



KENYA URBAN ROADS AUTHORITY

Efficient and Safe Urban Roads

**SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF
MICROSOFT WINDOWS OPERATING SYSTEMS AND EXCHANGE MAIL
SYSTEM**

TENDER NO: KURA/RMLF/HQ/325/2020-2021

(ALL CATEGORY)

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1. SECTION I: INVITATION TO TENDER

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

2. SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and sub consultants) 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 services 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 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i. Instructions to tenderers
 - ii. General Conditions of Contract
 - iii. Special Conditions of Contract
 - iv. Schedule of Requirements
 - v. Details of service
 - vi. Form of tender
 - vii. Price schedules
 - viii. Contract form
 - ix. Confidential business questionnaire form
 - x. Tender security form
 - xi. Performance security form
 - xii. Principal's or manufacturers' authorization form

- xiii. Declaration of undertaking not to engage in corrupt cases
- xiv. Power of Attorney

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents”

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

shall be in the amount of Kshs. 200,000.

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) Such Bank guarantee approved by the Authority.

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

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

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

2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - i. To sign the contract in accordance with paragraph 2.26 **or**
 - ii. To furnish performance security in accordance with paragraph 2.27.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **90 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 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.

2.14.2 The original and all copies of the tender shall be typed or written in

indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. *All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.*

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

- (a) Be addressed to the Procuring entity at the address given in the invitation to tender
- (b) Bear, tender number and name in the invitation to tender and the words: “**DO NOT OPEN BEFORE (Date indicated in the tender notice).**”

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Date and time indicated in the tender notice**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, 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.

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

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable,

but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity 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.

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

2.17.6 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.

2.18 Opening of Tenders

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

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

2.18.3 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.

2.19 Clarification of tenders

2.19.1 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.

2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

2.20.1 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.

2.20.2 Correction of Error

Tenders determined to be substantially responsive shall be checked by the employer for any arithmetic errors in the computation and summation. Errors will **NOT** be corrected by the employer. Any bid found to have arithmetic errors shall be disqualified.

2.20.3 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.

2.20.4 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.

2.20.5 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.

2.21 Conversion to a single currency

2.21.1 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.

2.22 Evaluation and comparison of tenders.

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

2.22.2 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.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 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. Tenderers 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.

(c) ***Liquidated damages***

If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.

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

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

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

2.23 Contacting the procuring entity

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

2.23.2 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.

2.24 Award of Contract

(a) **Post qualification**

2.24.1 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.

2.24.2 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.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event 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

2.24.4 Subject to paragraph 2.29 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. 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.

2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

2.25.1 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.

2.25.2 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.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful

tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 After 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.

2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) 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.

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

2.28 Corrupt or Fraudulent Practices

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

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

INSTRUCTIONS TO TENDERERS	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is eligible to all registered (verifiable) distributors and dealers of Microsoft products and services.
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify KURA in writing (email in PDF format or by facsimile) at the following address:</p> <p>One copy to: - Deputy Director, Supply Chain Management Kenya Urban Roads Authority Headquarter Office, P.O. Box 41727 – 00100 NAIROBI, KENYA</p> <p>E-mail: info@kura.go.ke</p> <p>KURA will respond in writing (e-mail in PDF format) to any request received at least seven (7) days prior to the deadline for the submission of tenders.</p> <p>NB: Any request for clarification must be in the firm’s letterhead, signed and stamped and must be in reference to the specific parts of the tender document properly numbered.</p>
2.20.2	<p>Prices quoted shall be in Kenya Shillings inclusive of VAT <u>No correction of arithmetic errors.</u></p> <p>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or</p>
2.12.2	The tenderer shall furnish an un-conditional bank guarantee, as part of its tender security in the amount of Kshs. 200,000 . The tender security should be valid for a period of 30 days beyond the tender validity period. i.e., 120 days from the date of tender opening .
2.13.1	<p>The tender validity period is 90 days from the date of tender opening.</p> <p>A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.</p>

2.22.4	If the tenderer fails to deliver or provide any or all of the goods, works or services within the period(s) specified in the contract, KURA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods, works and or services. After this the termination of the contract may be considered.
2.14.1	The tenderer should submit an Original and two (2) copies of the tender document. <i>All pages of the tender, except for unamended printed literature, shall be paginated, serialized, well bound with table of content and initialed by the person or persons signing the tender.</i>
2.14.2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized by the tenderer.
2.16.1	The Tender Closing date is on t h e Date and time indicated in the tender notice
2.22.4	The completion of supply and implementation period shall be a maximum of six (6) months and twelve (6) months of warranty support
Mandatory Requirements.	<p>The evaluation will be as follows:</p> <p>a) PRELIMINARY EVALUATION STAGE</p> <p>As provided below (1): Tender Evaluation Criteria Mandatory requirement NB: Bidders who will not meet the mandatory requirements will be declared non-responsive and their bids will not be evaluated further.</p> <p>b) TECHNICAL EVALUATION STAGE</p> <p>Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage.</p> <p>Bids will be evaluated based on a must meet criteria, where bidders are expected to attain the minimum set criteria.</p>
2.24.5	<p>c) FINANCIAL EVALUATION STAGE</p> <p>The winning bidder shall be the firm that shall attain the highest combined technical and financial score provided further that the tenderer is determined to be qualified to perform the contract satisfactorily</p>
2.27.1	The performance security shall be 10% of the contract price in the form of a bank guarantee issued by a reputable local bank.

TENDER EVALUATION CRITERIA

Stages of evaluation

A) **Mandatory requirements** will determine the satisfactory responsiveness of a Tenderer, failure to meet any of these set requirements as noted hereunder will render a tender non responsive and will automatically be disqualified/not proceed for Technical Evaluation.

B) **Technical Evaluation:** Bids will be checked on compliance to the technical requirements specified below and bids that do not meet the minimum set criteria shall not be evaluated further.

1. MANDATORY REQUIREMENTS

Tenderers to submit **certified** copies of the following **MANDATORY** documents as instructed.

No	Requirement
1	Dully filled, Signed & Stamped Tender Form & Price Schedules
2	Original Tender Security in the amount of Ksh 200,000 in the form of bank guarantee valid for a period of 120 days from the date of tender opening.
3	Attach a copy of certificate of Incorporation/Registration certified by commissioner of oaths.
4	Attach a copy of a Valid Business Permit certified by commissioner of oaths.
5	Attach a copy of CR12 (Valid within the last 6 months) certified by commissioner of oaths.
6	Attach a copy of Tax Compliance Certificate valid at the time of tender opening. (KURA shall confirm the Certificate validity from KRA tax checker.)
7	Duly filled and signed Confidential Business Questionnaire
8	Dully Filled and Signed Declaration of Undertaking not to engage in corrupt fraudulent practice in the format provided
9	Attach a duly signed and authorized power of attorney in the format provided
10	The bidder must provide certification / authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed solution.
11	Whether the bidder has filled the confidential business questionnaire form
12	Whether the bidder has submitted the tender submission letter

NB: Please note that the authenticity of the above documents provided SHALL be verified

with the relevant authority and any forgery or false presentation in any one of the above shall lead to automatic disqualification and render the tenderers bid non-responsive.

2. TECHNICAL EVALUATION STAGE

Only bidders who pass the Preliminary stage will be evaluated at the technical evaluation stage.

The technical evaluation is in two stages:

Note to Bidders: The following checklist is provided to help the Bidder organize and consistently present their Technical bid. For each of the following Technical Requirements, the Bidder must describe how its Technical Bid responds to the requirements.

In addition, the Bidder must provide cross references to the relevant supporting information, if any, included in the bid. The cross reference should identify the relevant document(s) and page number(s). The cross reference should be indicated in the column "DETAILED DESCRIPTION".

The Technical responsiveness checklist does not supersede the rest of the technical requirements (or any other part of the Bidding Documents). If a requirement is not mentioned in the Checklist, that does not relieve the Bidder from the responsibility of including supporting evidence of compliance with that other requirement in its Technical Bid. One- or two-word responses (e.g. "Yes," "No," "Will comply," etc.) are normally not sufficient to confirm technical responsiveness with Technical Requirements.

Bidders shall use the following options to indicate the "DEGREE OF SUPPORT OF COMPLIANCE" their solution provides for each of items listed in this section:

- a. **FS** - (Fully Supported) the application fully supports the requirement without any modifications.
- b. **PS** - (Partially Supported) the application supports the requirement with use of a workaround.
- c. **CR** - (Customization required) the application will be customized to meet the requirement(s).
- d. **NS** - (Not Supported) the system is not capable of supporting the requirement and cannot be modified to accommodate the requirement.

Where customizations are required, clearly and comprehensively indicate the plan, design and/or approach to be undertaken to achieve the requirements.

A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications is required.

For each SPECIFICATION, bidders are requested to provide a clear and concise explanation in the DETAILED DESCRIPTION section or provide a cross-reference to where that explanation or supporting information can be found in other part of the technical proposal.

Please fill in the COMPLIANCE column as appropriate to indicate one of the responses listed above for each item and add as many comments, diagrams, maps and/or

screenshots in the DETAILED DESCRIPTION column.

Technical Responsiveness Checklist

Compliance / Responsiveness to Scope of works and fully completed technical specification sheet.

2. Technical Evaluation

The tender proposal submission will be evaluated in three (3) stages namely:

- Preliminary evaluation in stage 1-Mandatory Requirements
- Detailed technical evaluation in stage 2- Technical Specifications
- Financial evaluation in stage 3

(For ease of evaluation, kindly arrange your documents in the order of the evaluation criteria below).

1. Preliminary Evaluation – stage 1 (OFFICIAL USE ONLY)

Preliminarily, your tender submission will be evaluated to determine:

1. Mandatory Requirements

	CRITERIA PARAMETERS	REQUIREMENTS	Documentation requirement	Yes or No
1	Number of Years the firm has been in Existence offering Similar services/assignments	Provide a copy of Certificate of Incorporation/Business Registration in Kenya <ul style="list-style-type: none"> • In existence for a minimum of five years. • Must be a registered GOLD Microsoft Solution provider for 3 years or more 	A copy of Certificate of Incorporation to be certified by a commissioner of Oaths	Must submit as required and bidders who meet the requirement are marked YES, those that do not meet are marked NO

2	Qualification, experience and Technical Capacity of the Implementing Personnel	Provision of at least four (4) No. of signed certified CVs and copies of relevant certificates and recommendation letters for the below; 1. Technical/Project Manager; Academic Qualification – Graduate from relevant discipline Experience – Must have handled similar project/assignment with an experience of not less than three (3) years Must have Professional Certificates in Microsoft Solutions implementation and project management 2. IT / Engineering Graduate; Academic Qualification –		
3	Experience in installation of Windows Server operating system	Provide at least three (3) local sites with at least 350 users (attach customers' evidence with contact by providing relevant information) where similar projects have been undertaken, two (2) of the sites must be in the public sector		
4	Experience in migrating MS Windows 2012 server to MS 2019 server in Virtualized Data center environment	Provide a list and contacts of three (3) sites where a similar migration of server environment has been implemented in the last three (3) years, at least two (2) must be in the public sector. b) Proof of similar experience in Supply & Installation, Training & Commissioning of Board Management System. Tenderers to Provide at least Five (5) contract copies /LPOs and (Five (5) recommendation letters for those contracts/LPO from the above list where at least two (2) of the Contract/LPO & two (2) Recommendations must be firms from the public sector. <i>Note: Recommendation letters should be in</i>		
5	Exchange online deployment experience	At least three (3) local sites with at least 350 users (attach customers' evidence with contact by providing relevant information, at least two (2) must be in the public sector		
6	Experience in migrating MS exchange 2013 to MS exchange 2019 in Hybrid environment	Provide a list and contacts of three (3) sites where a similar migration of mail exchange environment has been implemented in the last three (3) years, at least two (2) must be in the public sector.		

7	SharePoint online deployment experience with multiple sites	At least three local sites with at least 350 users (attach customers' evidence with contact by providing relevant information)		
8	Provide deployment team experience in M365 product	Two Microsoft Qualified IT specialists Attach CVs for the deployment engineers-outline experiences and projects previously worked		
9	Financial Performance	(a) Submission of audited financial statements acceptable to the Employer, for the last three [3] years and authenticated bank statement for the last six (6) months to demonstrate: i. the current soundness of the applicant's financial position and its prospective long term profitability, and capacity to have a cash flow equivalent to 20% of the tender sum.	Attach evidence on the requirement of this Section, a) The audit report must be in the form and format approved by ICPAK.. KURA shall verify the registration of the firm and engagement partner on ICPAK website. Cash flow shall be determined by working capital based on the most current financial statements. (b) All pages in the bank statement must be initialized and stamped by the issuing bank.	
10	Business permit and office location	Should have a physical address and Current business Permit	Mandatory	
11	Litigation History	The applicant to provide a valid Sworn affidavit for the tender	Mandatory	
12	Adequacy of the proposed Methodology in responding to KURA requirements	The bidder shall provide his proposed methodology in responding to KURA requirements as specified in the scope		

13	Project Implementation/Work Plan	Should provide project implementation and completion timeline within 6 months period after contract signing Provide a work break down structure WBS		
14	Training and handholding for ICT staff	Should provide ICT staff hands on training		
15	Post implementation Service Level Agreement	Provide a sample SLA		

Note:

- Bidders must achieve YES in all the measured parameters to qualify.
- The bidders who pass the technical criteria will be subjected to financial evaluation

2 Detailed Technical Responsiveness

ITEM	DESCRIPTION	F- Fully supported P- Partial supported	Bidders Response Yes or No
1.	Microsoft Windows 2019 Data Center software (32 core servers in the Data center)		
2.	Server CAL Licenses		
3.	Microsoft Mail Exchange Server 2019 software		
4.	MS Exchange Server CALS		
5.	Microsoft Business standard 365 software & Licenses		
6.	Microsoft Office 2019 software and Licenses		
7.	Microsoft Windows 10 Pro		
8.	Training of Administrators		
9.	Support and subscription period in years		

3. FINANCIAL EVALUATION CRITERIA

The Bidder who shall be determined as the lowest evaluated bidder shall be considered and recommended for award

3.0 SECTION III GENERAL CONDITIONS OF CONTRACT

(a) Definitions

In this contract the following terms shall be interpreted as indicated:

- (a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) “The services” means services to be provided by the Consultant 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 services under this Contract.
- (e) “The Consultant means the individual or firm providing the services under this Contract.
- (f) “GCC” means general conditions of contract contained in this section
- (g) “SCC” means the special conditions of contract
- (h) “Day” means calendar day

(b) Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

(c) Standards

- (d) The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

(e) Patent Right's

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

(f) Performance Security

3.f.1 Within thirty (30) 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.f.2 The proceeds of the performance security shall be payable to the
KURA/RMLF/HQ/325/2020-2021

Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.f.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) **A bank guarantee.**

3.f.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.

(g) **Inspections and Tests**

3.g.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.g.2 The inspections and tests may be conducted on the premises of the tenderer or its subConsultant(s). If conducted on the premises of the tenderer or its subConsultant(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.g.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.g.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

(h) **Payment**

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

(i) **Prices**

Prices charged by the Consultant for services 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.

(j) **Assignment**

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

(k) **Termination for Default**

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

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

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

(l) **Termination of insolvency**

The procuring entity may at the time to terminate the contract by giving written notice to the Consultant if the Consultant becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Consultant, 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.

(m) **Termination for convenience**

3.m.1 The procuring entity by written notice sent to the Consultant 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 Consultant of the contract is terminated and the date on which such termination becomes effective.

3.m.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the Consultant on agreed amount for partially completed services.

(n) **Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

(o) **Governing Language**

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

(p) **Force Majeure**

The Consultant 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.

(q) **Applicable Law.**

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

(r) **Notices**

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

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

4.0 SECTION IV: SPECIAL CONDITIONS OF CONTRACT

- (a) 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.
- (b) Special conditions of contract with reference to the general conditions of contract.

G C OF CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.1 Definitions	The procuring entity is Kenya Urban Roads Authority (KURA) Barabara Plaza, Mazao Rd-Off South Airport Rd, JKIA, P.O Box 41727-00100, Nairobi. It includes its legal representative, successors or assigns.
3.3 Provision and Standard of service	KURA's Representative shall inspect the Consultant's work and notify the Consultant of any defects that are found. Such inspection shall not affect the Consultant's responsibilities. KURA's Representative may instruct the Consultant to search for a defect and to test any Work that KURA's Representative considers may have a defect. Should the defect be found, the cost of making good shall be borne by the Consultant. KURA's representative will certify the works and only certified works shall qualify for payment.
3.6 Performance Security	The Performance Security shall be in the amount of 10% of the Contract Price in the form of a Local bank guarantee. The Performance security will be cashed if the tenderer shall not deliver the services as per the Schedule of Requirements and as per the Contract Agreement. If obtained from an international bank, the bank must have a local correspondence in Kenya and the performance security should be through the local correspondence. The performance Security shall be discharged by the Procuring entity and returned to the tenderer not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations
3.7 Delivery of Services/Inspection and Tests	The consultant shall provide for the proposed solutions, support and maintenance

<p>3.7.3 Performance penalty</p> <p>Non-</p>	<p>In the event that the bidder does not administer the contract in whole or in part, KURA shall procure, upon such terms and in such manner as it deems appropriate, and without reference to the bidder, services similar to those undelivered, and the Consultant shall be liable to KURA for the actual costs incurred for such procured services. These costs shall be offset from the invoices provided by the Consultant.</p> <p>Non-performance shall also include:</p> <p>a) Failure by the Consultant to adhere to the set implementation /deployment timelines</p> <p>b) Failure by the vendor to offer services/uptime as stipulated in the attached sample SLA during bidding.</p>
<p>3.8 Terms & Conditions</p> <p>Payment</p>	<p>Payment shall be made by KURA upon successful completion of the contracted services as set out in the Terms of Reference.</p> <p>Support of work –proof of work done shall be done by attaching Job Cards, Email print outs and such like.</p> <p>Support of work –proof of payment shall be done by attaching Job Cards, Email print outs and such like.</p> <p>All other conditions of payments in KURA’s Finance Manual Policy and Procedures shall apply.</p>
<p>3.9 Prices</p>	<p>There shall be no price adjustment for the duration of the Contract</p>
<p>3.10.1 Contract</p> <p>Sub-</p>	<p>The Consultant shall notify KURA in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Consultant from any liability or obligation under this Contract.</p>

3.12 Termination	<p>KURA may without prejudice to any other remedy accruing to it terminate this Agreement in writing in whole or in part if:-</p> <p>a) By Breach of Contract (i) The Consultant frequently fails to provide services of acceptable standards set by KURA in the performance of this Agreement and (ii) The Consultant fails to perform any other obligation under this Agreement.</p> <p>b) By Agreement Either party may terminate the Agreement by giving to the other party Three (1) months' notice in writing or payment of One (1) month the set fees and charges in lieu of such notice; On termination of this Agreement, howsoever terminated, the Consultant shall be permitted to remove all its equipment which may have been placed by the Consultant upon the employer's premises.</p> <p>c) By Insolvency Either party may at any time terminate the contract by giving written notice to the other party in case of insolvency.</p> <p>d) By Bankruptcy Either party may at any time terminate the contract by giving written notice to the other party in case of bankruptcy.</p>
3.14 Resolution of Disputes	<p>Both parties shall agree on the appointment of an arbitrator for the resolution of any disputes, failure to concur, the arbitrators shall be appointed by the Chairman or vice chairman of the Chartered Institute of Arbitrators Kenya Branch.</p>
3.18 Notices	<p>Where the Contract provides for Notice to be given to any party, such Notice shall be well and sufficiently given if given by way of: -</p> <p>a) A letter posted by registered mail (airmail if international) to the postal address of the party concerned shown below, or delivered to that party by hand at the address shown below or;</p> <p>b) An email sent to the email address of the party concerned shown below.</p> <p>The addresses of the parties for Notices shall be: - KURA: The. Ag. Director General, Kenya Urban Roads Authority(KURA) P.O. Box 41727 – 00100 Nairobi, Kenya or such other address as KURA may designate as its address for this purpose by Notice to the Consultant</p>

5.0 SECTION V TERMS OF REFERENCE

5.1 INTRODUCTION

Kenya Urban Roads Authority (KURA) is a state corporation under the ministry of transport and infrastructure established by the Kenya roads Act 2007 with the core mandate of management, development, rehabilitation and maintenance of national urban trunk roads.

BACKGROUND

KURA has a Data center that hosts its production servers. The Server environment is largely virtualized and the main operating system is Microsoft Windows server 2012. The goal is to upgrade the server operating systems from the current to MS Windows 2019 Data Center version or later for the required servers. At the same time, the mail system in use is MS Exchange 2013 and needs to be upgraded as well. The winning bidder shall be required to carry out a scoping exercise to determine the best upgrade path for efficiency. Details of the upgrade are found in the scope of work section below.

OBJECTIVE OF THE ASSIGNMENT

The Objectives Of The Project Include The Following:

1. Upgrade to Microsoft Server 2019 and configuration of Active Directory and other related server services
2. Upgrade to Microsoft exchange 2019 and M365 Business standard online for the required number from the current MS Exchange 2013 mail system.
3. Deployment of MS Windows 2010 to the specified number of users
4. Migration of Exchange mailboxes currently on premise system to Exchange 2019 on a hybrid environment for 350 users
5. Develop a test environment and conduct hands on Training for ICT Staff on the implementation and administration of the implemented systems.

SCOPE OF WORK

KURA intends to upgrade its current Microsoft Windows 2012 Active Directory Server and the Mail Exchange 2013 server in the production environment. The scope of work includes: the supply, installation, configuration and commissioning of an upgraded Microsoft Windows Based Data Center environment with a Hybrid mail system as detailed below:

1) Delivery of required software and services as outlined below;

- i. Supply the required Windows Server 2019 Data Center Operating system and necessary Licenses
- ii. Solution Implementation and Commissioning of the Active directory, FS, DNS, IIS and other associated services ie
 - a. File server
 - b. Active Directory,
 - c. Domain Name System server
 - d. Dynamic Host Control Protocol
 - e. Internet Information Services

- f. Any other services required
- iii. Supply the Exchange Server 2019 Licenses as described above
- iv. Supply the M365 Business Standard Licenses as described above
- v. Migrate Exchange 2013 mailboxes for the 350 users to Exchange 2019 mail box
- vi. Migrate the 35 users to the public cloud platform and integrate with existing on premise services such as internal email distribution groups, scan to email service etc.
- Note:** KURA has over 350 users that need to communicate as one team seamlessly
- vii. Supply and install Office 2019 or the latest for the 25 identified users
- viii. Security enforcement to control sending, forwarding and printing of emails
- ix. Implement Digital Locker and two factor authentication to be integrated with the AD
- x. Adoption and Training on Office 365 for ICT Administrators
- xi. Commission the solution and hand it over to KURA
- xii. Offer support and license subscription for one year

Table Summary below

SUPPLY, INSTALLATION OF MICROSOFT SERVER 2019 AND CONFIGURATION OF ACTIVE DIRECTORY SPECIFICATIONS INCLUDING MIGRATION OF ANY SERVICES FROM CURRENT ACTIVE DIRECTORY

ITEM	DESCRIPTION	Quantity
1.	Delivery of Microsoft Windows 2019 Data Center software and Licenses (32 core Data center Licenses)	2
2.	Solution Implementation and Commissioning of the Active directory, File server, DNS, IIS and other associated services	Lot
3	Practical Hands on Training of Administrators and technical user manuals	Lot
4.	Support and subscription period in years	1

2). Delivery email application system, installation configuration and migration required services

- i. Delivery of the required Microsoft Mail Exchange Server and the required CALs and
- ii. Migration of exchange mailboxes on exchange on premise to Exchange 2019 on a hybrid environment for 350 users;
 - a. Implementation of Bridge to the 350 specified users
 - b. Deployment of Office M365Business standard to the specified number of users
 - c. Deployment of Office 2019 to the specified number of users
 - d. Activation and adoption of Teams, OneDrive and Yammer
 - e. SharePoint : Automation of key process, creation of key workflows and Intranet sites

f. Training for 5 ICT Staff on Office

Table summary below
SUPPLY, INSTALLATION AND CONFIGURATION OF MICROSOFT EXCHANGE 2019 AND
MIGRATION OF SERVICES FROM CURRENT SETUP OF MSEXCHANGE 2013 TO HYBRID
OF MICROSOFT OFFICE 365 AND MSEXCHANGE 2019

ITEM	DESCRIPTION	Quantity
1.	Supply of Microsoft Mail Exchange Server 2019 software and licenses	2
2.	Supply of Bridge CALs	350
3.	Supply of Microsoft Office365 Licenses	35
4.	Supply of Office 2019 software and Licenses	25
5.	Supply of Windows 10 Pro	43
6.	Solution Implementation, Commissioning Administrators in a Microsoft's Authorized Training	LOT
7.	Training of Administrators	LOT
8.	Support and subscription period in years	1

3). Preparation and timely submission of project reports according to project implementation plan

4). Supply, Solution Implementation and project Commissioning: as per agreed Terms of Reference.

4. BIDDER QUALIFICATION REQUIREMENTS

- a. The bidder should have been in operation as a GOLD Microsoft Solution provider and installer of the proposed Systems for a minimum period of five (5) years.
- b. The bidder must demonstrate thorough knowledge on the business processes i.e. the bidder has developed, implemented and supported a Microsoft Data Center environment in any institution with similar business processes as Kenya Urban Roads Authority.
- c. The bidder must provide a copy of certification/authorization from the manufacturer or distributor to do business as an authorized vendor for the proposed Microsoft Windows operating system and mail exchange system.
- d. The bidder must submit at least three (3) sites where the proposed Data Center Windows operating system and mail exchange system has been implemented, at least two (2) for Public Sector.

- e.. Demonstrate experience and capability in virtualized data center management.
- f. Technical specialists with at least three (3) years' experience installing and configuring Microsoft Solution Systems. The specialists should have the relevant certificates that indicate skills and training in installing, configuring systems of the nature proposed in the contract.
- h. The consultant must provide at least two (2) references letter from sites where they have supplied similar services in the last 3 years.

5. DURATION FOR THE ASSIGNMENT

It is envisaged that the entire implementation duration will be a maximum of **6 months**. However, bidders are encouraged to propose a lesser duration as may be practically possible while meeting all the requirements of the Terms of Reference.

The project implementation duration does not include the warranty period, which period will commence immediately after commissioning the system, for a period of six (6) months.

6. ADMINISTRATIVE AND REPORTING FRAMEWORK

The consultant will be responsible to the Director General KURA, through the appointed Project Manager on all matters of the project. The consultant will work closely with the KURA ICT staff. The Client will provide the following inputs:-

- a) Relevant reference material
- b) Facilitate access to KURA regulations and other necessary documents.
- c) Facilitate access to appropriate KURA and stakeholder offices
- d) Meetings with relevant users as and when required.
- e) Working area for project consultants

7. DELIVERABLES

1. Inception report giving a detailed understanding of the assignment.
2. A detailed work plan with the resource requirement schedule.
3. Risk management report
4. Functional requirements design
5. Weekly status reports
6. Training of administrators and end users
7. Installed and Commissioned systems
8. Final project report
9. 1 year support and software subscription
10. Warranty period

9. TERMS OF PAYMENT

- a) Payment shall be made 30 days after invoicing.
- b) All other conditions of payments in KURA's Finance Manual Policy and

Procedures shall apply.

8. METHODOLOGY

The bidder should clearly provide information regarding the implementation methodology, which the consultant utilizes. This should be framed in terms of the various stages associated with the implementation. In addition, the consultant should identify the tools utilized for maintaining the project schedule and required resources.

10. TRAINING

KURA attaches great importance to the training of its staff at different levels including system support, ICT administrators, and end users.

- a) The successful consultant of the solution will be required to provide training as an essential part of the Contract. The Consultant will install a test environment for training ICT staff
- b) Training for the system administrators must be instructor-led.
- c) Training for end users will be on-site and scheduled per user roles.

11. SERVICE LEVEL AGREEMENT

The Consultant must demonstrate capability to offer post commissioning support services on Service Level Agreement basis, for entire contract period after date of commissioning of the system.

- a) Documentation or a clear statement of undertaking, committing the consultant to provide the Service Level Agreement, must be included in the proposal.
- b) Bidders must include a sample Service Level Agreement that describes the Service Level Agreement terms and conditions. During Service Level Agreement period, the consultant will be required to work after hours to fix problems that would negatively impact normal operations of the systems.

12. WARRANTY

- a) Demonstrate capability to offer post Commissioning support services on warranty basis, for a period of one (1) year after date of Commissioning of the system.
- b) Documentation or a clear statement of undertaking, committing the bidder to provide the warranty, must be included in the proposal.
- c) All software and hardware supplied should be accompanied with one-year warranty
- d) Bidders must include a sample warranty agreement that describes the warranty terms and conditions. During warranty period, the contractor will be required to work after hours to fix problems that would negatively impact normal operations of the KURA.

6.0 SECTION: VI ~ PRICE SCHEDULE

The bidders are required to provide their price breakdown as tabulated;

A. Summary of Operating system

ITEM	DESCRIPTION	Quantity
1.	Delivery of Microsoft Windows 2019 Data Center software and Licenses (32 core Data center Licenses)	2
2.	Solution Implementation and Commissioning of the Active directory, File server, DNS, IIS and other associated services	Lot
3	Training of Administrators	Lot
4.	Support and subscription period in years	1

B. Summary of Email Application System

ITEM	DESCRIPTION	Quantity
1	Delivery of Microsoft Mail Exchange Server 2019 software and licenses	2
	Delivery of Office M365 Business standard Licenses (Exchange Online, Office Pro Plus, SharePoint Online, Skype for business and associated products)	35
2	Delivery of Office 2019 software and Licenses	25
4.	Bridge CALs	350
5	Solution Implementation, Testing & Commissioning of the mail delivery	Lot
6	Practical Hands on Training of Administrators and technical user manuals	Lot
7	Support and subscription period in years	1

No correction of arithmetic errors.

The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

NB: ALL Prices quoted must be inclusive of VAT

Tenderer's Name (Company) _____

Signature & Rubber stamp: _____

Date:

Delivery Period: _____

7.0 SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.

2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

Grand total cost transferred to form of tender inclusive of all taxes and other related charges for **the supply, installation, and configuration and commissioning of Microsoft windows operating systems and exchange mail system**

8.1 FORM OF TENDER

Date _____

Tender No. _____

To.....

.....

[Name and address of procuring entity] Gentlemen and/or Ladies:

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

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

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

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

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

Date: _____ 20
(Signature) [In _____ the _____ capacity of]

Duly authorized to sign tender for and on behalf of _____

8.2 CONTRACT FORM

THIS AGREEMENT made the ___day of _____20___between.....
[Name of procurement entity] of [Country of Procurement
entity](Hereinafter called “the Procuring entity”) of the one part and
..... [Name of tenderer] of [City and country of
tenderer](Hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares.
Viz.....[brief description of materials and spares] and has accepted a
tender by the tenderer for the supply of those materials and spares in the
sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as
part of this Agreement, viz.:

- (a) the Tender Form and the Price Schedule submitted by the tenderer; (b) the Schedule of Requirements;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer
as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to
provide the materials and spares and to remedy defects therein in conformity in all
respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provision of the materials and spares and the remedying of defects therein, the
Contract Price or such other sum as may become payable under the provisions of the
contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)
Signed, sealed, delivered by _____ the _____ (for the tenderer)
in the presence of _____.

8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

REPUBLIC OF KENYA

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General:

Business name.....
.....

Location of business premises.....

Plot No.Street/Road
.....

Postal Address..... Tel No.Email address
.....

Nature of business.....

Current Trade Licence No.Expiring date
.....

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

Kshs.....

Name of your bankers

Branch.....

Part 2(a) - Sole Proprietor:

Your name in full

Age.....

NationalityCountry of origin

*Citizenship details

Part 2(b) - Partnership:

Give details of partners as follows:

Name	Nationality	Citizenship Details•
Shares		

1.

2.

3.....

4.

5.....

Part 2(c) - Registered Company:

Private or Public

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

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

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

Part 3: Interest in the Firm:

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

I certify that the information given above is correct.

.....

Date Signature of Bidder

- **** Delete as necessary**

8.4 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

TENDER NAME: SUPPLY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF MICROSOFT WINDOWS OPERATING SYSTEMS AND EXCHANGE MAIL SYSTEM
CONTRACT NO: KURA/RMLF/HQ/324/2020-2021

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.

SEALED with the common Seal of 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 Tenderers 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 days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.

8.5 PERFORMANCE SECURITY FORM

To:

.....

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract

No. _____ [reference number of the contract] dated _____ 20 _____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of 20 the

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

8.6 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

8.7 DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project. We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-consultants/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Dated this _____ day of _____ 20 _____

(Name of company) (Signature(s))

8.8 POWER OF ATTORNEY

To [name of the Procuring entity]

Note: This power of attorney should be on the letterhead duly signed and stamped nominating a representative to transact and sign document on behalf of your company.

8.9 : ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM

I/We of
Post Office Box declare that
I/ We recognize that Public Procurement is based on a free, fair and competitive
tendering process which should not be open to abuse.

I/We Declare
that I/We will not offer or facilitate, directly or indirectly, any inducement or reward
to any public officer, their relations or business associates, in connection with tender
No.

..... for or in the subsequent performance
of the contract if I/We am/are successful.

Signed by C.E.O. or Authorized Representative. Name
.....

Designation.....
Signature.....
Date.....

In case of sub-contracting

Signed by CEO of the firm to be subcontracted

Name.....
Designation.....
Signature.....
Date.....