



KENYA URBAN ROADS AUTHORITY
Efficient and Safe Urban Roads

TENDER DOCUMENT
FOR
MAINTENANCE OF INTELLIGENT TRANSPORT SYSTEM (ITS) FIELD EQUIPMENT
TENDER NO. KURA/RMLF/HQ/065/2020-2021

JULY 2020

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KURA/RMLF/HQ/065/2020-2021. MAINTENANCE OF ITS FIELD EQUIPMENT

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INVITATION TO TENDER

{www.kura.go.ke/index.php/tenders/tender-notices}

SECTION 2: INSTRUCTIONS TO TENDERERS

2.1. Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the service under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2. Cost of tendering

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

2.3. Content of tender document

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with the act
- i. Instructions to tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Schedule of Requirement
 - v. Form of tender
 - vi. Financial Proposal
 - vii. Standard Forms
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4. Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing by post or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have signed the tender register.
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5. Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, email or Authority's Website link and such amendment will be binding on them.
- 2.5.3. To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6. Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language.
- 2.6.2. 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 of the following components:
- i. A Tender Form and a Price Schedule completed in accordance with clause 2.9, 2.10 and 2.11 below.
 - ii. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
 - iii. Tender security furnished is in accordance with Clause 2.12

iv. Confidential business questionnaire

2.8. Form of Tender

2.8.1. The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services offered.

2.9. Tender Prices

2.9.1. The tenderer shall indicate on the Price schedule the unit price where applicable and total tender price for the service under the contract.

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

2.9.3. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4. Contract price variations shall not be allowed for contracts less than one year (12 months)

2.9.5. Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

2.10. Tender Currencies

2.10.1. Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11. Tenderers Eligibility and Qualifications.

2.11.1. Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

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

2.12. Tender Security

2.12.1. The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender. The tender security shall be in the amount not exceeding 2% per cent of the tender price.

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

2.12.3. The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of a bank guarantee.

2.12.4. Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.

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

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

2.12.7. The tender security may be forfeited:

2.12.8. If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

2.12.9. In the case of a successful tenderer if the tenderer fails to:

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- 2.12.10. sign the contract in accordance with paragraph 30 or
- 2.12.11. furnish performance security in accordance with paragraph 31.

2.13. Pre-Bid Meeting

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

2.14. Validity of Tenders

- 2.14.1. Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18.
- 2.14.2. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.14.3. In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15. Format and Signing of Tender

- 2.15.1. The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.15.2. The tender shall also provide a soft copy of the tender in a flash disc or CD attached to the submitted documents
- 2.15.3. 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 initialled by the person or persons signing the tender.
- 2.15.4. 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 initialled by the person or persons signing the tender.

2.16. Sealing and Marking of Tenders

- 2.16.1. The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- i. Be addressed to the Procuring entity at the address given in the invitation to tender
 - ii. Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”
- 2.16.2. The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.16.3. If the outer envelope is not sealed and marked as required by paragraph 2.15.3, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.17. Deadline for Submission of Tenders

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

2.18. Modification and withdrawal of tenders

- 2.18.1. The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.18.2. The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.18.3. No tender may be modified after the deadline for submission of tenders.
- 2.18.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.18.5. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.18.6. The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.19. Opening of Tenders

- 2.19.1. The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend. The time, day, and date of closing and in the location shall be specified in the Tender NOTICE.
- 2.19.2. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.19.3. The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening. The

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

2.20. Clarification of tenders

- 2.20.1. To assist in the examination, evaluation and comparison of tenders, the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.20.2. Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.21. Preliminary Examination and Responsiveness

- 2.21.1. The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.21.2. Any bid with an arithmetic error shall be disqualified.
- 2.21.3. The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.21.4. Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.22. Conversion to a single currency

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

2.23. Evaluation and Comparison of tenders.

2.23.1. The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.

2.23.2. The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.23.3. The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.21.4 and in the technical specifications:

- i. Operational plan proposed in the tender;
- ii. Deviations in payment schedule from that specified in the Special Conditions of Contract.

2.23.4. Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

- a. Operational Plan.

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

b. Deviation in payment schedule.

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

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

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

- i. Necessary qualifications, capability experience and facilities to provide what is being procured.
- ii. Legal capacity to enter into a contract for procurement
- iii. 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
- iv. Shall not be debarred from participating in public procurement.

2.24. Contacting the procuring entity

2.24.1. Subject to paragraph 2.20, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.24.2. Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.25. Award of Contract

a) Post qualification

- 2.25.1. In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.25.2. The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.25.3. An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.25.4. Subject to paragraph 2.9 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.5. The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.25.6. A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of

contract award shall be considered for debarment from participating in future public procurement.

2.26. Notification of award

- 2.26.1. Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.26.2. The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.26.3. Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12
- 2.26.4. At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.27. Signing of Contract

- 2.27.1. Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.27.2. 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.

2.28. Performance Security

- 2.28.1. Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in

the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

- 2.28.2. Failure of the successful tenderer to comply with the requirement of paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.
- 2.28.3. **Corrupt or Fraudulent Practices**
The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.4. The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.28.5. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION 3: 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 the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - b. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
 - c. “The goods” means software(s) to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
 - d. “The Procuring entity” means the organization sourcing for the goods under this Contract.
 - e. “The contractor” means the individual or firm providing the under this Contract.
 - f. “GCC” means general conditions of contract contained in this section
“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 no superseded by provisions of other part of contract.

3.3. Standards

- 3.3.1. The standards provided under this contract shall conform to the standards mentioned in the Schedule of requirements

3.4. Patent Right's

- 3.4.1. The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the under the contract or any part thereof.

3.5. Performance Security

- 3.5.1. Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2. The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee.
- 3.5.4. The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.6. Inspections and Tests

- 3.6.1. The Procuring entity or its representative shall have the right to inspect and/or to test the software(s) to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3. Should any inspected or tested fail to conform to the Specifications, the Procuring entity may reject, and the tenderer shall either replace the rejected or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.6.4. Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7. Payment

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

3.8. Prices

3.8.1. Prices charged by the contractor for performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9. Assignment

3.9.1. The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.10. Termination for Default

3.10.1. The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a. if the tenderer fails to provide any or all of the requirements within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b. if the tenderer fails to perform any other obligation(s) under the Contract.
- c. if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.10.2. In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar.

3.11. Termination of insolvency

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

3.12. Termination for convenience

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

3.12.2. For the remaining part of the contract after termination the procuring entity may elect to cancel the contract and pay to the contractor on agreed amount for partially completed.

3.13. Resolution of disputes

3.13.1. The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.13.2. 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.

3.14. Governing Language

3.14.1. 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.

3.15. Force Majeure

3.15.1. 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.

3.16. Applicable Law.

3.16.1. The contract shall be interpreted in accordance with the laws of The Republic of Kenya.

3.17. Notices

3.17.1. Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or E-mail and confirmed in writing to the other party's address specified in the SCC.

3.17.2. A notice shall be effective when delivered or on the notices effective date, whichever is later.

3.18. Full Disclosure

- 3.18.1. The Contractor shall be required to fully disclose all elements of the Contract execution including procedures for dismantling, packaging, transportation and re-assembly, testing and commission of the equipment and software to the Employer / Engineer. At any give time of his discretion and with no notice required, the Employer / Engineer shall access and supervise all activities under the Contract.
- 3.18.2. Additionally, the Contractor shall be required to demonstrate and explain in detail to the satisfaction of the Engineer, all elements and aspects of the Contract. The Contractor shall also be required to carry out capacity building (on job training) for dismantling, packaging, transportation and re-assembly, testing and commission of the equipment and software to Employer staff as instructed by the Engineer.

3.19. Personnel and Workmanship

3.19.1. Contractor's Employees

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

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

- 3.19.2. The Engineer shall be at liberty to object to and require the Contractor to remove forthwith from the Works any person provided by the Contractor who, in the opinion of the Engineer, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Engineer to be undesirable, and such person shall not be again allowed upon the Works

without the consent of the Engineer. Any person so removed from the Works shall be replaced as soon as possible.

3.20. The Engineer

- 3.20.1. Engineer means the person appointed by the Employer to act as Engineer for the purposes of the Contract and named as such in the Conditions of Contract.
- 3.20.2. The Engineer can appoint an Engineer's Representative who will be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer.

SECTION 4: SPECIAL CONDITIONS OF CONTRACT

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section 4 complement the general conditions of contract included in section 3, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of required.

In preparing section 4, the following aspects should be taken into consideration;

- a) Information that complement provisions of section 3 must be incorporated
- b) Amendments and/or supplements to provision of section 3, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

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

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Reference of General conditions of Contract	Special condition of contract
Delivery of Services	The contractor is required to carry out the above works for a period of one year effective from the date of Order to Commence.
Payment	Payment shall be made upon submission and approval of fee notes and comprehensive maintenance report on a quarterly basis
Price Adjustments	Price adjustments shall not be allowed for the entire contract period
Disputes	In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the arbitration in accordance with the laws of Kenya. The appointer of Arbitrator shall be Kenya Chapter of Institute of Arbitrators.
Applicable law	The Laws of the Republic of Kenya
Supervision of the Contract	The Contract shall be under the Supervision of the Engineer. The Engineer may appoint his representative for the daily running of the Contract including supervision of works throughout the Contract Period.
Notices	<p>Employer: The Director General, Kenya Urban Roads Authority, P.O. Box 41727 – 00100, NAIROBI. Tel. 020 8013844</p> <p>Engineer: The Director Urban Roads Planning and Design Kenya Urban Roads Authority, P.O. Box 41727 – 00100, NAIROBI. Tel. 020 8013844</p>

SECTION 5: QUALIFICATION CRITERIA**5.1. Preliminary evaluation.**

All bids will be subjected to a mandatory preliminary evaluation for completeness and responsiveness using the checklist below. Bidders must meet all the mandatory requirements to be deemed as complete and responsive.

S/No.	Completeness and Responsiveness Criteria	Requirement
1.	Form of Bid	<ul style="list-style-type: none"> Amount must be indicated Properly stamped, filled and signed
2.	Appendix to Form of Bid	<ul style="list-style-type: none"> Properly stamped, filled and signed
3.	Bid Security	<ul style="list-style-type: none"> Unconditional bank guarantee In the format provided with all conditions must be valid for 150 days after bid validity
4.	Confidential Business Questionnaire	<ul style="list-style-type: none"> Properly filled, stamped, and signed Provide all required information
5.	Form of Power of Attorney	<ul style="list-style-type: none"> Properly filled, stamped and signed
6.	Tax Compliance Certificate	<ul style="list-style-type: none"> Provide valid tax compliance certificate
7.	Certificate of Incorporation	<ul style="list-style-type: none"> Copy of certificate Certified by Commissioner for Oaths
8.	Energy & Petroleum Regulatory Authority (EPRA) {formerly ERC} Registration	<ul style="list-style-type: none"> Copy of certificate Certified by Commissioner for Oaths A1 registered contractor
9.	NCA License for Electrical and Civil category	<ul style="list-style-type: none"> Copy of certificate Certified by Commissioner for Oaths Registration category 1,2,3,4 in both civil and electrical

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10.	Communications Authority of Kenya telecommunications contractor's License	<ul style="list-style-type: none"> • Copy of certificate Certified by Commissioner for Oaths
11.	Eligibility	<ul style="list-style-type: none"> • Legible copies of National ID or passport for all directors • System generated Form CR12 (within 12 months)
12.	Conflict of interest	<ul style="list-style-type: none"> • to state explicitly
13.	Debarment	<ul style="list-style-type: none"> • Properly filled, stamped and signed
14.	Pending Litigation	<ul style="list-style-type: none"> • Provide original affidavit for the specific tender
15.	Litigation History	<ul style="list-style-type: none"> • Properly filled, stamped and signed
16.	History of Nonperformance	<ul style="list-style-type: none"> • Fill information on non-completed works
17.	Certificate of Tenderers Visit to Site	<ul style="list-style-type: none"> • Attend pre-bid meeting/visit • Certificate must be signed and stamped by the Employer's representative
18.	Schedule of Key Personnel	<ul style="list-style-type: none"> • Properly filled, stamped and signed
19.	Schedule of other Supplementary Information / Financial Standings	<ul style="list-style-type: none"> • Properly filled, stamped and signed
20.	Declaration form for bankrupt or insolvent	<ul style="list-style-type: none"> • Properly filled, stamped and signed
21.	Anti-corruption form	<ul style="list-style-type: none"> • Properly filled, stamped and signed
22.	Copy of Bid Document	<ul style="list-style-type: none"> • Replica of the original. Bidders are required to submit soft copy of bid document in a CD or thumb drive
23.	Serialization	<ul style="list-style-type: none"> • Must be fully serialized

REMARKS	Bid document to be complete, properly filled, serialized, and signed.
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5.2. Technical Evaluation

The following criteria will be applied for comparison of bid offers and selection. Bidders must meet all the mandatory requirements to qualify for technical evaluation. Bidders to avail supporting documents for the tabulated details.

Criteria	Yes / No
<p>Experience and capacity</p> <p>Provide at least 3 (three) references for installation or maintenance of traffic signalization systems with a value of at least Five Million in the last 3 (three years) from Tender Opening Date. (Provide Letters of Award, LSO or Contract Documents showing dates, amounts and client contact)</p>	
<p>Staff Experience</p> <p>Qualification and Experience of key management and technical personnel. (CVs, Copies of certificates certified by a Commissioner of Oaths)</p> <p>1) Project/ Technical Lead/ Manager</p> <p style="padding-left: 40px;">Must have a bachelor’s degree in Civil or Electrical engineering or related field plus relevant professional certification in project management.</p> <p style="padding-left: 40px;">General Experience: 10 Years</p> <p style="padding-left: 40px;">Specific experience: At least 6 Years’ experience undertaking ITS related projects</p> <p>2) At least 2 Technical staff</p> <p style="padding-left: 40px;">Must have a graduate engineer in Civil or Electrical engineering</p> <p style="padding-left: 40px;">General Experience: 6 Years</p>	

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<p>Specific experience: At least 4 Years' experience undertaking ITS related projects</p> <p>Copies of certifications must be certified by a commissioner for oaths.</p>	
<p>Service Proposal</p> <p>Provide detailed proposal for roll out and deployment of intended works</p> <p>Availability of proper representative and /or workshop for service/repair and maintenance (should indicate their Names, Location and addresses)</p> <p>Fault reporting system and escalation levels (Attach proposal)</p>	
<p>Accreditation</p> <p>A signed and stamped Manufacturer's Letter of Authorization addressed to Director General Kenya Urban Roads Authority must be provided.</p> <p>Copies will be deemed non-responsive</p>	

SECTION 6: SCOPE OF WORKS

This section describes the scope of works for maintenance, upgrade and modification of ITS Equipment and Systems. This work is output-based focussing on on-time delivery, quality, efficiency savings, operational savings, sustainability contributions, price, and other relevant criteria to be set at the initiation of each project.

The Contractor is required to maintain the following equipment.

- Existing traffic signal equipment
- Traffic signal junctions implemented as part of this Contract
- ITS field equipment implemented as part of this Contract
- Traffic signal equipment installed during the maintenance period of the contract (not necessarily by the Contractor)
- ITS equipment installed during the maintenance period of the contract (not necessarily by the Contractor)

In addition, the contractor will also be required to:

- Provide round the clock patrol and surveillance of ITS field equipment
- Pay for operational expenses such as electricity bills, as well as provide data connectivity for ITS field equipment to the Traffic Management Centre (TMC)
- Establish an Asset Management Database (AMD) of all traffic signals and ITS field equipment. Details include site reference, longitude/latitude location, site infrastructure details and age.

6.1 Background

The Contractor shall be responsible for resolving all faults from at the start of the Contract.

The Core services will cover the following significant works areas:

- a) Maintenance of ITS equipment, including minor civil works.
- b) Maintenance for new installations as added to the network and also the provision for removing signals as may be required.
- c) The management and execution of repairs in relation to road traffic incidents (in liaison with the Employer);
- d) All repair costs to be included in the Contract price (other than Road Traffic Incidents (RTIs), vandalism, etc).
- e) Repairing vandalism and RTIs on a chargeable basis; and
- f) Provide for data connectivity between ITS field equipment and the Traffic Management Centre (TMC) located at KURA head office.
- g) Provide support to the Employer to train and support the Employer' officers in all aspects of the Contract.

The Contractor shall provide operatives for the Contract that are trained and qualified to the appropriate level for the work that they are asked to undertake.

All works undertaken shall be in accordance with the Health and Safety requirements and regulations.

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Site/ Intersection	Coordinates	
1. Traffic Management Center (TMC) {Head Office at Barabara Plaza}	1°20'31.90"S	36°54'18.86"E
Nairobi Western Ring Roads		
2. Argwings Kodhek Rd /Ring Road Kilimani	1°17'31.50"S	36°47'14.67"E
3. Rind Road Kilimani /Lenana Road	1°17'20.80"S	36°47'12.66"E
4. Ring Road Kilimani /Dennis Pritt Road	1°17'07.40"S	36°47'16.33"E
5. Oloitokitok Rd /Olenguruone Rd	1°16'58.80"S	36°47'08.11"E
6. Ring Road Kileleshwa /Aboretum Road	1°16'26.53"S	36°48'01.70"E
7. Ring Road Kileleshwa /Riverside Drive	1°16'18.90"S	36°48'05.72"E
8. Ring Road Westlands /Raphta Road	1°15'56.10"S	36°48'02.90"E
Ngong Road Phase I		
9. Ngong Rd/ Hospital Rd	1°17'46.99"S	36°48'31.00"E
10.Ngong Rd/Mbagathi Way	1°17'53.93"S	36°48'9.52"E
11.Ngong Rd /Ring Road Kilimani	1°17'58.13"S	36°47'16.93"E
Nairobi Eastern Missing Links		
12.Lusaka Rd/ Dunga Rd	1°18'08.62"S	36°49'52.81"E
13.Lusaka Rd/ Enterprise Rd	1°17'57.30"S	36°50'12.80"E

14.Enterprise Rd/ Homa Bay Rd	1°18'25.7"S	36°50'34.8"E
15.Muratina St/ Gen Waruingi St	1°16'48.2"S	36°50'46.9"E
16.Juja Rd/ Muratina St	1°16'02.7"S	36°50'37.7"E
17.Gen Mathenge Rd/ Ring Rd Parklands	1°15'23.5"S	36°48'24.3"E

6.1.1 Asset Management Database

It is intended that details of all Traffic Signal and ITS Equipment will be stored in the Asset Management Database (AMD). Details include site reference, longitude/latitude location, site infrastructure details, age and photographs.

As the asset base changes (e.g. expansion of some systems and phasing out of others due to works carried out by the Contractor and others), the Employer will keep the contractor informed and the AMD will be modified. For the purposes of this Contract, the existing traffic and ITS equipment inventory is included within this Contract. This inventory represents a snapshot of the asset base on the date of creation of the file and may therefore have changed by the start date of the Contract. This data is to be used for reference.

6.2 Maintenance Works

The maintenance works to be undertaken under this Contract include restorative and preventative maintenance. The Contractor shall undertake this work whilst adhering to the general requirements presented below.

6.2.1 Maintenance - General Requirements

The Contractor shall maintain the Employer' systems in accordance with the required standards and specifications. In particular, the following points are to be noted:

- a) The initial site attendance at and rectification of all faults reported by the TMC shall be included in the fixed price.
- b) When works to be undertaken are due to third party damage, the Contractor shall gather all relevant information including digital photographs, where relevant and helpful, to assist the Employer in recovering any third-party costs. The Contractor shall notify the Employer advising the nature of the damage or faults to be repaired and undertake repairs
- c) All repairs for Third Party Damage (including Road Traffic Incidents (RTIs)) are to be dealt with under Emergency Works (for the avoidance of doubt, initial attendance and make-safe is part of the Fixed Price, and
- d) Execution of Emergency Works identified by the Contractor during Periodic Inspections or at other times shall not commence without the permission of the Employer. The Employer reserves the right to inspect the Site prior to granting permission to proceed.

6.2.1.1 Regular Maintenance carried out under the Fixed Price

Maintenance Works to be carried out under the current Fixed Price shall include but not be limited to:

- a) Initial attendance at all faults, making the site safe and/or rectification of faults arising from wear and tear
- b) Emergency service to attend site and make safe
- c) Periodic inspections and cleaning
- d) Managing warranty repairs for installed ITS equipment or ITS equipment held by the Contractor
- e) Rectification of all ITS equipment faults

- f) Attending commissioning of new installations for which maintenance is to be included under the Contract
- g) Reinstallation of any equipment datasets and re-initiation if datasets that are lost or corrupted when required
- h) Monthly back-up of computer programs to enable an early restoration of operational capability (all data held on computer hard disks), and
- i) Miscellaneous activities including attendance at electricity supply failures, data transmission faults, abortive call-outs, Take-Over, first visit and subsequent reconnection, alterations to time switches and controller timings as required, implementation of the Change Control Procedure, attendance to resolve responsibility for data communication faults.

The Contractor shall always use recognised test procedures as defined in the relevant standards. The Employer shall provide the Contractor with the dates of commissioning of the equipment and/or the dates of the last specified tests.

During regular maintenance, the Contractor shall supply and erect temporary signage appropriate to minimise any confusion to the travelling public.

The Contractor shall be responsible for the provision of all safe means of access to the systems such as ladders, hydraulic platforms, high level access etc.

The Contractor's representative shall, on attending any Site and finding there is Third Party Damage, take the following actions:

- Assess the safety implications of the damage
- Take digital photographs of the Site and of the damage, recording any:
 - Posters or graffiti
 - Driver and Vehicle registration details, and
 - Police incident reference.

- Put in place or make the necessary arrangements to make the Site safe
- Report directly (including evidence) to the TMC the nature of the damage and its impact, and
- Put in place the necessary processes to ensure a full and effective repair is achieved in timelines that will maximise overall availability.

If, on the first visit to a site, the Contractor's representative considers that the site is unsafe, the Contractor shall have the right to electrically isolate the Equipment. This action shall be reported to the TMC immediately. Temporary signs shall be placed in accordance with the requirements and the site made safe.

After any maintenance activity that could affect the ITS Equipment data, before leaving the site, the Contractor's representative will ensure that all data are in accordance with the current data held in the AMD. Any traffic signal timing changes and remedial actions must be clearly marked up on the controller specification in the controller case and the reasons for changes precisely recorded in a log book and entered in the AMD.

If it is necessary to disconnect or switch-off any facilities, these must be properly labelled to show whether this is a permanent or temporary disconnection as in the case of faulty loop/link feeder cables, and any such actions shall be recorded in the AMD and the equipment log book.

The Contractor shall, as and when required, provide access and assistance to the Employer when faults that impact on the performance of the System lie outside the technical boundaries of the System.

The Contractor shall, as and when required, provide appropriate equipment and assistance to the Employer when it wishes to inspect the standards of Maintenance.

The Contractor shall note that any planned maintenance activity that impacts on traffic flow shall be agreed with the Employer. Once agreed, the Contractor has the responsibility for liaising with any necessary Authority such as Kenya Power, National Police Service etc. The appropriate forms must be lodged and agreed with the Authority.

The Contractor shall liaise as necessary with third parties to ensure the satisfactory completion of the Maintenance Works, including:

- All necessary liaison to ensure access to control rooms, remote centres, etc when required
- Arranging for provision of security passes, and
- Arranging for access to any Equipment with restricted access due to any temporary works.

6.2.1.2 All-Out Faults and Switch-Offs

“Switch-Offs” are defined as controlled, premeditated switching off of ITS equipment at a site.

“All-Out Faults” is where ITS Equipment is not functioning because of failed operation.

Signing of All-Out Faults and Switch-Offs at traffic signals is the responsibility of the Contractor.

Contractors should note that, in this Contract, All-Out Faults reported overnight should be handled in exactly the same way as during the day. If the site has to remain Switched Off/All-Out while the Contractor is working to rectify the fault, the Contractor must sign the site as All-Out. Even though the Site is signed, the All-Out faults will continue to affect the Contractor’s performance measures and it remains the Contractor’s responsibility to rectify the fault in as timely a manner as is possible.

When a Site has been switched off at the request of the Employer as a planned event and not a fault, the Contractor must switch the site back on at the specified date and time or when advised by a relevant Third party. If the Contractor fails to switch the Site back on within one hour after the specified date and time, an All-Out Fault will be raised for that Site and the Contractor’s Availability measures affected accordingly unless there is an agreed reason for the delay.

6.2.1.3 Third Party Damage

When Third Party Damage has occurred, the Contractor shall:

- Carry out immediate works to the damaged ITS Equipment to make it safe from all potential electrical hazards and secure all mechanical parts of the System such that no electrical or mechanical hazards are presented to Contractor personnel, emergency services and the public.
- Inform the Employer of the damage as soon as possible
- Collect damaged ITS equipment that is salvageable and retain for a reasonable period pending instructions on disposal from the Employer. The Contractor shall advise the Employer that it is retaining damaged equipment by the end of the next day;
- Take digital photographic evidence of the damage and take positive action to identify those responsible for the damage (for example, date, time, any Police incident reference, vehicle registration numbers, name and address of the Third Party that caused the damage, etc.);
- Produce a report containing details of the event to the Employer within three (3) calendar days, including:
 - digital photographs of the damage at the Site
 - cost of any Emergency Works from the Third-Party Damage
 - when the Contractor attended Site
 - whether the Contractor had to make safe the Site, and
 - any other supplementary information.

The Employer will then attempt to reclaim costs from the Third Party's insurers.

If the damage is due to reasons other than wear and tear or defective maintenance by the Contractor, the Contractor shall inform the Employer with a description of the work involved to repair the damage and the estimated cost. The Employer shall then confirm that it is in order to proceed with this work under Emergency Works.

6.2.1.4 Emergency Work

The Contractor shall note that it will not be necessary to obtain prior authorisation from the Employer in order to carry out emergency repair

work necessary to make the site safe. Such emergency works shall be carried out as a matter of urgency (See further, Section **Error! Reference source not found.** and **Error! Reference source not found.**).

In the event that any signalling controlled by the systems may in any way have contributed to the Third-Party Damage the Contractor shall take copies of all relevant site logs and give a written report to the Employer.

The Contractor shall liaise with Third Party suppliers as necessary (see Section 6.2.2).

6.2.1.5 Vermin

“Vermin” are defined as pests that are known to infest and cause damage to or impair the function of equipment including birds, rodents, insects (including ants), spiders and other bugs.

Any reports of vermin infestation should be dealt with appropriately by the Contractor and are covered by the fixed Price. When such instances are identified, the Contractor shall notify the Employer by raising a fault on the AMD advising the measures needed to deal with the matter. The Contractor is responsible for removing any infestation.

Preventative Maintenance will be required to avoid infestation.

6.2.1.6 Cosmetic Damage

“Cosmetic Damage” is defined as damage caused by wear and tear which does not prevent the Equipment from functioning but may have the following secondary effects:

- Residual damage which does impair the functioning of equipment, and
- Visible damage which could have reputational impact.

Examples include dirty aspects, grimy detector lenses broken cabinet door latches, painted coverings and ripped pole coating.

The rectification of cosmetic damage is included in the fixed unit.

6.2.1.7 Vandalism

“Vandalism” is defined as damage caused deliberately which impairs the function of equipment and affects its Availability. Examples of Vandalism

include items such as sticker on push button, broken head lenses and superglue in pedestrian push buttons.

The Contractor must make all efforts to identify the cause of the third-party damage due to vandalism, detailing the cause. The minimum requirement is that digital photographic evidence is obtained and presented to the Employer. These actions are required to assist in cost recovery.

Rectification of vandalism for all systems that require replacement of equipment is covered by the emergency works rates and should be undertaken by the Contractor as soon as is practicable. Any vandalism that can be rectified without equipment replacement is to be included in the Fixed Unit Rate.

6.2.1.8 Theft of Equipment

If Equipment has been stolen from a Site, the Contractor shall act as follows:

- Report the theft to the Police
- Get a Police incident number, and
- Rectify the Fault in the same way as any other Third-Party Fault.

6.2.2 Third Party Supplier Faults – Reasonable Endeavours

In addition to the interfaces between the Employer and the Contractor, there will be interaction with a number of Third-Party Suppliers.

The Contractor must demonstrate reasonable endeavours to get the Third-Party Fault rectified. To do this, the Contractor must do the following:

Record and report accurate information to the respective agencies

Progress the fault to restoration of service and function, and

Record progressing actions, outcomes and contact details on the AMD.

There must be a predefined number of communications during a specified period at defined time intervals (see Section **Error! Reference source not found.**).

6.2.2.1 The Third-Party Suppliers include but are not limited to:

- Data Transmission Provider(s)
- Electricity Transmission Provider(s)

- Water Supply Companies
- BRT operators
- Emergency services
- Equipment Provider, and
- Warranty Provider.

6.2.3 Phasing

The contractor is expected to ensure that signal plans are updated frequently depending on the changing traffic scenarios. The update frequency once determined will be approved by the Employer.

6.2.4 The Employer' Reporting Hours

The Employer's control room is staffed from 0700 – 1800 Monday to Friday except Public Holidays.

It is intended that the Employer will confirm All-Out Faults and safety-related faults over the whole 24 hours (365/366 days a year) via an automated connection to the UTC/RMS. The Employer will confirm all other faults identified and reported outside manned hours the next working day.

The Police and the Public may also report faults out-of-hours direct to the Contractor and Employer representative's mobile phone. These faults should be logged by the Contractor in the AMD. The faults will be confirmed by the control room next working day. The urgency of these faults at the time they are reported is at the discretion of the Employer.

These hours may be subject to change at the Employer discretion but in discussion with the Contractor.

6.2.5 Direction by the Employer to a Fault

The Employer retains the right to direct the Contractor to attend a specific fault (a “Direction”). The Contractor shall respond to a Direction by attending the specified fault and reporting in priority order to other faults. If the Employer needs to direct the Contractor in connection with a large-scale event, this will be treated as a Planned Event (and dealt with in accordance with Section 6.3.4).

The Employer will enter Directions into the AMD with the detail of the fault to which the Contractor has been directed, explicitly stating the date and time of the Direction and the name of the Employer’s representative making the instruction.

The Contractor is entitled to request within the AMD an exception in respect of other faults which have been affected by a Direction provided evidence is given.

6.2.6 Preventative Maintenance - Schedule

All ITS Equipment identified in the AMD shall be scheduled for routine preventative maintenance.

Within six months of the Contract start (as defined in the Terms and Conditions), the Contractor will develop a preventative maintenance plan in conjunction with the Employer and for approval by the Employer. Following such approval, the Contractor will implement the preventative maintenance plan from the start date. The preventative maintenance plan shall be kept under review at contract progress Meetings (Maintenance Works) and will be revised from time to time to take account of any comments made by the Employer and information derived from periodic inspections and other sources.

Data required to generate and develop the preventative maintenance plan will be available through the AMD. This will include the commissioning, fault, and maintenance history for each item of Equipment.

The Contractor shall use recognised test procedures as defined in the relevant standards. If no such procedures exist, the Contractor shall draft an appropriate test specification for approval by the Employer. The test specification shall include suggested methods and plans for the implementation of such tests.

The Contractor shall rectify all faults revealed by preventative maintenance and detail the faults and actions taken on the AMD.

The Contractor shall be responsible for the provision of all means of access to facilities such as steps, hydraulic platforms etc.

When additional facilities are added to a Site (e.g. Pedestrian facilities), the Contractor shall ensure that the routine maintenance required for the additional equipment is scheduled and included in the preventative maintenance plan. Conversely, if facilities are removed, the routine maintenance for the equipment removed shall be removed from the Contractor's Preventative Maintenance plan.

All inspections and preventative maintenance activities are included in the Fixed Price.

6.2.6.1 Access to ITS Facilities

Passes or keys may be necessary for entry to certain sites or equipment cabinets or rooms. These shall be obtainable for named personnel on application to the Employer. The Contractor shall be responsible for the safe keeping of the keys and passes issued to its personnel. Losses shall be reported to the Employer and replaced at the Contractor's expense at the earliest opportunity. The loss and replacement shall be confirmed promptly in writing by the Contractor. Such keys remain the property of the Employer and must be returned at the termination of the Contract.

To carry out Preventative Maintenance the Contractor shall pass details of the proposed Works to the Employer. The Employer will then be responsible for liaising with the following organisations in order to co-ordinate the work programme:

- The Police

- Other contractors working in the area, and
- Other parties as notified by the Employer from time to time.

The Contractor shall organise its work such that disruption to these persons, traffic in the area and the public is minimised.

6.2.7 Preventative Maintenance - Inspections and Cleaning

6.2.7.1 Periodic Inspections

Periodic Inspections are mandatory and shall be carried out by the Contractor as instructed by the Employer and in accordance with the Equipment Suppliers recommendations. The visual inspection of mast arms and gantries is included in the Traffic Signals Periodic Inspections.

The Contractor should note that it is very rare that Traffic Signals require down time for Periodic Inspections. If there is a need for down-time this should be agreed with the Employer. Therefore, Periodic Inspections will have no material impact on the Contractor Availability.

It is the responsibility of the Contractor to enter all details of the work conducted during the inspection onto the AMD.

It is the responsibility of the Contractor to complete and submit the Periodic Inspection paperwork to the Employer within one week of completing each inspection. On-time completion and submission of paperwork is covered by a Service Level Indicator.

Inspections must be conducted within two weeks either side of the week in which the inspection is scheduled for completion for ITS Equipment.

Failure to carry out a Periodic Inspection and record the results as described above within the specified time window will result in the Site being classified as All-Out and accordingly will have a Fault raised in the AMD which will affect the Site Availability.

6.2.7.2 Routine Cleaning

The Contractor shall repair or maintain all external and internal finishes at each Inspection.

Cleaning shall be carried out as part of the Periodic Inspections regime.

6.2.7.3 Contractor's Inspection Regime

Contractors shall submit proposed Maintenance schedules which include the Periodic Inspections.

The Contractor shall liaise with Third Party Suppliers and stakeholders as appropriate.

At the end of each routine Periodic Inspection, cleaning or Maintenance activity the AMD shall be updated by the Contractor's field service operatives detailing the work and findings undertaken and or found before the Contractor's representative leaves the Site.

An inspection summary report of an agreed content and format shall be input directly into the AMD on completion of the work activity. The report shall include details of any deficiencies found and any remedial measures taken, or reports generated.

Any Faults identified during Periodic Inspections or cleaning shall be entered on to the AMD.

6.2.7.4 Annual Schedule

An annual Maintenance schedule shall be agreed at the start of the Contract and at the beginning of each subsequent Contract Year for all Preventative Maintenance visits within that Contract year.

6.2.7.5 Recording of Equipment

As a basic requirement of the Periodic Inspections, the Contractor shall ensure that the asset records held in the AMD match the Equipment deployed on each Site.

6.2.7.6 Accuracy and Completeness of AMD

The Contractor shall ensure that all data (including recording the details of replacement parts following repairs, etc.) it submits for entry into the AMD are accurate.

For the avoidance of doubt, the Employer does not intend to carry out any one-off asset survey. However, it is intended that the accuracy of the database will be increased during the course of the Contract. The Employer has an objective to populate the AMD with all items of information for all Equipment which is installed during the course of the Contract. To support this objective, the following have been put in place:

- Take-Over procedures will include sign-off by the Employer and the Contractor. This will assist in the Employer's objective to populate the database with all items of information for all ITS Equipment which is installed during the Contract. This will include addition of fields which will be incorporated in the Take-Over Certificate and in the AMD, which will assist in gathering information on asset age (at Equipment level)
- Periodic Inspections will incorporate a quantity count of all on- or above-ground Equipment (including inspection chamber-lids)
- Monitoring of records will be continued by the Employer's staff, and
- Quality / condition of the Systems will be maintained by stipulating that all replacement and new Equipment shall conform to the relevant standards, and that replacement of components shall be like-for-like

unless alternatives are recommended or stipulated by the Employer. This will prevent use of cheaper short-term solutions which would otherwise fail to maintain Availability beyond the end of the Contract term.

6.2.8 Asset Renewal within the Fixed Price

- Asset renewal is regarded as a fundamental part of the management of the Employer' asset. The Contractor will be required to deliver an asset management programme comprising asset management support and service balancing asset renewal with reactive and Preventative Maintenance to deliver the performance required
- If the Contractor wishes to undertake New Installations at its own expense in order to increase the level of System Availability or reduce their Maintenance costs, it will be permitted to undertake this work if it receives written approval from the Employer
- The Contractor should be aware that any Equipment not provided by the Employer which is installed, modernised, or modified, will become the property of the Employer at the time of Commissioning and this shall include any software and relevant software licences
- The Employer will retain control over when, where and what new technology is installed and where New Installations, Modifications and Upgraded are carried out. Under this Contract the Contractor will be free to make requests and recommendations for asset renewals.
- The Change Control procedure will be defined to ensure that neither party is in a worse position than at the start of the Contract. Any financial benefits generated by requests or recommendations made by the Contractor shall be shared between both the Employer and the Contractor on an equitable basis, and
- The Contractor will need to establish working relationships with other suppliers and third-party stakeholders and coordinate Preventative Maintenance activities.

6.2.9 Maintenance of Detector Loops, Loop Feeder Cables, Cable Joints and ITS Equipment Power Cables

The Contractor shall notify the Employer one week in advance of its intention to carry out repairs on Loops, Loop Feeder Cables, Cable Joints and ITS Equipment Power Cables.

Works shall be carried out in accordance with the agreed Standards.

Where possible, the Contractor will capture and keep records (including date-stamped photographs) of any damage or mistreatment of loops or other Equipment to assist with recovery of costs.

Contractor shall be responsible for the cost of any joint check to establish the location of reported fault.

In respect of pre-existing Sites that do not have ducted cables, or the existing ducting is proving unsuitable, if there is faulty cabling, the Employer will discuss with the Contractor ways to fix the Fault and if necessary, will agree the provision of new ducting for the replacement cabling.

6.2.10 Civil Engineering Works

The Contractor shall carry out Civil Engineering Work associated with maintenance works.

When Civil Engineering Works are urgently required to make a Site safe following Third Party Damage, the Contractor shall undertake such emergency repairs as are necessary to make the Site safe and inform the Employer via the AMD. These works shall be re-chargeable.

The Contractor shall be responsible for all day-to-day Site arrangements and for issuing any notices and shall confirm that the work done by the provider of the Minor Civil Engineering Works is sufficient to enable the Contractor to re-instate the System properly.

The Contractor shall carry out permanent reinstatement of all its excavations to the satisfaction of the Employer and any local highway authority requirements that are present.

Prior to excavation the Contractor shall satisfy itself as to the location of any buried apparatus. All excavation in the immediate vicinity of buried apparatus shall be carried out by hand. In the event of any existing buried services being damaged, the Contractor shall bear all replacement or rectification costs including costs resulting from any temporary measures taken. Any services damaged must be reported immediately to the Employer and the service owner notified.

The Contractor shall record and store electronically a digital photographic record of all before and after excavations and provide to the Employer as requested.

6.3 Emergency Works

Works which are to be carried out under the instruction of the Employer and are re-chargeable include:

- Providing help for any temporary works that are required such as road works.
- Provision of ad-hoc services such as:
 - Covering Signal Heads and lamps.
 - Loop repair due to damage caused by Third parties.
 - RTI repairs.
 - Rectification of vandalism.
 - Minor civil works.
 - Any Third-party damages, etc.
- Traffic controller repairs

6.3.1 Third Party Damage

If the damage is due to reasons other than fair wear and tear or defective Maintenance by the Contractor, the Contractor shall inform the Employer with a description of the work involved to repair the damage and the estimated cost. The Employer shall then confirm that it is in order to proceed with this work under Emergency Works.

6.3.2 Vandalism

As stated in Section 6.2.1.7, rectification of vandalism for all systems that requires replacement of Equipment is classed as Emergency Works and should be undertaken by the Contractor as soon as is practicable. Any Vandalism that can be rectified without Equipment replacement is to be included in the Fixed Price.

6.3.3 Graffiti

“Graffiti” is defined as damage caused deliberately to Equipment, but which does not constitute Vandalism because it does not impair the function of the Equipment. Examples include posters, spray paint and placards attached to Equipment.

The Contractor is responsible for the immediate reporting of all instances of Graffiti to the Centre, whether or not it affects Equipment that forms part of this Contract.

The Contractor must make all efforts to identify the cause of the Third-Party Damage due to Graffiti, detailing the cause. The minimum requirement is that photographic evidence is obtained and presented to the Employer. These actions are required to assist in cost recovery.

Removal of Graffiti from Equipment is classed as Emergency Works but requires approval by the Employer before rectification.

6.3.4 Planned Events

The Contractor will undertake Emergency Works for Planned Events as notified by the Employer from time to time. Planned Events will include Switch-Offs and Special Events.

6.3.5 Special Events

Activities related to Special Events shall be agreed as required

Further information on Emergency Works is provided, in the Terms and Conditions of this Document Set. The following is an initial list of Special

Events. Other events may be also be classed as Special Events during the course of the Contract:

- Major National Events.
- National holiday celebrations,
- Stadium events,
- VIP movements,
- Licensed demonstrations and
- Major sporting events such as Nairobi Annual Marathon

6.4 Equipment to be Maintained

The Contractor shall maintain the Systems in accordance with the standards and specifications in Part 2B of this Tender Document. The complete list of existing assets to be maintained can also be found in Book of Drawings. The Contractor will be expected to replace faulty Equipment with a like-for-like replacement where reasonably practicable and to provide visual consistency at the site (e.g. nearside indicators, pole & top cap colours, etc.).

6.4.1 ITS Equipment Technical Boundaries

The technical boundaries of the ITS Equipment under this Contract are defined as follows:

- The consumer's side of Electricity Board fuses/circuit breakers.
- The consumer's side of the Data Transmission Provider's interfaces and (including IP based communications such as ISDN, ADSL and wireless mesh); and
- The Employer's side of any Third-Party Supplier owned Equipment.

The configuration of all ITS Equipment will be stored in the AMD. Should the Contractor have to replace any ITS Equipment, it shall be a like-for-like replacement where reasonably practicable, so the configuration stored in the AMD can be re-used. Where like-for-like replacement is not possible, the Contractor shall supply agreed replacement ITS Equipment and apply

for an Exception. The Employer will be responsible for configuring the replacement ITS Equipment and placing a copy of the new configuration in the AMD.

6.4.2 Improved Technology Innovations

The Employer will retain control over when, where and what new technology is installed and whenever New Installations, Upgrades, and Modifications are carried out. The Contractor is encouraged to make requests and recommendations for new technology.

The Change Control Procedure (see Terms and Conditions) is defined to ensure that neither party is in a worse position than at the start of the Contract. Any financial benefits generated by requests or recommendations made by the Contractor will be shared between both the Employer and the Contractor on an equitable basis.

6.4.3 Consumables, Spares and Van Stock

6.4.3.1 Consumables

The Contractor shall provide all Consumables required for undertaking Maintenance Works to cover the range of ITS Equipment under the Fixed Price.

6.4.3.2 Spares and Van Stock

The Contractor shall be responsible for carrying out Preventative Maintenance on all spares and test equipment and for keeping an appropriate complement of spares. These shall be properly documented, and records shall be kept of ITS Equipment sent back for repair and the Site location of replacement ITS Equipment.

It is the responsibility of the Contractor to ensure spares are available to its field operatives to fulfil its obligations under the Contract.

It is the responsibility of the Contractor to monitor and procure spares as appropriate.

6.4.3.3 Tall Poles and Large Structure

Visual inspection of tall signal poles, lighting columns and large structures (mast arms, gantries, etc.) is within the scope of this Contract and is covered by the Fixed Unit Rate.

Structural inspection of large structures and lighting columns is outside the scope of the Contract.

6.5 Scope of Maintenance Works

6.5.1 General

The Contractor is responsible for ensuring that all the ITS Equipment is performing to the standards set out in the Employer's Requirements.

The Contractor shall ensure that all on-street Sites are well maintained, the Equipment is kept free from rust, minor damage, Graffiti, detritus and vegetation and have a valid current periodic electrical inspection certificate. If there is not a valid inspection certificate, the Equipment will be considered Unavailable for the purpose of the Contract.

6.5.2 Traffic Signal Equipment

The Contractor is responsible for the maintenance of all traffic signal equipment.

The Contractor shall ensure that the traffic signals are functioning according to their specification (as per the availability criteria in section 5.1.1) of this Volume)., which means that;

- the traffic controller timings and signal sequences are operating according to the agreed specification
- all detectors (including those for bus priority and other special vehicles) provide accurate traffic data and
- all lamps are lit and functioning correctly

6.5.3 CCTV

The Contractor is responsible for the maintenance of the Fixed and PTZ CCTV Equipment Signs.

The Contractor shall ensure that the CCTV provide CCTV images accurately and in a timely manner (as per the availability criteria in section **Error! Reference source not found.**) of this Part) and that the other associated equipment is performing to the Employers requirements.

6.5.4 Variable Message Signs

The Contractor is responsible for the maintenance of the Variable Message Signs.

The Contractor shall ensure that the VMS display information provided by the In-station accurately and in a timely manner (as per the availability criteria in section **Error! Reference source not found.**) of this Part) and that he signs meet as-designed legibility requirements.

6.5.5 Traffic Camera Equipment

The Contractor is responsible for the maintenance of all;

- Speed Enforcement cameras
- Red Light Compliance Cameras

- Speed Enforcement Camera housings
- Red Light Compliance Camera housings, and
- Loops.

The responsibility the Contractor is as follows:

- A traffic camera must be fully functional in respect of all specific operational requirements as described below and the Site must have a current validated Commissioning certificate
- Maintaining certified camera components of the installation and calibration in Safety Camera Site housings.
- At Speed Camera sites, Secondary Check Marks must be visible to a member of the public and to the Police
- At Red Light Compliance Camera sites, detection at the stop line must be in working order and the stop line must be visible to members of the public and to the Police
- Any detector loops, by default, must have a 3 (three) metre specification
- Red Light Camera location, by default, must be within the stated distance of stop line
- The failure of the 1st primary red and amber lamps on the approach monitored by a Red-Light Compliance Camera at the associated Traffic Signal Site will also impact on the Availability performance of that Red-Light Compliance Camera, and
- In general, the Site must be well maintained, the Equipment must be free from rust, minor damage, Graffiti, clear of detritus and vegetation and have a valid current periodic electrical inspection certificate. If there is not a valid inspection certificate, the Equipment will be considered Unavailable.

SECTION 7: BILL OF QUANTITIES

7.1 Preamble to Bill of Quantities

1. The Bills of Quantities forms part of the Contract Documents and are to be read in conjunction with the Instructions to Bidders, Conditions of Contract Parts I and II, Specifications and Drawings.
2. The brief description of the items in the Bills of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the conditions of Contract and Specifications for the full direction and description of work and materials.
3. The Quantities set forth in the Bills of Quantities are estimated, representing substantially the work to be carried out, and are given to provide a common basis for bidding and comparing of Bids. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfilment of his obligation under the Contract.
4. The prices and rates inserted in the Bills of Quantities will be used for valuing the work executed, and the Engineer will only measure the whole of the works executed in accordance with this Contract.
5. A price or rate shall be entered in ink against every item in the Bills of Quantities with the exception of items that already have Provisional sums affixed thereto. The bidders are reminded that no “nil” or “included” rates or “lump-sum” discounts will be accepted. The rates for various items should include discounts if any. Bidders who fail to comply will be disqualified.
6. Provisional sums (including Dayworks) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer.

The price and rates entered in the Bills of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance testing, materials, erection, maintenance of works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all consumables, including those required under the contract by the Engineer and his staff.

Errors in the pricing of the Bills of Quantities will be corrected in accordance with Clause (28) of instructions to bidders.

KURA/RMLF/HQ/065/2020-2021. MAINTENANCE OF ITS FIELD EQUIPMENT

BILL NO.1	TRAFFIC SIGNALS MAINTENANCE INSTRUCTED WORKS				
ITEM	DESCRIPTION	UNIT	QTY	RATE (KES)	AMOUNT (KES)
	Supply, install, test and commission the following traffic signal component to the satisfaction of the Engineer				
	<u>Traffic signal poles</u>				
1.01	Supply and install cantilever traffic signal poles as per specifications. Rate to include, inspection window with allen key lock, any required fixtures for holding signal heads, coating with two coats of aluminum/ silver paint and appropriate anti-rust undercoat	No.	1		
1.02	Excavation and construction of pole base according to the approved specifications by engineer to support the cantilever pole load.	No.	1		
1.03	Supply and install 4.0m long traffic signal poles as per specifications. Rate to include,inspection window with allen key lock, coating with two coats of aluminium/ silver and appropriate anti-rust undercoat	No.	1		
1.04	Ditto item 1.2 above but for 4.0 m long traffic signal poles	No.	1		
1.05	Supply and install on erected signal poles, pole connectors	No.	1		
1.06	Supply and install on erected signal poles, pole caps	No.	1		
1.07	Excavate in any material, 300mm wide by 450mm deep trench for cable ducts on verges and pavements. Rate to include, carting away the excess material and reinstating the ground to original state to the satisfaction of the Engineer	M ³	1		
1.08	Microtunnel 200mm diameter trenchless trench across accomplished carriage ways	M	1		
1.09	Supply, lay and joint in the excavated trenches 150mm diameter heavy duty uPVC pipes as ducts. Rate to include concrete class 15/20 sorround.	M	1		
1.10	Supply, lay and joint in the excavated trenches 100mm diameter heavy duty uPVC pipes as ducts. Rate to include concrete class 15/20 sorround.	No.	1		

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1.11	Excavate in any material, provide materials and construct 600mmx600mmx 500mm deep manhole as per specifications and as directed by the Engineer. Rate to include provision of removable concrete cover sorround.	M	1		
	<u>Traffic signal cables</u>				
1.12	Supply, pull through ducts and lay in trenches where applicable as directed by the Engineer, test and terminate special traffic signal cables- 12x1.5mm ² armored cable	M	1		
1.13	Ditto item 2 above but for cables 8x 1.5mm ²	M	1		
1.14	Ditto item 2 above but for cables 4x 1.5mm ²	M	1		
	<u>Led Traffic Aspects</u>				
1.15	Supply, install, test and traffic signal poles, traffic signal heads 3 aspects(Red, Amber, Green) with STRAIGHT THROUGH arrow of 300mm LED full ball traffic signal with cobweb lens 12VDC complete with visors fixing brackets and as approved by the Engineer. Rate to include provision of flexible cable to the aspect	No.	1		
1.16	Ditto item 2.3 but with TURN RIGHT arrows in red and green signal aspects (300mm diameter lenses)	No.	1		
1.17	Ditto item 2.3 but with TURN LEFT arrows in red and green signal aspects (300mm diameter lenses)	No.	1		
1.18	Ditto item 2.3 but for pedestrian (RED, GREEN) signal aspects (200mm diameter lenses)	No.	1		
1.19	Provide for all cable termination and numbering from controller to all signal heads and on terminal blocks	Item	1		
1.20	Supply , deliver and install a traffic signal controller for 16 signal groups to operate LED Traffic lights complete with all the software as per specifications to working condition as directed by the Engineer. The offer shall include provision for manuals giving the complete description of controller with overview, scope of application installation and maintenance, operation/functioning and instruction for data input/output to the controller data memory using laptop computer and any other easily portable device.	No.	1		

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1.21	Supply and deliver a portable device or terminal for controller data input/output	No.	1		
1.22	Supply and install a steel protection cage for the controller to protect from vandalism and unauthorised access	No.	1		
1.23	Construct a reinforced foundation base for the controller according to specifications approved by the engineer	No.	1		
1.24	Supply and installation of protective bollards according to approved specifications by engineer	No.	1		
1.25	Carry out traffic data collection classified volumetric traffic counts for twelve (12) continuous hours in a day for a period of six days (Monday to Saturday) in a week	No.	1		
1.26	Analyze traffic data collected under 3.3 above and prepare signal plans for the peak periods as observed above and as directed by the Engineer- minimum of three(3) signal plans per day.	No.	1		
1.27	Provide for programming the signal plans into the controller and commissioning	No.	1		
1.28	Supply and install power supply control pillar for (housing Electricity meter) and is water proof, made of at least 3mm thick metal plate and approved to the system as per specifications	No.	1		
1.29	Prime Cost sum for Electricity power service line re-connection and deport and general earthing	SUM	PC Sum		
1.30	Earthing of control pillar/controller comprising of copper earth electrode of size 1500mm long x 15mm diameter enclosed by a concrete manhole of size 450x450x450mm with removable concrete cover and a 38mm diameter PVC heavy gauge lead in duct and bonded to the board using 10mm ² sc cable as per the Power Company Requirements	No.	1		
1.31	Supply and install of 110w/VA UPS module with wide range Automatic voltage Regulator(AVR) & independent programmable control system. Local remote monitoring control via Ethernet SNMP interface all expendable. Alpha FXM units designed to perform in most extreme demanding environments to ensure equipment security, communications, traffic, industrial and other critical applications to ensure protection from power disturbances.	No.	1		

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1.32	Supply and install of Video Detection Cameras with brackets	Pcs	4		
1.33	Supply and install of 4TI-16 out-puts + PSU for connecting up to 4 trafficams	Pcs	1		
1.34	Supply and install of Card 16/8i/o incusive of plinth and PSU	Pcs	1		
1.35	Supply and install of 1mm2 AWG8,1mm2 8core CU cable, video detection cable	m	1		
Sub Total for Bill 1 (carried forward to summary)					

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Item No. 2	Item Description	Unit	Qty	Rate (KES)	Amount (KES)
Bill 2 Performance maintenance:					
2.01	1. Maintenance of all the traffic lighting on the project intersections to 100% service levels. This includes but not limited to:	Lot	1		
	2. Replacement of traffic lights and related accessories				
	3. Replacement of damaged or worn out fittings				
	4. Repair/ Replacement of Knocked poles and arms, fittings, control pillars and high-masts complete with all the accessories				
	5. Repair/ Replacement of Vandalized poles and arms, fittings, control pillars and high-masts complete with all the accessories				
	6. Anchoring and strengthening of (leaning) poles to upright position using approved gravel material or equivalent.				
	7. Joint monthly meter reading				
	8. Provision of data connectivity of ITS field equipment to Traffic Management Centre (TMC)				
	9. Provision of security to deter vandalism of the traffic lighting furniture				
	10. Liaising and follow ups with KPLC to restore power in case of an outage or other emergencies.				
	11. Pruning of overgrown tree branches obstructing the traffic luminaires in liaison with NCG and spoiling the cutings				
	12. Removal of vermin and pests				
	13. Road stakeholder engagement to ensure smooth running of the project (Kenya Police, KPLC, Public, Nairobi County Government, and Area Chiefs)				

KURA/RMLF/HQ/065/2020-2021. MAINTENANCE OF ITS FIELD EQUIPMENT

Sub Total for Bill 2 (carried forward to summary)					
Item No. 3	Item Description	Unit	Qty	Rate (KES)	Amount (KES)
3.01	Laptop Computer with the following specs 1) Intel Corei7 2) 16 GB RAM 3) 512 GB SSD 4) 14” Inch Display 5) Ports – Ethernet/HDMI/USB 6) Windows 10 Pro 7) Microsoft Office 2019 (The user prefers HP EliteBook 840 G5 or its equivalent)	PCs	2		
3.02	Aluminum telescopic ladder: 1) 4-way, 4-section, aluminum ladder with mechanically swaged joints 2) Can be used as a straight ladder, step ladder, offset ladder, and extension ladder. 3) Fitted with two robust auto latching locking hinges for multi-positioning. 4) Features extendable legs providing increased climbing height.	PCs	1		
Sub Total for Bill 3 (carried forward to summary)					

<u>SUMMARY TOTALS</u>		
Bill of Quantities for Rehabilitation, Maintenance and Emergency Works – Summary		
Bill No.	Description	
1	Instructed Works	
2	Maintenance over the contract period of 12 months	
3	Equipment to be supplied	
Sub Total		
Add 14% VAT		
Add 2% contingency		
GRAND TOTAL CARRIED FORWARD TO FORM OF TENDER		

FORM OF BID

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

MAINTENANCE OF INTELLIGENT TRAFFIC MANAGEMENT SYSTEM (ITS) FIELD EQUIPMENT

TENDER No.: KURA/RMLF/HQ/065/2020-2021

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

Sir,

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

(Insert amount in words)

(Insert amount in figures)

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

2. We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer's Order to Commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Form of Bid.
3. If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 10% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.

KURA/RMLF/HQ/065/2020-2021. MAINTENANCE OF ITS FIELD EQUIPMENT

4. We agree to abide by this bid for the period of one hundred and twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. On the basis of our previous experience we are fully experienced and competent in the type of work included in this BID and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have Bided.

Dated this _____ Day of _____ 20_____

Signature: _____ in the capacity of _____

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

Address of Bidder: _____

Name of Witness: _____

Signature of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

APPENDIX TO FORM OF BID

CONDITIONS OF CONTRACT	AMOUNT
Bid Security (Bank Guarantee)	Kshs. 500,000.00
Amount of Performance Security (Unconditional Bank Guarantee)	5% of Tender Sum in the form of Unconditional Bank Guarantee
Time for completion	The contract will be for a period of 1 (one) year with the possibility of extension upon satisfactory performance by the contractor and at the discretion of the Authority
Period for commencement, from Engineer's Order to Commence	Not later than 14 (fourteen) days after Notice of Order to Commence
Programme to be submitted	Not later than 7 (seven) days after Notice of Order to Commence
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60 days
Notice	<p>The Employers address is: Director General, Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 <u>NAIROBI</u></p> <p>The Engineer's address is: Director (Urban Roads Planning and Design) Kenya Urban Roads Authority (KURA), P.O. Box 41727 - 00100 <u>NAIROBI</u></p>

Signature & Stamp of
Tenderer:

Date:

TENDER SECURITY FORM

Note: The bidder shall complete only this Form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [Name of bidder]

(herein after called “the Bidder”) has submitted his bid dated

for the MAINTENANCE OF INTELLIGENT TRAFFIC SYSTEM (ITS) INFRASTRUCTURE hereinafter called “the bid”

KNOW ALL MEN by these presents that we [Name of Bank]

of [Name of Country]

having our registered offices at

(hereinafter called the Bank) are bound unto the Director General, Kenya Urban Roads Authority (hereinafter called “The Employer”) in the sum of

(in words KShs)

(In figures KShs)

for which payment will be well and truly made to the said Employer the Bank binds itself, its successors and assigns by these presents.

Signed for the said Bank this _____ Day of _____ 20_____

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
 - I. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
 - II. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

KURA/RMLF/HQ/065/2020-2021. MAINTENANCE OF ITS FIELD EQUIPMENT

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

AUTHORIZED SIGNATURE AND SEAL OF THE BANK

NAME TITLE _____

SINGNATURE DATE _____

WITNESSED BY:

NAME TITLE _____

SINGNATURE DATE _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 - General:

Business name

Location of business

Plot No. Street/Road

Postal Address Tel No.

Nature of business

Current Trade License No Expiring date

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

Amount (KES)

Name of your banker

Branch

Part 2(a) - Sole Proprietor:

Full Name

Nationality Age

Citizenship Details

Part 2(b) - Partnership:

Give details of partners as follows:

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

Part 2(c) - Registered Company:

Public or Private _____

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.				

Attach proof of citizenship (Compulsory)

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

I certify that the information given above is correct.

NAME TITLE _____

SINGNATURE DATE

Part 3: Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority (KURA) who has interest in this firm?

Yes /No

I certify that the information given above is correct.

SINGNATURE _____ DATE _____

FORM OF WRITTEN POWER OF ATTORNEY

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to sign and receive correspondence on their behalf in regard to the Bid.

(Name of Bidder's Representative in **Block Letters**)

Bidder's Representative's Address _____

Bidder's Representative's signature _____

Alternate:

(Name of Bidder's Representative in **Block Letters**)

Bidder's Representative's Address _____

Bidder's Representative's signature _____

- To be filled by all bidders.
- Both representative and alternate must attach copy of National Identification card or Passport.

FINANCIAL STANDING

1. Submit copies of audited profit and loss statements and balance sheet for the last three calendar years.
2. Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

	Year 1 (.....)	Year 2 (.....)
	KES	KES
Projects		
Other ICT related works		
Other (Specify)		
Total		

Summary of assets and liabilities of the audited financial statements of the last two (2) financial years.

	Year 1 (.....)	Year 2 (.....)
	KES	KES
1. Total assets		
2. Current assets		
3. Bank credit line value		
4. Total liabilities		
5. Current liabilities		
6. Networth (1-4)		
7. Working capital (2+3-4)		

Address of Commercial Bank providing credit line

.....

Total amount of credit line KShs

Attach bank statements for the last Two (2) months

OTHER SUPPLEMENTARY INFORMATION

Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

Name, address, telephone, telex, fax numbers and email of the Bidders Bankers who may provide reference if contacted by the Contracting Authority.

I certify that the information given above is correct.

SIGNATURE _____ DATE _____
(To be signed by authorized representative and officially stamped)

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

DESCRIPTION OF WORK	NAME OF CLIENT	VALUE OF WORK(KSHS)	YEAR COMPLETED

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

I certify that the information given above is correct.

SINGNATURE _____ DATE _____

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 am /We are successful.

Signed by CEO or Authorized Representative.

NAME TITLE _____

SINGNATURE DATE

In case of sub-contracting

Signed by CEO or Authorized Representative of the firm to be subcontracted

NAME TITLE _____

SINGNATURE DATE

DEBARMENT DECLARATION FORM

Date:

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

The Bidder (name and address)

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

declares the following:

- 1) Has not been debarred from participating in public procurement.
- 2) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Signature Date:

Official Company Stamp

SCHEDULE OF KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATION (YEARS)	
			GENERAL EXPERIENCE	SPECIFIC EXPERIENCE

Signature _____ Date: _____

Official Company Stamp

SAMPLE ITS FIELD EQUIPMENT FORM

This form is to be used by the contractor when performing maintenance at each intersection. It will form part of the maintenance report and accompany submitted invoices.



KENYA URBAN ROADS AUTHORITY

ITS FIELD EQUIPMENT MAINTENANCE FORM

INTERSECTION NAME		DATE	
CABINET			
CONTROLLER MAKE		MODEL NO.	SERIAL NO.
<input type="checkbox"/> VACUUM CABINET	<input type="checkbox"/> CHECK FOR VERMIN/INSECTS/BIRDS	<input type="checkbox"/> LUBRICATE HINGES/LOCKS	
<input type="checkbox"/> CHECK SEALS	<input type="checkbox"/> GOOD CONDITION	<input type="checkbox"/> RE-CAULK	<input type="checkbox"/> WATER/MOISTURE IN CABINET
<input type="checkbox"/> REMOVE GRAFFITI		<input type="checkbox"/> REMOVE BRUSH /VEGETATION	
<input type="checkbox"/> CHECK FOR LOOSE WIRES AND WIRE CORROSION			
<u>REMARKS</u>			
<input type="checkbox"/> CHECK CONDUITS /REPLACE SEALANT			
<u>REMARKS</u>			
POLE / ARM ASSEMBLY			
CHECK OVERALL POLE /ARM FOR LEANING, EXCESSIVE RUST, MISSING COVERS, DENTS. INSPECT BASE PLATE			
<u>REMARKS</u>			

KURA/RMLF/HQ/065/2020-2021. MAINTENANCE OF ITS FIELD EQUIPMENT

SIGNAL HEADS		
<input type="checkbox"/> CHECK ALIGNMENT	<input type="checkbox"/> CHECK /REPLACE LAMPS	<input type="checkbox"/> CLEAN LENSES
<input type="checkbox"/> CHECK WIRES /CONNECTIONS AND TERMINALS		
<input type="checkbox"/> CHECK GASKET FOR WATER INFILTRATION AND DETERIORATION		
<input type="checkbox"/> CHECK FOR CRACKS AND /OR EXCESSIVE RUST ON SIGNAL HEADS		
<input type="checkbox"/> CHECK HOODS /SIGNAL HEAD ATTACHMENT HARDWARE FOR WEAR, LOOSE AND/OR RUST		
<u>ADDITIONAL COMMENTS / ILLUSTRATIONS (IF ANY)</u>		
CONTRACTOR'S REPRESENTATIVE	SIGNATURE	OFFICIAL STAMP
KURA REPRESENTATIVE	SIGNATURE	DEPARTMENT STAMP