring loaded 10A double-knock panic buttons wired to the main security alarm panel,	75	No.		-
2.05	Peak-infra-red motion sensors, wired to the Control Panel.	80	No.		-
2.06	Allow for wiring of all the points above to the main Security Alarm panel in fire-resistant/tamper-proof cables.	155	Points		-
2.07	Installation charges	1	Item		-
2.08	Communications Authority of Kenya Annual License.	1	Item		-
2.09	Allow for providing 3-months, initial back up, prior to signing of back-up agreement.	1	Item		-
2.10	Any other items (please specify) 1. _____				
Total C/F to Page 4					-

BILL. NO 2. SECURITY ALARM INSTALLATIONS

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	AMOUNT	
					KShs.	Cts.
	Total B/F from Page 3					-
2.11	Allow for connection to the main fire alarm panel.	1	Item			-
2.12	Testing, commissioning, handing over of the installation, including conducting a demonstration to the client, including handing over maintenance/ operations manuals.	1	Item			-
2.13	Remote Hand-held double-knock panic buttons wired to the security alarm panel.	20	No.			-
2.14	Security Alarm break glasses at the main entrance	10	No.			-
2.15	Vandal proof steel cabinet big enough to ensure suitable space to house all items of electronic security. To be made in 1.6mm powder coated steel with sufficient ventilation for control of equipment working temperature. Should have 2 security locks on the doors with different keys for dual control. Cabinet to be secured to floor and/or wall	1	No.			-
2.16	Vibration sensors wired to the main security alarm panel.	40	No.			-
Total for Bill No. 2 Security Alarm C/F to Summary Page for Security Installations						-

BILL. NO 3. CCTV INSTALLATIONS

Item No.	Description	Qty	Unit	Rate	Amount KSh. Cts.
3.01	<p>Supply, install, test, commission and set to work (To the full satisfaction of all parties to the contract) the following: - PLEASE NOTE ALL EQUIPMENT TO COME WITH MINIMUM 3YEARS MANUFACTURES WARRANTY</p> <p>NVR, Network Video Recorder with the following specs; 1. RAID 5/6, 2. Integrated video management, 3. H.265, MPEG-4 video compression, 4. Rack mount, 5. 8X12 TB storage, 6. remote Access, 7. external DVD/CD writer, USB 2.0, 8. PTZ control, 9. CCTV keyboard support, 10. 2 x Gigabit ethernet, 11. Webclient. 12. PoE Capabilities. This from a reputable make and to be approved.</p>	1	Item		-
3.02	IP Video Management System/Software client server for over 60 channels per station. To be full VMS. To have Multisite support, over 5web connections, HD and SD resolution, Support for Windows 7/8/10, alarm management, Integration. To integrate with existing system.	1	Item		-
3.03	Client Base Station -19inch rack mount RAID 5, H.265, MPEG 4 compression, minimum 1080p support, 2x USB 2.0 port, 2xGigabit LAN, 1TB memory, Remote access, PTZ control, CCTV keyboard support, Manual or automatic back-up, Minimum 8GB RAM	1	No.		-
3.04	Cisco Router with support for variety of WAN connections, including xDSL, Ethernet, 3G/4G LTE, and fiber with inbuilt Encryption, VPN, firewall, and URL filtering and to be approved.	1	No.		-
3.04a)	<p>Vandal proof polycarbonate indoor/outdoor dome cover IP PoE digital camera as approved with the following specifications:-</p> <p>3 axis Mini Dome (360⁰ horizontal x 90⁰ vertical) Powerful MPEG-4 Video compression. Supports up to 30 frames per second at full HD1080p resolution</p> <ul style="list-style-type: none"> ▪ Bidirectional G.711 and G.726 audio communication ▪ Synchronized full-duplex one channel audio and video ▪ Intelligent bit rate control (flexible for difficult network environments) ▪ Embedded streaming server and embedded Web Server ▪ Motion-detected and event-triggered alarm processing ▪ Sensor-triggered recording and TFP; 	35	No.		-
	Total C/F to Page 6				-

BILL NO. 3 – BILLS OF QUANTITIES - CCTV INSTALLATIONS

AMOUNT

DESCRIPTION				(KShs Cts)
Total B/f from Page 5				-
	One (1) alarm input			
	One (1) relay output			
	▪ 1/3 in. (8 mm) Sony Super HAD CCD			
	410K CCD Day-Night with IR cut filter varifocal lens			
	410K CCD standard varifocal lens			
	270K CCD fixed lens			
	▪ True Day-Night capability, without loss of resolution and/or clarity.			
	User authentication			
	128-bit encrypted data stream (selectable, for added security) (State make and type, and enclose catalogues)			
b)	As above but PTZ IP camera with IP66 housing (State make and type, and enclose catalogues)	5	No.	-
3.05	Anodized aluminium brackets, minimum 4mm thickness.	5	No.	-
3.06	5kW true-online rack mount UPS for the system	1	No.	-
3.07	60inch LED HD screens as Sony, Samsung, LG and to be approved.	2	No.	-
3.08	Training: Allow for conducting a 2-week Training on selected staff on the use of the CCTV system, including operational proficiency.	1	Item	-
	Note: The training will only be considered complete <u>after</u> presenting a signed/stamped form from the client’s authorized representative			
3.09	Installation, Testing, commissioning and handing over Maintenance/Operations Manual for all equipment.	1	Item	-
3.10	Any other items to complete the CCTV Installation (please specify)			

3.11	UTP CAT 6e copper cable as Siemon or approved equivalent in 305M boxes	7	Rolls	-
3.12	RJ45 terminations both ends with complete with crimping.	1	Item	-
3.13	48port patch panel as Siemon	1	no.	-
3.14	48port PoE Switch as Cisco 9200 series	1	No.	-
3.15	22U perforated equipment rack as Siemon	1		
	1 No.			
Total for Bill No. 3 CCTV C/F to the Summary Page for Security installations				

BILL NO. 4 – GENERAL ITEMS

Item No.	Description	Qty	Unit	Rate	Amount KSh. Cts.
4.01	Carry out comprehensive Access Control, security alarm,CCTV and electric fence Installation, tests and analysis after installation and present documentation:		1 item		-
4.02	Allow for presentation of all the required samples as per specifications, Bills of Quantities and Drawings.		1 Item		-
4.03	<p>Prepare and submit Working Drawings as follows:-</p> <ul style="list-style-type: none"> i) Draft soft copy in Archicad® and Autocad® in CD-RW. ii) Amended soft copy in Archicad® and Autocad® in CD-RW. iii) 5 Final soft copies in Archicad® and Autocad® in CD-RW to Architect, Client, Quantity Surveyor, and Engineer (2 copies) v) 2 Amended hard copies of Working Drawings in Ao (Scales 1:50 and 1:25) to Engineer, Architect and Main Contractor. vi) 11 No. Final hard copies of working drawings in Ao (Scales 1:50, 1:25) to Engineer (3 copies), Architect (1 copy), Quantity Surveyor (1 copy), Client (3 copies), Contractor (3 copies). iv) 3 Draft hard-copies of Working Drawings in Ao (Scales 1:50, 1:25) to Engineer, Architect and Main Contractor. <p>(Note: Full set of drawings to be presented as per drawing list).</p>		1 Item		-
4.04	<p>As item no. 4.03, but for Record (As-Installed) Drawings comprising:</p> <ul style="list-style-type: none"> i) Fully dimensioned drawings of all plants and apparatus. ii) General arrangement drawings of equipment, plant etc. iii) Routes – types and sizes and arrangement of all pipework. iv) System schematics and trunking diagrams showing all salient information relating to control and instrumentation. v) Grading charts vi) Wiring and piping diagrams of plant and apparatus. vii) Schematic diagram of individual plants and switch and control boards. viii) All the required operating instructions for all panels, boards, control panels etc. 		1 Item		-
Total C/F to Page 8					-

BILL NO. 4 GENERAL ITEMS

Item No.	Description	Qty	Unit	Rate (KSh)	Amount KShs. Cts.
	Total B/F from Page 7				-
4.05	Prepare and submit Maintenance Manuals for all items installed.		1 Item		-
4.06	Provide a year's (12 months') initial maintenance upon expiry of the Defects Liability Period. The maintenance to be carried out every quarter (3 months) for a period of 12 months.		1 Item		-
4.07	<u>All other items</u> of general preliminary to cover, but not limited to:-				-
	i) Attendance on all other sub-contractors, such as for Communication Services, Mechanical Installations, Security Installations, Sound Equipment/Wiring Installations, services etc.				-
	ii) Hiring and keeping a Supervisor/Foreman on site				-
	iii) Constant supervision of the works.				-
	iv) Provision of all the required spares.				-
	v) Testing and Inspection of materials/works.				-
	vi) Provision of labour camps.				-
	vii) Storage of materials.				-
	viii) Initial maintenance (During Defects Liability)				-
	ix) Providing water/electricity for the works.				-
	x) Protection of the works/materials				-
	xi) Clearing away on completion.				-
	xii) Preparing Final Account.				-
	xiii) Providing all Test Certificates, etc.		1 Item		-
Total C/F to Summary page					-

SUMMARY PAGE:

ITEM	DESCRIPTION	AMOUNT	
		KSHS.	CTS.
S.01	Preliminaries Brought Forward		-
S.02	Bill No. 1: Access Control systems Installations B/F		-
S.03	Bill No. 2: Security alarm Installations B/F		-
S.04	Bill No. 3: CCTV Installations B/F		-
S.05	Bill No. 5 General Items B/F from		-
S.06	Sub-total		-
S.07	Contingency amount		1,000,000.00
Total C/F to Form of Tender for Security Installations			-

Total Amount in words

.....

Tenderer's Name and Stamp

Signature.....

Date

.....

PIN No.

VAT No.

..... Witness

Address

Signature

Date

Notes on the standard 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. **PRICE SCHEDULE FORM** -The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - As per the tender document the tenderer shall provide tender security in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer 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 KURA.

Form of Tender

To: KURA

Date

Tender No. KURA/RMLF/HQ/247/2018-2019

Tender Name: Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems for KURA offices under this tender in conformity with the said Tender document 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 Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems in accordance with the conditions of the tender.

3. 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.

4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this _____ day of _____ 2018

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

CONTRACT FORM

** (To be signed after the award of a contract)

THIS AGREEMENT is made on the day of 20 between the Kenya Urban Roads Authority of P. O. Box 41727-00100, Nairobi, Kenya hereinafter called "the

Employer" of the one part and M/S (Contractor) of P. O (address) hereinafter called "the Contractor" of the other part.

WHEREAS the Employer is desirous that certain service should be executed, viz.

CONTRACT NAME: THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF DOOR ACCESS CONTROL, SECURITY ALARM SYSTEM AND CLOSED CIRCUIT TELEVISION (CCTV)

CONTRACT NO. KURA/RMLF/HQ/247/2018-2019

and has accepted a tender by the tenderer for the Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems for KURA offices in the sum of _____ [contract price in words in figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH as follows:

In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

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 dated.....
 - (b) The Schedule of Requirements
 - (c) The Details of security
 - (d) The General Conditions of Contract
 - (e) The Special Conditions of Contract; and
 - (f) The Notification of Award and Acceptance
- Other documents as may be agreed and listed

In consideration of the payments to be made by KURA to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KURA to Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV) and maintenance of the systems for KURA offices and to remedy defects therein in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the tenderer in consideration of the provision of the services 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 AND DELIVERED

By the said Employer:Date.....
(Director General, Kenya Urban Roads Authority)
For and on behalf of the said Employer

In the presence of:
(Name and Designation of Witness)
.....Date.....
(Signature of Witness)
.....
(Address Of witness)

By the said Contractor:
.....Date.....
(Signature)
.....
(Name of the Director)

In the presence of:
(Name and Designation of Witness)
.....
(Signature of Witness)
.....
(Address Of witness)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particular 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 _____ General:

Business Name
Location of business premises
Plot No. Street/Road
Postal Address Tel. No.Fax Email
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.....

Party 2(b) – Partnership

Give details of partners as follows

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

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.
4.
5.

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for the **Supply, Installation, Testing & Commissioning of Door Access Control, Security Alarm System and Closed Circuit Television (CCTV)** and maintenance of the systems for KURA offices (hereinafter called <the tender.

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at Kenya Urban Roads Authority (hereinafter called <KURA> in the sum of [*state the amount*] 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 KURA on the Form; or
- 1. If the bidder refuses to accept the correction of errors in his bid or,
- 3. If the tender, having been notified of the acceptance of its tender by KURA 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 tenders.

We undertake to pay to KURA up to the above amount upon receipt of its first written demand, without KURA having to substantiate its demand, provided that in its demand KURA will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender 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 stated date.

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

SIGNATURE OF THE BANK.....

NAME OF SIGNATORYDATE.....

NAME OF THE WITNESS

SIGNATURE OF THE WITNESS DATE

ADDRESS OF THE WITNESS

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 services] (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 a sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract

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

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the Kenya Urban Roads Authority ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

1.

2.

etc.

SIGNED (Applicant)

Dated on.....day of/ ...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Director General