



KENYA URBAN ROADS AUTHORITY

Transforming Urban Mobility

**PROVISION OF INTERGRATED MONITORING & EVALUATION AND
QUALITY ASSUARANCE MANAGEMENT SYSTEM (LOT 1)**

AND

SUPPLY AND DELIVERY OF ICT HARDWARE (LOT 2)

TENDER NO: KURA/RMLF/HQ/402/2024~2025

**DIRECTOR (POLICY, STRATEGY AND
COMPLIANCE)
KENYA URBAN ROADS AUTHORITY
P.O.BOX 41727-00100
NAIROBI**

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

TABLE OF CONTENTS

1. SECTION I: INVITATION TO TENDER.....	5
PROCURING ENTITY: KENYA URBAN ROADS AUTHORITY P.O. BOX 41727-00100.....	5
2. SECTION II – INSTRUCTIONS TO TENDERERS.....	7
2.1 Eligible tenderers	7
2.2 Cost of tendering	7
2.3 Contents of tender documents.....	7
2.4 Clarification of Documents	8
2.5 Amendment of documents.....	8
2.6 Language of tender.....	8
2.7 Documents Comprising the Tender	9
2.8 Form of Tender	9
2.9 Tender Prices	9
2.10 Tender Currencies	9
2.11 Tenderers Eligibility and Qualifications.....	10
2.12 Tender Security.....	10
2.13 Validity of Tenders.....	11
2.14 Format and Signing of Tender.....	11
2.15 Sealing and Marking of Tenders	11
2.16 Deadline for Submission of Tenders.....	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of Tenders	12
2.19 Clarification of tenders.....	13
2.20 Preliminary Examination and Responsiveness.....	13
2.21 Conversion to a single currency.....	14
2.22 Evaluation and comparison of tenders.....	14
2.23 Contacting the procuring entity.....	15
2.24 Award of Contract	15
2.25 Notification of award.....	16
2.26 Signing of Contract.....	16
2.27 Performance Security	17

2.28 Corrupt or Fraudulent Practices.....	17
APPENDIX TO INSTRUCTIONS TO THE TENDERERS	18
TENDER EVALUATION CRITERIA.....	20
1. MANDATORY REQUIREMENTS FOR BOTH LOT 1 and LOT 2.....	20
2. TECHNICAL EVALUATION STAGE	21
3. FINANCIAL EVALUATION.....	28
3. SECTION III GENERAL CONDITIONS OF CONTRACT.....	33
4. SECTION IV: SPECIAL CONDITIONS OF CONTRACT.....	39
5. SECTION V TERMS OF REFERENCE	42
5.1 Lot1 Terms of Reference	42
5.1.1 Introduction.....	42
5.2 Objectives of the Assignment	42
5.2.1 The overall Objectives of the assignment.....	42
5.3 Scope of Works	43
5.3.1 General Scope	44
5.4 Deliverables	45
5.4.1 Business Process and Gap Analysis.....	45
5.4.2 Environment Provisioning.....	45
5.4.3 Setup and Configuration	46
5.4.4 Customizations	46
5.4.5 Integrations Upgrade.....	46
5.4.6 System generated reports	46
5.4.7 Testing.....	47
5.4.8 Training	48
5.4.9 Go Live and Post Go Live Support	48
5.4.10 Project Management	49
5.5 Methodology.....	49
5.6 Technology.....	50
5.7 Warranty	50
5.8 Implementation Schedule.....	51
6. SECTION VI - PRODUCT SPECIFICATIONS AND REQUIREMENTS.....	52
6.1 Lot 1: Provision Of Development of Intergrated Planning, Monitoring & Evaluation and Quality Assurance Management System	52
6.1.1 Monitoring and Evaluation module requirements	52
6.1.2 Quality Assurance module requirements	53

6.1.3	Overall System Functional Requirements	60
6.1.4	System Non-Functional Requirements	68
7.	SECTION VII - TRAINING, DOCUMENTATION AND SUPPORT	77
8.	SECTION VIII - LOT 2- SUPPLY AND DELIVERY OF ICT HARDWARE.....	80
8.1.1	Lot 2: ICT Hardware Requirements.....	80
8.1.2	Objectives.....	80
8.1.3	ITEM 1. TECHNICAL SPECIFICATIONS FOR SERVER COMPUTER – 1	81
8.1.4	Item 2: Technical Specifications for Backup and Replication Solution.....	82
8.1.5	Item 3: Technical Specifications for Virtualization Solution Software.....	85
9.	SECTION: IX - PRICE SCHEDULE	90
9.1	Price Schedule for Lot 1	90
9.2	Price Schedule for Lot 2.....	92
10.	SECTION X - STANDARD FORMS	93
10.1	Form of Tender	94
10.2	Contract Form.....	97
10.6	Manufacturer’s Authorization Form	104
10.7	Declaration of Undertaking	105
10.8	Power of Attorney	106
10.9	Anti-Corruption Declaration / Commitment / Pledge Form	107

1. SECTION I: INVITATION TO TENDER

PROCURING ENTITY: KENYA URBAN ROADS AUTHORITY P.O. BOX 41727-00100

CONTRACT NAME AND DESCRIPTION:

**LOT 1- PROVISION OF INTERGRATED MONITORING & EVALUATION AND QUALITY ASSUARANCE MANAGEMENT SYSTEM &
LOT 2 -SUPPLY AND DELIVERY OF ICT HARDWARE**

1. Kenya Urban Roads Authority invites sealed tenders for the: PROVISION OF INTERGRATED MONITORING & EVALUATION AND QUALITY ASSUARANCE MANAGEMENT SYSTEM (Lot 1) & SUPPLY AND DELIVERY OF ICT HARDWARE (Lot 2)
2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [0800 to 1700 hours] at the address given below.
4. A complete set of tender documents may be viewed and downloaded for free from the website www.kura.go.ke or PPIP Portal www.tender@go.ke or purchased upon payment of a non- refundable fees of Kshs. 1,000.00 (*Kenya shillings One Thousand Only*) in Banker's Cheque and payable to Kenya Urban Roads Authority.
5. All Tenders must be accompanied by a tender security Value as tabulated below in the form of Unconditional Bank Guarantee from a reputable Bank in Kenya and valid for 30 days beyond the tender validity period in the prescribed format in the tender document;

Lot No	Description	Bid Security amount (Kshs)
1	PROVISION OF INTERGRATED MONITORING & EVALUATION AND QUALITY ASSUARANCE MANAGEMENT SYSTEM	Kshs. 200,000.00
2	SUPPLY AND DELIVERY OF ICT HARDWARE	Kshs. 200,000.00

6. Interested tenderer may Bid for One (1) or both Lots.
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before as indicated in the Tender Notice. Electronic Tenders WILL NOT be permitted.
9. Tenders will be closed on as indicated in the Tender Notice. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below
10. Late tenders will be rejected.

11. The addresses referred to above are:

DIRECTOR GENERAL,
KENYA URBAN ROADS AUTHORITY,
P.O. BOX 41727-00100, NAIROBI, BARABARA PLAZA OFF MAZAO ROAD, 4TH FLOOR.,
BLOCK D
info@kura.go.ke

A. Address for obtaining further information KENYA URBAN ROADS AUTHORITY

SUPPLY CHAIN MANAGEMENT OFFICE
BARABARA PLAZA OFF AIRPORT SOUTH ROAD MAZAO ROAD, GROUND FLOOR; BLOCK
D
P.O. BOX 41727-00100, NAIROBI
DEPUTY DIRECTOR (SUPPLY CHAIN MANAGEMENT),
+254717105233, supplychain@kura.go.ke

B. Address for purchasing tender documents KENYA URBAN ROADS AUTHORITY

BARABARA PLAZA OFF AIRPORT SOUTH ROAD MAZAO ROAD, GROUND FLOOR. BLOCK
D
P.O. BOX 41727-00100, NAIROBI

C. Address for Submission of Tenders. KENYA URBAN ROADS AUTHORITY

DEPUTY DIRECTOR ICT SERVICES
P.O. BOX 41727-00100, NAIROBI. For: DIRECTOR GENERAL

Name: ENG. SILAS M. KINOTI

Designation: DIRECTOR GENERAL

Signature



DIRECTOR GENERAL
KENYA URBAN ROADS
AUTHORITY (KURA)
P. O. Box 41727 - 00100
NAIROBI

Date:

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 per LOT

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) suppliers and dealers of Certified Integrated M&E and QA System
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 entity.</p>
2.12.2	The tenderer shall furnish an un-conditional bank guarantee, as part of its tender security in the amount of Lot1: Kshs. 200,000.00 and Lot 2: Ksh 200,000.00 . The tender security should be valid for a period of 30 days beyond the tender validity period. i.e., 210 days from the date of tender
2.13.1	<p>The tender validity period is 210 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 the Date and time indicated in the tender notice
2.22.4	The completion of supply and implementation period shall be a maximum of thirteen (13) months and additional twelve (12) months of 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	c) FINANCIAL EVALUATION STAGE 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.
2.27.1	The performance security shall be 2% of the contract price in the form of a bank guarantee issued by a reputable local bank. (For Each LOT)

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 FOR BOTH LOT 1 and LOT 2

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 Value for Lot1: Kshs. 200,000.00 and Lot 2: Ksh 200,000.00 in the form of Unconditional Bank Guarantee from a reputable bank in Kenya and valid for 30 days beyond the tender validity period in the format provided in the tender document.
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:

- **Clarity on Serialization of Tender Documents by Prospective Bidders.** Please note that all pages of the tender documents submitted by bidders shall be sequentially serialized. That is, serialization shall be undertaken by the bidder, by doing fresh numbering on its documents. The pagination of the tender documents as downloaded from the KURA website should not be used as a means of Serialization. The bidder’s serialization should follow the same logical sequence from page one up to the last including attachments/appendices and the document should be bound.
- **All submitted Documents may be verified from the issuing agencies .KURA Reserves the right to verify all submitted documents.**
- **Only Bidders who will have met all the Preliminary Requirements shall proceed for Technical Evaluation.**

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

This will be based on the technical proposal submitted in accordance to the criteria. The criteria shall be merit based where bidders must meet the minimum set criteria.

LOT 1 Technical Criteria

No	Technical Criteria Description for LOT 1	Max. Score
TR 1	FIRM EXPERIENCE	24
	Provide a list of systems developed, three (3) of which must be for Public Institutions with:	
	- Name of contact persons and telephone numbers	
	- Name of organization	
	- Contract description/scope, amount of the contract awarded	
	The Contracts implemented/awarded must be of similar services with similar functionalities:	
	- 3-sites: 15 marks	15
	- 2-sites: 10 marks	
	- 1-site: 5 marks	
	- 0-sites: 0 marks	

No	Technical Criteria Description for LOT 1	Max. Score
	NB: Reference checks through site/system visits will be carried out and references must be contactable. Non-adherence to this will nullify the reference.	
	Provide/Attach the Contract/LSO/LPO/letters of award for each Institution listed above:	9
	- 3-sites: 9 marks	
	- 2-sites: 6 marks	
	- 1-site: 3 marks	
	- 0-sites: 0 marks	
TR 2	KEY STAFF QUALIFICATIONS AND EXPERIENCE	37
	PROJECT MANAGER (1)	8
	- University degree (preferably in Computer Science/IT or Business-related field with IT certification)	
	- 10 years' experience in Project Management and Implementation or Process Consulting	
	- Professional qualification in Project Management (e.g., PMP or Prince2 Certified)	
	- Experience in implementing at least five (5) Information Management Systems	
	Attach CV, professional, and academic certificates	
	TECHNICAL CONSULTANT - WEB DEVELOPER (2)	5
	- Bachelor's degree in Computer Science/Software Engineering or related field	
	- 5 years' experience in programming, web design, development, implementation, and integration	
	- Certification in Web Development	
	Attach CV, professional, and academic certificates	
	TECHNICAL CONSULTANT - DATABASE EXPERT (1)	5
	- Bachelor's degree in Computer Science/IT or relevant field	
	- Certification in Database Management Systems (MSSQL)	
	- 5 years' experience in system development and security	
	Attach CV, professional, and academic certificates	
	TECHNICAL CONSULTANT - SOFTWARE DEVELOPER (2)	5
	- Bachelor's degree in Computer Science/Software Engineering or related field	

No	Technical Criteria Description for LOT 1	Max. Score
	- 5 years' experience in programming, system design, and development	
	- Experience implementing three (3) systems (one must be ERP)	
	Attach CV, professional, and academic certificates	
	CIVIL ENGINEER CONSULTANTS (1)	5
	- University Degree in Civil Engineering, registered with Engineers Board of Kenya	
	- Experience implementing at least two (2) Project Management Systems	
	Attach CV, professional, and academic certificates	
	GIS EXPERT CONSULTANTS (1)	4
	- Bachelor's degree in GIS-related studies	
	- Proven work experience in GIS	
	Attach CV, professional, and academic certificates	
TR 3	SYSTEM INTEGRATION	5
	- Customer Web Portals using API services	
	- ArcGIS APIs and SDKs	
	- Microsoft Dynamics 365 Business Central (added advantage)	
TR 4	APPROACH, METHODOLOGY & WORKPLAN	39
	Technical Approach and Methodology	10
	- Description of proposed technical methodology, strategy, and techniques	
	- Understanding of assignment objectives	
	Implementation Work Plan	7
	- Proposed timelines for project milestones	
	Quality Assurance	6
	- Testing strategy and risk management	
	Training and Documentation	6
	- Training strategy and manual development	
	Deployment & Change Management Plan	6
	- Change management strategy, approach, and tools	
	Maintenance and Support Plan	4
	- Explanation of patching, user support, and issue tracking	

No	Technical Criteria Description for LOT 1	Max. Score
TOTAL		100

- All submitted Documents may be verified from the issuing agencies, KURA Reserves the right to verify all submitted documents.
- Bidder Must Meet a Minimum Technical score of **80%** to proceed to Financial Evaluation

LOT 2 Technical Criteria

No	Technical Criteria Description for LOT 2	Max. Score
TR 1	FIRM EXPERIENCE	24
	Provide a list of organizations where similar hardware systems have been supplied, deployed, and commissioned. Three (3) must be Public Organizations with:	
	- Name of contact persons and telephone numbers	
	- Name of organization	
	- Contract description/scope and awarded amount	
	The contracts must be of similar services with similar functionalities:	
	- 3-sites: 15 marks	15
	- 2-sites: 10 marks	
	- 1-site: 5 marks	
	- 0-sites: 0 marks	
	NB: Reference checks through site/system visits will be carried out. References must be contactable.	
	Provide/Attach the Contract/LSO/LPO/letters of award for each institution listed above:	9
	- 3-sites: 9 marks	
	- 2-sites: 6 marks	
	- 1-site: 3 marks	
	- 0-sites: 0 marks	
TR 2	KEY STAFF QUALIFICATIONS AND EXPERIENCE	23
	PROJECT MANAGER (1)	8
	- University degree (preferably in Computer Science/IT or Business-related field with IT certification)	
	- 10 years' experience in Project Management	

No	Technical Criteria Description for LOT 2	Max. Score
	- Professional qualification in Project Management (e.g., PMP or Prince2 Certified)	
	- 5 years' experience in data center systems integration and backup/storage systems	
	Attach CV, professional, and academic certificates	
	TECHNICAL CAPABILITY – SERVER & VIRTUALIZATION SKILLS	5
	- Bachelor's degree in Computer Science or IT	
	- 5 years' experience in Server Configurations and Virtualization	
	- Certification in VMware VCP	
	- Provide contacts to 5 organizations where virtualization was carried out (3 must be public organizations)	
	Attach CV, professional, and academic certificates	
	TECHNICAL CONSULTANT – SHARED STORAGE	5
	- Bachelor's degree in Computer Science/IT	
	- 5 years' experience in shared storage solutions and data security	
	- Certification in shared storage implementation or storage administration	
	- Provide contacts to 5 organizations where shared storage/backup solutions were implemented (3 must be public organizations)	
	TECHNICAL CONSULTANT – DATA BACKUP & REPLICATION SOLUTIONS	5
	- Bachelor's degree in Computer Science/IT	
	- 5 years' experience in data backup solutions implementation	
	- Certification in Veeam VMCE & Advanced Administration	
	- Provide contacts to 5 organizations where backup solutions were implemented (3 must be public organizations)	
TR 3	DATA CENTER INFRASTRUCTURE CONFIGURATION SKILLS	25
	The Bidder must submit evidence of successful configuration of:	
	- VMware-based virtualization	
	- NetApp NAS Appliance	
	- Unified Storage	
	The bidder should highlight how the supplied hardware will be configured into the existing environment, including necessary re-configurations	10
	ICTA Accreditation	6

No	Technical Criteria Description for LOT 2	Max. Score
	- Attach valid ICT Authority certification: ICTA 3 for Data Center and Information Security (certified by the commissioner for oaths)	
	Manufacturer Authorization (MAF)	10
	- Vendor partnerships (above 4 years: 5 marks, else 3 marks)	
	- MAF forms for VMware, Server Vendor, NetApp, and Veeam	
	- MAF forms must be addressed to KURA, approved, and signed within 30 days	
TR 4	PROJECT IMPLEMENTATION	22
	The bidder must attach a Gantt chart and detailed implementation plan containing:	
	- Gantt Chart	10
	- Detailed activities and milestones	
	- Timelines	
	- Required resources	
	Quality Assurance	5
	- Testing strategy, risk management plan	
	Training and Documentation	5
	- Training strategy	
	- Training manual/documentation on functional and technical areas	
	Maintenance and Support Plan	2
	- Proactive support and maintenance after commissioning	
TOTAL		100

- All submitted Documents may be verified from the issuing agencies, KURA Reserves the right to verify all submitted documents.
- Bidder Must Meet a Minimum Technical score of **80%** to proceed to Financial Evaluation

3. FINANCIAL EVALUATION

TECHNICAL EVALUATION CRITERIA

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

- Preliminary evaluation in stage 1
- Detailed technical evaluation in stage 2
- 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

S/no.	Description of criteria	Complied YES/NO	Reference Number/Remarks
	(Mandatory documents: Failure to which leads to automatic disqualification)		
1	Whether the bidder has serially numbered all the pages in your tender submission proposal from the 1 st page to the last page		
2	Whether the bidder has submitted a tender security of Lot1: Kshs. 200,000.00 and Lot 2: Ksh 200,000.00 .valid for 90 days from the date of tender opening.		
3	Whether the bidder has submitted a signed declaration statement not to engage in corruption and fraudulent practice		
4	Whether the bidder has submitted a signed declaration statement that your company is not debarred from participating in procurement proceedings		
5	Whether the bidder has submitted a copy of the company's certificate of incorporation/Registration. Companies that have changed particulars must submit the original copy of the certificate of incorporation and a copy of the certificate of change of particulars.		

S/no.	Description of criteria	Complied YES/NO	Reference Number/Remarks
6	Whether the bidder has submitted a copy of the company's valid business permit		
7	Whether the bidder has submitted a copy of your company's valid Tax Compliance Certificate		
8	Whether the bidder has submitted your company's manufacturer authorization for the proposed solution.		
9	Whether the bidder has submitted your company's latest 3-year certified audited financial statements.		
10	Whether the bidder has filled each of the rows of the bidder's proposal/statements column of the bidders technical response document table (D) of the tender document stating in detail how the proposed solution meets KURA's specific requirements and submitted the filled form/document with your tender.		
11	Mandatory Certifications and Skills (Minimum six different persons) i.) Project Manager (1) ii.) Technical Consultant - Web Developer (2) iii.) Technical Consultant - Database Expert (1) iv.) Technical Consultant - Software Developer (2) v.) Civil Engineer Consultants (1) vi.) GIS Expert Consultants (1)		
13	Submitted any comments or suggestions on the Terms of Reference , a list of services and facilities to be provided by the Client		
14	Submit a detailed description of the methodology and work plan for performing the assignment		
15	Submitted team composition and task assignments: -The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing		

S/no.	Description of criteria	Complied YES/NO	Reference Number/Remarks
16	Time schedule for professional personnel: - Submitted estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member		
17	Submitted activity and work schedule		
18	Whether you have filled each of the rows of the bidder's proposal/statements column of the bidder's technical response document with valid and sound comments		
19	Demonstrate Ten (10) Years experience in Project Management and Implementation or Process Consulting.		
20	Whether the bidder has Professional qualification in project management e.g., Project Management Professional (PMP) or Prince2 Certified (This is a mandatory requirement.) Experience in implementing at least five (5) Information management Systems. Knowledge in M&E and QA will be an added advantage		
AT THIS STAGE THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE.THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.			

As per section 86 (2) of the Public Procurement and Asset Disposal Act 2015, Citizen consultants or those entities in which Kenya citizens own at least 51% shares, shall be entitled to 20% of their total score in the evaluation, provided the entities or consultant have attained the minimum technical score.

FINANCIAL EVALUATION CRITERIA

The firm providing the lowest bid price per Lot after meeting all the requirements (Both Technical and Preliminary) shall be recommended for the award.

NOTE: PRICES QUOTED SHOULD BE INCLUSIVE OF ALL TAXES AND 0.03% PUBLIC PROCUREMENT CAPACITY BUILDING LEVY (EXCLUSIVE OF ALL TAXES).

Upon completion of the technical evaluation, the evaluation committee shall conduct a financial evaluation and comparison to determine the evaluated price of each tender.

The evaluated price for each bid shall be determined by _____

- a) Taking the bid price in the tender form
- b) Taking into account any minor deviation from the requirements accepted by a procuring entity.
- c) Where applicable, converting all tenders to the same currency using the Central Bank of Kenya exchange rate prevailing at the tender opening date.

Note: Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive.

COMBINED TECHNICAL AND FINANCIAL EVALUATION

If the process was Quality Cost-Based Selection (QCBS), the combined formula in the RFP. The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all proposals is calculated as follows

$Sf = 100 \times Fm/F$ in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

The weights given to the Technical (T) and Financial (P) Proposals are;

T = _____ [Insert weight between 0.70 and 0.80] and

P = _____ [Insert weight between 0.20 and 0.30]

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the Technical Proposal; P = the weight to the Financial Proposal; T + P = 1) as following:

$$S = S_t \times T\% + S_f \times P\%$$

Ranking of Tenders

Tenders shall be ranked according to their evaluated scores and the successful tender shall be the responsive proposal with the highest score.

Award of tender

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.

Competitive negotiations as prescribed in the Public Procurement and Asset Disposal Act 2015 shall be conducted:

1. Where firms shall tie in the highest combined technical and financial score,
2. With tenderers whose evaluated price are <25% above the available bid.

3. 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**

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.

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.

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.

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

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.

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.

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.

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

(h) Payment

Payments shall be made upon sign offs on specific milestones by the users and inspection done by the Project implementation team. The milestones are specified below:

No.	Major Activity/Milestone	Deliverable	% Payment of the total project cost
1	Supply and configuration of necessary ICT hardware appliances	<ul style="list-style-type: none"> • Supply of required hardware • Configure the hardware • Integrate hardware into the existing data center environment 	10%
2	Project preparation phase	<ul style="list-style-type: none"> • Project Charter • Inception report • Signed contract • Solution delivery team mobilized and signed off • Agreed and finalized project plan 	5%
3	Design	<ul style="list-style-type: none"> • Core team training completion report • Process Design Documents (PDDs) for to-be process descriptions • Functional Design Documents (FDDs) for Gaps (Customizations) • Functional Design Documents (FDDs) for Requirements identified as Gaps in Standard Solution • Functional Design Documents (FDDs) for Integration and Interface Requirements • Technical Design Documents (TDDs) • Solution Design Document (SDD) • End user impact assessment • Quality assurance strategy • Landscape setup/ IT Architecture 	15%
4	Development	<ul style="list-style-type: none"> • Development/Test Environment setup • Final Business Process Models • Final System Configuration • Final Custom Code Development • Solution Testing (Process and Integration) reports and sign-off • User Acceptance Test reports and sign-off • System quality assurance undertaking • Quality audit acceptance and report • Final Production Environment Specification • Final Integration and Interface Code Development • Master data structures 	30%

5	Deployment	<ul style="list-style-type: none"> • End user training plan/Schedule • Training Guides/Documentation • End user training completion report • System, user and other manuals • Final System Readiness & Go Live • Production Environment setup • System License delivery/activation 	20%
6	Operation	<ul style="list-style-type: none"> • Project Closure Report • Final Delivery of all Project Deliverables to KURA • Documented Lessons Learned 	10%
7	Operations and managed services	<ul style="list-style-type: none"> • Performance Evaluation report • SLA report • Action taken report • Transition plan 	10% to be retained and paid at the end of the warranty period

(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. SECTION IV: SPECIAL 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.

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

GC 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 system, support and maintenance.
3.7.3 Non-Performance penalty	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. Non-performance shall also include: a) Failure by the Consultant to adhere to the set implementation /deployment timelines b) Failure by the vendor to offer services/uptime as stipulated in the attached sample SLA during bidding.

GC OF CONTRACTS REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.8 P a y m e n t Terms & Conditions	<p>Payment shall be made by KURA upon successful completion of the contracted services as set out in the Terms of Reference.</p> <p>Subscription payments shall be done quartetly in equal instalments</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>
3.9 Prices	There shall be no price adjustment for the duration of the Contract
3.10.1 Sub-Contract	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.
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</p> <p>(i) The Consultant frequently fails to provide services of acceptable standards set by KURA in the performance of this Agreement and</p> <p>(ii) The Consultant fails to perform any other obligation under this Agreement.</p> <p>b) By Agreement</p> <p>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;</p> <p>On termination of this Agreement, regardless of the cause, 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</p> <p>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</p> <p>Either party may at any time terminate the contract by giving written notice to the other party in case of bankruptcy.</p>

GC OF CONTRACTS REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.14 Resolution of Disputes	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.
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. SECTION V TERMS OF REFERENCE

5.1 Lot1 Terms of Reference

5.1.1 Introduction

Kenya Urban Roads Authority is a state corporation that was created in vide the Roads Act of 2007 and its mandate is to Construct, manage and rehabilitate Urban Trunk Roads. This mandate is a complex undertaking whose success hinges on effective planning, monitoring, evaluation, quality assurance and reporting.

The Government of Kenya has been working towards attainment of vision 2030 by introducing various programmes aimed at building a strong foundation upon which Kenya's economic transformation can be realized.

The Government has come up with the Bottoms up Economic Agenda (BETA) whose broader objectives amongst others, includes the development of a digital highway to spur economic growth.

With this in mind, effective planning, monitoring, evaluation, quality assurance and reporting will be most efficient with use of an integrated electronic system. The system would allow collection of comprehensive, real-time and accurate data that allows for excellent monitoring and evaluation and consequently informed decision making.

There is therefore a need for the Authority to develop an electronic Integrated Planning, Monitoring and Evaluation and Quality Assurance system. The KURA board has approved/assigned the development of this system.

In order to implement the above assignment, the Kenya Urban Roads Authority (KURA) wishes to engage a qualified firm (Consultant) to develop an Intergraded Planning, Monitoring & Evaluation and Quality Assurance Management System

These Terms of Reference are aimed at giving potential developers the basic user requirements of the desired system. This in order to enable them prepare bids and subsequently allow the selected to undertake the consultancy assignment to the satisfaction of the Authority and other stakeholders.

5.2 Objectives of the Assignment

5.2.1 The overall Objectives of the assignment

The general objective of the assignment is to design, develop, install, and maintain an Integrated Planning, Monitoring, Evaluation, Quality Assurance, and Reporting System. This system will facilitate the capture, collation, and analysis of data for tracking KURA work plans, projects, programs, Strategic Plans, policies and other relevant outcomes, while also generating comprehensive reports.

The specific objectives of the Assignment

This overall objective shall be achieved by undertaking activities including identifying gaps in the existing processes of roads projects implementation within the Authority and inculcate good practice where necessary to improve project performance.

The specific objectives include the following: -

- a) To design, develop, implement and maintain an Integrated Planning, Monitoring, Evaluation, Quality assurance system and the required licenses.
- b) To design, implement and maintain a database management system that will address the automation.
- c) Improve efficiency and minimize costs by providing flexible, integrated systems that eliminate the need for redundant data entry for effective operational Control.
- d) Establishing robust data management systems that includes data storage, cleaning, validation, and backup processes.
- e) Enhance the ability to support management decision-making based upon access to accurate and timely information and reports from the system and database system business intelligence reports.
- f) Automate data collection, analysis, reporting, evaluation and feedback through a single platform based on up-to-date technology.
- g) Develop user-friendly and contextually appropriate data collection tools, such as mobile data collection apps and online-based forms, to facilitate efficient and accurate data in the field.
- h) Standardized Data Elements: Sets of standardized data elements and formats to ensure consistency in data collection across different locations and time periods. To allow for easier data aggregation and analysis, promoting comparability and generating reliable insights.
- i) Develop data analysis and visualization tools that can handle the specific types of data collected. This include geographic information systems (GIS) and interactive dashboards.
- j) Provide comprehensive training on system usage. Emphasize the importance of data quality, accuracy, and confidentiality.
- k) To build capacity and transfer knowledge to identified staff on the use administration and maintenance of the system
- l) Test the system by allowing users to work with the modified module/component until it achieves the desired and agreeable results.
- m) Assess and address infrastructure challenges related to connectivity, and hardware availability. If internet access is limited, explore offline data collection and synchronization options.
- n) It is envisaged that the system will be available to internal users at Headquarters, users at the Regional Offices around the country while customers and stakeholders will access part of the system through a web portal.
- o) The project should be completed within thirteen (13) months after project contracting.
- p) The Consultant will be required to provide post implementation support and maintenance services for one (1) year, the cost of which should be included in the contract sum.

5.3 Scope of Works

The scope of the Consultancy Services shall cover the following.

5.3.1 General Scope

a) Comprehensive Review and Gap Analysis

The Consultant will conduct a thorough review of the current electronic system set up in KURA relating to the current task and requirements documents, identify any gaps, and re-engineer processes with the aim of improving the overall performance and functionality of the system.

b) Installation of Required Software and Systems

The Consultant will be responsible for the installation of all virtual machines, operating systems, databases, and any related software components.

c) Implementation, Training, and Transition Support

The Consultant will provide the necessary resources to install, implement, and train users on the software solution and the related database. Sufficient personnel will be assigned to ensure an effective, efficient, and smooth transition with minimal disruption to ongoing operations.

d) Development of a Web-Based portals

The Consultant will develop and install a scalable, web-based portals to meet all user requirements while ensuring capacity for future expansion.

e) Full Implementation of Solution Modules

The Consultant will ensure that all modules of the solution are fully implemented, operational, and compliant with KURA's standards and qualifications.

f) Software Integration

The Consultant will ensure that all planned integrations and provision for integration between the solution and other software systems are fully functional and optimized.

g) Intelligence and Analytics

The solution will include custom reporting services enabled through Business Intelligence and Analytics to meet KURA's requirements for advanced insights and decision-making.

h) User and IT Team Training

The Consultant will ensure that KURA's internal IT team and end users are proficient in their applicable modules. Training sessions will be tailored to the specific needs of the organization.

Develop an e-training manual for the electronic system

i) Documentation Development

The Consultant will develop comprehensive documentation covering system administration, configuration, and processes for future reference and use.

j) Ongoing Service and Support

The Consultant will provide ongoing support throughout the agreement's duration, including but not limited to:

- Integration of new software with the ERP solution
- Additional training as requested by KURA
- Debugging the system.

k) Handover and Commissioning

The Consultant will commission and hand over the fully operational system, including the source code and copyrights (where applicable), to KURA.

The proposed solution should be able to conform to the following minimum functionalities in each thematic area.

1. Monitoring and Evaluation (M&E) module
2. Quality Assurance module
The consultant is expected to develop a quality assurance tool that covers:
 - i. Contract management module
 - ii. Quality Control module
 - iii. Environmental, Health and Safety Monitoring module
 - iv. Policy management and significant Recommendations Monitoring module
3. Intelligence and Analytics (Custom reporting services enabled through Business Intelligence and Analytic)

5.4 Deliverables

The following is a summary of the key activities and deliverables that shall be provided under this project scope.

5.4.1 Business Process and Gap Analysis

The consultant shall detail how, at the beginning of the assignment, they will assess the procuring entity's operational environment with regards to the user and functional specifications as detailed herein; including the approach to be applied to gap analysis, and standard ways of gap fixing.

An assessment review report shall be availed to the procuring entity upon conclusion of this step. Any gaps and their impact as well as how to address them shall be discussed with the procuring entity.

The assessment review report will include (but not limited to): -

- a) Any identified conflicts the proposed solution may have with the organization structure and procedures, with proposals of how to resolve these.
- b) Suggested changes in processes and steps to bring in these changes, including best practices

5.4.2 Environment Provisioning

This task shall involve the provisioning of the environments that will be necessary to run the proposed solution on premise. At a minimum, provisioning shall include the following environments:

- Production
- Sandbox

The consultant will be responsible for the installation of all virtual machines, Operating system, application software, database and any related software components. This task shall also include Setting up High availability (HA) and Disaster Recovery (DR) procedures.

5.4.3 Setup and Configuration

Setup and configuration of the system shall include any required base setup to provide a functional system along with other setup and configuration to support the functions and features currently being utilized in Dynamics 365 Business Central.

Setup and configuration documentation shall be created documenting the new configuration and the configuration of new modules within the system. This information shall be documented in the Solution Design Document.

5.4.4 Customizations

The consultant shall state how they will ensure that the user and functional requirements are adequately covered in the design of the solution, including how gaps will be addressed, to ensure delivery of a comprehensive solution that meets or exceeds the project objectives.

The design information shall include how the system will operate, in terms of the hardware, software, and network infrastructure; the user interface, forms, and reports that will be used; and the specific applications, databases, and files that will be needed; including but not limited to the following: ~

- a) Architecture Design: Description of the hardware, software, and network infrastructure that will be used.
- b) Database and File Specifications: Definition of what and where the data will be stored.
- c) Program Design: Definition of applications to be deployed including customization, and third-party interfaces.

The list of existing customizations in Dynamics 365 Business Central environment shall be reviewed by KURA and the consultant and agreed upon prior to the beginning of the project.

5.4.5 Integrations Upgrade

The consultant shall state any integration with external systems that are necessary for successful operation of the solution, clearly listing them and explaining how the integration will be achieved.

The consultant shall be responsible for Unit test report, integration test report, full load, stress test report & System, user and other manuals.

The system should be robust and scalable to other modules and other 3rd Party enterprises. Ensure full integration to 3rd party business applications by building appropriate connections for all critical interfaces with the new system.

5.4.6 System generated reports

There are several forms and reports that will be required to be created in the proposed solution. These forms will need to be created as part of the scope of this project. The consultant shall present a proforma design for each of these forms. KURA's project team

shall review and have final approval for all form re-implementations or new implementations.

5.4.7 Testing

The following testing is required for this project:

a. Unit Testing

The consultant shall establish a Test Tracker that identifies all items to be tested along with a process for coordination and management of unit testing between the consultant team and KURA's project team. Unit testing shall occur during the first pass setup and configuration. Unit testing shall also occur for any new functionality implemented or any existing functionality that is re-implemented. Initial unit testing shall be completed by the consultant to validate the operation of the system or system component. The consultant shall then transition items to KURA's project team. KURA's project team will then complete the necessary unit testing on the system, system components and modules, new functions, or functionality that is re-implemented.

KURA's Project Manager will coordinate testing with KURA's QA & M&E teams (KURA's core team) and will have final approval of items tested by the consultant in the Test Tracker.

b. Conference Room Pilot

The consultant shall plan and coordinate Conference Room Pilot (CRP) as part of the project. The purpose of this testing phase is to provide KURA's core project team with an opportunity to complete scenario-based testing which will involve one or more test cases for each scenario. KURA's project team and QA & M&E teams will be responsible for defining the test scenarios for this testing and completion of the testing. The consultant will be responsible for demonstration of new functionality or re-implemented functionality and shall be responsible for identifying specific test cases or scenarios which address new functionality or re-implemented functionality.

The consultant shall provide a fully configured environment to support CRP as follows:

- System setup and configured with items completed as specified in the functional requirements by module section
- Customization completed
- Integration completed
- Report design completed

The consultant shall work onsite with KURA's project team and QA & M&E teams to support CRP.

c. End-to-End System Testing

After the final upgrade iteration for mock go live, the consultant shall do end-to-end system testing that will include regression and integration testing of the system to make sure that configured system, interfaces, customizations and reports are all working or as specified in the Solution Design Document or other Functional Specification documents.

d. User Acceptance Testing (UAT)

Once system testing is completed, the consultant will prepare the UAT environment complete as follows:

- System setup and configured with items completed as specified in the functional requirements by module section
- Customization completed
- Integration completed
- Report design and implementation completed

KURA's core team and key users will use the test scenarios / scripts created by KURA's team to complete final user acceptance testing. The consultant shall assist with any issues reported and will be responsible for resolving these issues in a timely manner in preparation for Go Live.

5.4.8 Training

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

As part of the implementation process the consultant will train KURA personnel to gain significant expertise in both the technology used by the application as well as the inner workings and Back-end of the application itself. It is our requirement that comprehensive training will be conducted for super users, administrators, developers and end users. Consultant must also include a comprehensive training program for each module

- The successful consultant of the solution will be required to provide training as an essential part of the contract. The consultant will conduct training using the most efficient and effective techniques and use qualified personnel.
- The consultant shall prepare a comprehensive training program to be approved by KURA along with a quick reference guide that will be utilized to guide the training which can then also be utilized as a reference by KURA's team
- Training for end users will be off-site and scheduled according to the user roles.
- The consultant should include the training program and cost in detail for the training requirements and means to assess its adequacy.
- Training manuals in both soft and hard copies should be provided.
- The consultant shall be responsible for end user training completion report

5.4.9 Go Live and Post Go Live Support

Go-live preparation and cutover to the upgraded system shall be a highly controlled process. The consultant shall provide the following as part of Go Live preparation, support, and Post Go Live Support.

- The consultant shall prepare the production environment to support Go Live. This preparation shall result in an environment that is ready to support full system operations supporting all system functionality within scope, customizations, reports, and security.

- The consultant and KURA's core team shall conduct a pre-Go Live check exercise to walk through the Go Live operations and to assess the overall readiness for a Go Live event.
- The consultant shall provide and be available for post Go Live support for a period defined on the SLA after Go Live.
- The consultant shall provide an option for the transition into managed services support after Go Live.
- This proposal should include a proposed response time matrix identify issue severity and response time.
- This section should also address how the consultant would plan for and address risks and mitigation strategies
- Annual Technical Support (ATS) for Application Software and Users
- Warranty for the System and Database system supplied
- Additional Customization, add-ons setup and upgrade rollout
- Supply of additional Licenses for Packaged Solution Modules

5.4.10 Project Management

The consultant shall work with KURA's core team to establish a framework for effective management of this project (Task). At a minimum, the consultant shall be responsible for providing the following:

- a) Proposed Implementation Schedule and Project Plan
- b) The consultant shall participate in bi-weekly project status meetings and will provide input on the status of project tasks from the project plan.
- c) Periodic progress reports, summarizing:
 - i. Results accomplished during the prior period;
 - ii. Cumulative deviations to date from schedule of progress milestones as specified in the Agreed and Finalized Project Plan;
 - iii. Corrective actions to be taken to return to planned schedule of progress; proposed revisions to planned schedule;
 - iv. Other issues and outstanding problems; proposed actions to be taken;
 - v. Resources that the Consultant expects to be provided by the Purchaser and/or actions to be taken by the Purchaser in the next reporting period;
 - vi. Other issues or potential problems the Consultant foresees that could impact on project progress and/or effectiveness.
- d) The consultant shall participate in monthly project steering committee meetings and shall provide content as requested for these meetings.
- e) The consultant shall be responsible for task planning and management for all consultant resources.
- f) Inspection and quality management reports
- g) Monthly log of service calls and problem resolutions

5.5 Methodology

The consultant shall define a proven project implementation methodology that will be utilized to ensure the successful implementation of this solution. This should be framed in terms of the various stages associated with the implementation. It should adhere to the

globally accepted best practices of system implementation and should cover the following broad phases or work elements.

- i. ICT Infrastructure setup
- ii. Project Preparation.
- iii. System Study/Business Process Design. /Scoping
- iv. System design/Realization/configuration/customization/development. Integration
- v. Setup and configuration
- vi. Testing and Acceptance.
- vii. User and Technical training.
- viii. User adoption and support.
- ix. Change management
- x. Post implementation support

In addition, the consultant should identify the tools utilized for maintaining the project schedule and required resources. The content of this section shall be sufficient enough to provide KURA with a comfort level that the consultant has a well-defined, proven strategy for implementing projects of this scope and nature.

5.6 Technology

The consultant must define the technology platform(s) to be used to fully deliver their proposed solution. This should include:

- The proposed System, Module components of the system
- The application development environment.
- The database System proposed (latest version).
- Operating system supported.
- Software requirements for client computers
- Network environment(s) supported.
- Hardware requirements proposed

5.7 Warranty

- Warranty will be for a period of twelve (12) Months after go-live. Support during this period is expected to be on site. Software issues/bugs/support calls will be raised in formats to be defined as part of project mobilization
- Documentation or a clear statement of undertaking, committing the consultant to provide the warranty, must be included in the proposal.
- Consultants must include a sample Warranty Agreement that describes the warranty terms and conditions. During warranty period, the Consultant will be required to work after hours to fix problems that would negatively impact normal operations of the Authority.
- The consultant warrants, for the duration of the warranty period commencing from the date of acceptance of each product, that all systems supplied under this contract shall have no defect arising from design or workmanship.
- During the warranty period, the consultant will make available at no additional cost to KURA all product and documentation updates and new software version releases

within 30 days of their availability in Kenya, and no later than 12 months after they are released in the country of origin of the product.

- The consultant hereby represents and warrants that the software as delivered does not and will not infringe any intellectual property rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other transfers of intellectual property rights. The warranties set forth in the contract, and for KURA exclusively to own or exercise all intellectual property rights as provided in the contract. Without limitation, the Consultant shall secure all necessary written agreements, consents and transfers of rights from its employees and other persons or entities whose services are used for development of the software.

5.8 Implementation Schedule

As per the needs, requirements, scope and work plan developed and agreed upon by the consultant and KURA to run within the implementation period.

6. SECTION VI - PRODUCT SPECIFICATIONS AND REQUIREMENTS

6.1 Lot 1: Provision Of Development of Intergrated Planning, Monitoring & Evaluation and Quality Assuarance Management System

6.1.1 Monitoring and Evaluation module requirements

Insert the applicable choice in the right column (Compliance) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported.			
ITEM	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
PLANNING			
Develop a centralized system for storing and accessing strategic plans, policies, annual work plans, and associated resources.	Mandatory		
Develop a system for tracking implementation of various recommendation	Mandatory		
Develop a system with relevant work flows	Mandatory		
Provide a platform for real-time collaboration and updates.	Mandatory		
Enable the system to link goals, outcomes, objectives/outputs activities, resources and or with specific projects, ensuring traceability.	Mandatory		
Ensure scalability to add new strategic plans and policies without affecting the existing structure	Mandatory		
IMPLEMENTATION			
Incorporate dashboards for real-time monitoring of strategic plans, work plans, recommendations and resource utilization with relevant agreed colour codes	Mandatory		
Use data visualization tools (Power BI) for clear insights into project/program progress.	Mandatory		
Develop an interactive platform to manage project and non-project issues, enabling tagging, priority setting, and status tracking.	Mandatory		
Allow integration with communication tools like MS Teams for team collaboration.	Mandatory		
Enable automatic notifications and reminders for unresolved or pending issues.	Mandatory		
POST IMPLEMENTATION			
Create digital questionnaires accessible via web and mobile applications, with offline data collection capabilities.	Mandatory		

Use automated tools to validate data input in real time, reducing errors.	Mandatory		
Integrate machine learning models for trend analysis and predictive insights.	Mandatory		
Include visual data representation tools for identifying patterns and anomalies.	Mandatory		
REPORTING			
Design the system to automatically generate various types of reports: <ul style="list-style-type: none"> Strategic Plan Implementation Reports (including goals, impacts, outcomes, outputs/objectives). Project Reports (monthly, quarterly, annual). 	Mandatory		
Enable customizable report templates for different stakeholders.	Mandatory		
Support multiple graph types (scatter plots, bar graphs, pie charts) with dynamic colour coding for trends and alerts.	Mandatory		
Integrate heat maps and geographic distribution visualizations for project impact analysis	Mandatory		
Implement/integrate a Geographic Information System (GIS) with advanced mapping capabilities to locate project roads and coordinates accurately	Mandatory		
Ability to link images from projects with their GIS locations and display them on GIS tool.	Mandatory		
Provide options to capture and upload images directly from mobile devices, linking them to GIS coordinates.	Mandatory		
Enable overlay of project data on GIS tool, including photos, status updates, and real-time progress tracking.	Mandatory		

6.1.2 Quality Assurance module requirements

Insert the applicable choice in the right column (Compliance) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported.			
ITEM	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
Contract management module			
Integration with contract milestones for compliance monitoring.	Mandatory		
Capture Performance guarantee as per the contract -	Mandatory		

System should be able to issue automated alerts for expiry, renewal guarantees or insurances expiring.	Mandatory		
Advance money guarantee as per the contract -	Mandatory		
Centralized tracking of performance and advance money guarantees as per contract terms.	Mandatory		
Digital repository for storing and managing insurance policies for works/materials, equipment, third-party liability, and work injury benefits.	Mandatory		
Database to track qualifications and certifications of contractor's key site superintending staff, engineers, and their representatives.	Mandatory		
Assign roles and responsibilities with approval workflows.	Mandatory		
Engineer and Engineers representatives including their qualifications	Mandatory		
Mobile-based real-time attendance tracking for on-site staff.	Mandatory		
Resourced program of works - Integration with work scheduling tools like MS Project or Primavera for real-time project tracking.	Mandatory		
Uploadable resourced program of works (PoW) files with real-time progress updates.	Mandatory		
Cash flow projections linked to project milestones for budget management.	Mandatory		
Notifications for delays or deviations from the schedule.	Mandatory		
Digital platform for issuing, tracking, and archiving site instructions.	Mandatory		
Attach designs, drawings, and supporting documents to site instructions.	Mandatory		
Notifications to relevant stakeholders upon issuance of instructions.	Mandatory		
Secure repository for storing pre-construction and during-construction designs, including road geometric, structural, and stormwater drainage designs.	Mandatory		
Version control for tracking design updates and revisions.	Mandatory		
Provide real-time annotation and feedback tools for collaborative design review.	Mandatory		
Ability to process and track change orders, including extensions of time (EoTs) and cost variations.	Mandatory		
Automated linking to project schedules and budgets to assess impact.	Mandatory		
Approval workflows with notifications for key decision points	Mandatory		
Dashboards for real-time updates on project activities, personnel, equipment, material receipts, tests, and issues.	Mandatory		

Integrated weather monitoring and multimedia uploads (photos, videos, maps).	Mandatory		
Track material status, including delivery, testing, and mix tests.	Mandatory		
Customizable report generation (monthly, quarterly, annual) with graphical summaries and trend analysis.	Mandatory		
Digital measurement sheets for work verification and tracking.	Mandatory		
Automated generation of Interim Payment Certificates (IPCs).	Mandatory		
Claims management module to document, track, and resolve disputes.	Mandatory		
Capture Project Completion Inspections and Final Reporting including addressing of defects during defects liability/notification period and Contractors performance evaluation	Mandatory		
Quality Control module			
Project Quality Control Plan Management: Develop a feature to receive, store, and process data related to the project's quality control plan in real time.	Mandatory		
Project Inspection and Test Plans: Create a platform for managing and accessing inspection and test plans, with interactive checklists for real-time use during quality inspections.	Mandatory		
Measuring and Testing Equipment Management: Provide functionality for: <ul style="list-style-type: none"> Tracking inventory of measuring and testing equipment used in the project. Controlling and monitoring calibration schedules and records to ensure compliance. 	Mandatory		
Materials and Manufactured Items Approval: Enable tracking of approvals for materials, manufactured items, and laboratory mixes before their incorporation into works. Integrate these approvals into interactive inspection and testing checklists, non-conformance control platforms, and daily reporting systems.	Mandatory		
Routine Compliance Testing: Facilitate real-time logging and tracking of routine compliance testing of works during implementation.	Mandatory		
Integrate compliance testing data into: <ul style="list-style-type: none"> Inspection and testing checklists and results. 	Mandatory		

<ul style="list-style-type: none"> • Non-conformance control platforms. • Daily reporting systems. 			
Interactive Works Inspection Approvals: Provide tools for managing interactive requisitions for works inspection approvals, allowing real-time updates and tracking.	Mandatory		
Develop a comprehensive system for managing non-conformances, including: <ul style="list-style-type: none"> • Identification of issues. • Notification of relevant stakeholders. • Reporting of non-conformances (e.g., design issues, construction deficiencies, equipment performance problems). • Documentation and control measures for prevention. • A consistent process for tracking and assigning accountability for corrective actions. 	Mandatory		
Trend Analysis of Quality Control Activities: Provide tools for analyzing trends in quality control activities, including identification of recurring issues and patterns for proactive improvements.	Mandatory		
Ensure seamless integration of the quality control module with inspection and testing checklists, non-conformance control systems, and daily reporting platforms.	Mandatory		
Real-Time Updates: Ensure that the module supports real-time data processing and reporting.	Mandatory		
Customizable Reports: Allow generation of detailed, customizable reports on all aspects of quality control activities.	Mandatory		
User-Friendly Interface: Provide an intuitive, easy-to-navigate interface for all users.	Mandatory		
Allow for comments on test results etc	Mandatory		
Environmental, Social, Safety and Health Monitoring module			
Project Environmental, Social, Safety and Health Management and Monitoring Plans			
Data Repository: Create a centralized platform to store, manage, and access the project's ESSH Management and Monitoring Plans.	Mandatory		
Real-Time Updates: Enable real-time tracking of updates or amendments to the plans.	Mandatory		
Integration: Link the ESSH Management and Monitoring Plans with related project activities,	Mandatory		

ensuring alignment with construction schedules, site activities, and compliance measures.			
Monitoring Tools: Include tools to monitor compliance with ESSH protocols and generate periodic reports on adherence.	Mandatory		
Environmental Management and Coordination Act, Cap 387 Compliance			
Regulation Database: Incorporate a database of relevant provisions under the Environmental Management and Coordination Act (EMCA) Cap 387, tailored to the project's scope.	Mandatory		
Compliance Monitoring: Provide tools to track and document compliance with: <ul style="list-style-type: none"> • Environmental and Social Impact Assessments (ESIAs) • Payment of 0.1Percent of the project Cost being Environmental Impact Assessment Processing Fee to National Environment Management Authority (NEMA) • Environmental Impact Assessment Licenses and relevant Permits • Relevant Legislative and Regulatory Frameworks • Development Partners Safeguards and Conditions • 	Mandatory		
Real-Time Notifications: Generate alerts for non-compliance or actions required to maintain compliance.	Mandatory		
Reporting Tools: Enable creation of compliance reports for submission to regulatory authorities.	Mandatory		
Occupational Safety and Health Act, 2007 Compliance			
Safety Protocol Repository: Host a repository for Safety and Health Protocols and Standards mandated under the Occupational Safety and Health Act (OSHA) of 2007.	Mandatory		
Compliance Monitoring: Provide functionalities to track: <ul style="list-style-type: none"> • Registration of the Project as a Workplace with Directorate of Occupational Safety and Health Services (DOSHS) and National Construction Authority (NCA) • Workplace Safety and Health Audits. • Equipment Examination and Calibration • Provision of Sanitary Facilities as per OSHA, 2007 	Mandatory		

<ul style="list-style-type: none"> • Use of Signages and Safety Tapes • Use of Personal Protective Equipment's (PPE) • Safety Toolbox Meetings • Health inspections (working conditions?) • HIV/AIDS Awareness Creation & Prevention Campaigns. 			
Incident Reporting System: Develop an incident tracking and reporting tool to log workplace injuries, near misses, and corrective actions taken.	Mandatory		
Training Tracker: Include tools to record safety training sessions for workers, ensuring all personnel are equipped with necessary safety knowledge.	Mandatory		
Dashboards: Display real-time safety statistics such as incident rates, compliance levels, and areas of concern.	Mandatory		
Emerging Issues Management			
Resettlement Tracker: Develop tools to document and monitor resettlement activities, including: <ul style="list-style-type: none"> • Identification of affected persons. • Affected structures, Displacement and Land Acquisition. • Compensation details. • Monitoring resettlement outcomes and Compensation. 	Mandatory		
Stakeholder Engagement: <ul style="list-style-type: none"> • Provide evidence of invitation of Stakeholders • Provide Minutes of the Stakeholders Meetings • Provide Copies of the completed questionnaire, Interview Schedules used to engage Stakeholders • Preparation of Stakeholders Engagement Plan (SEP) • Provide evidence for tracking consultations and agreements with PAPs. • Evidence of recording Grievances, how they are addressed and feedback of action taken shared with the aggrieved. 	Mandatory		

Are marginalized groups and persons with disabilities among others involved in the stakeholder engagement process?			
Gender Mainstreaming			
Data Management: Track gender-specific metrics, such as: <ul style="list-style-type: none"> • Number of women employed under the project. • Number of men employed under the project. • Have women’s groups/leaders raised gender equality concerns regarding the project, (e.g. during the stakeholder engagement process, grievance processes, public statements, etc)? • Women’s participation in decision-making roles. 	Mandatory		
Compliance Tools: Ensure the project meets gender mainstreaming requirements through dedicated checklists and monitoring tools.	Mandatory		
Mainstreaming of Persons Living with Disabilities (PLWDs)			
Inclusivity Tracker: Provide tools to record and monitor PLWD employment and accommodation metrics, such as: <ul style="list-style-type: none"> • Accessibility provisions on project sites. • Specialized training or equipment provided. • Roles played by PLWD in the Project • Identification of PLWD on site 	Mandatory		
Policy Monitoring: Ensure the project complies with inclusivity regulations and policies for PLWDs.	Mandatory		
Policy management and significant Recommendations Monitoring module			
Develop scalable tools to monitor compliance to various KURA policies.	Mandatory		
Develop tools to track implementation of significant recommendations submitted and accepted to or in a directorate	Mandatory		

6.1.3 Overall System Functional Requirements

Insert the applicable choice in the right column (Compliance) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported.

ITEM	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
Web and Mobile Based capabilities			
The solution should be accessible via the internet on laptops, desktops mobile devices.	Mandatory		
Ensure the system's flexibility to accommodate different tools/equipment such as tablets, mobile phones, cameras, etc.	Mandatory		
Ensure the system's flexibility to serve online and offline data accessibility.	Mandatory		
The system should have the ability to work in an offline mode, and sync all entered data upon connected establishment with the web (internet)	Mandatory		
The System should be client-server based with an easy to use interface	Mandatory		
Solution should be web based with multi browser capability i.e Firefox, chrome, google	Mandatory		
Content authoring tool that will provide standard document templates.			
The system should have authoring features that presents the user with an easy to use interface and maintains specified structure of the document by automatically enforcing agreed rules to ensure the author always creates a document which meets requirements.	Mandatory		
A workflow/process automation tool for disseminating/routing documents			
The system should allow content (data/reports/Strategy) where appropriate to be electronically transmitted for internal review within a department and/or across. E.g. Once the Strategic Plan is ready for circulation, the system should automatically and securely send out an alert to all officers. This must be supported by dynamic workflows i.e. Impact (goal), Outcome (purpose/strategic objective), Output (objectives), Output Indicator, support Activity (programmes/projects) as per relevant processes.	Mandatory		
The system's stored projects are to be picked (from dropdowns by resident engineers office for implementation)	Mandatory		
The system should allow initiating activity/activity implementation request, related approvals and updates (system with work flows including strategic plan/policies development processes etc (activities	Mandatory		

launching and implementation) as per re-engineered processes			
A month to planned date of implementation of an activity, a dash board color should turn yellow. When implemented on time it turns green. If not implemented as per set timelines but implemented it turns blue. When not implemented by end of implementation period it turns red. It should also be possible to generate a report with this color codes (traffic lights) in the case of tracking work plans.	Mandatory		
The system must have integrated modules that support planning, implementation quality assurance, monitoring, evaluation, and reporting activities	Mandatory		
The system should enable users to fill in information via interactive and integrated web-based forms for capturing information that cannot be drawn from linked systems	Mandatory		
The system must support authoring of all reports based on querying parameters thus allowing diverse reports.	Mandatory		
The system must allow appending of comments or data to all documents during the review process. And should indicate user who added the comments. And also allow for uploading of related documents.	Mandatory		
System must be able to qualify and disqualify items to be added in a system based on parameters such as approved date, submitted date, approval/review status of each item	Mandatory		
The system should offer dynamic record linking that allows a hierarchical relationship e.g. A specific outcome targets of a particular department shall be linked to output target and finally work plan activities etc.	Mandatory		
The system should be able to aggregate various achievements to show overall achievements under different categories e.g. outcomes, outputs, department, documents agency level.	Mandatory		
The reviews and approval of the documents must be supported by system workflows that route the documents to the relevant authorities.	Mandatory		
It must be possible to approve, reject, reassign and restart a workflow item and should allow the reassignment of workflow tasks.	Mandatory		
The system must maintain an audit trail of all workflow activities.	Mandatory		
The system workflow engine must be capable of sending out email and SMS notifications and alerts to specified users. The alerts should be reminding of pending tasks and due dates etc.	Mandatory		
The system should have the ability to enable users to detect errors and irregularities in inputs.	Mandatory		

The system should have a notification function to notify assigned users during any process life cycle	Mandatory		
System to send notifications for each Task Owner per step	Mandatory		
The system should have a process progress tracking developed as milestone as per input i.e progress made on an activity	Mandatory		
System should have the flexibility of adding, assigning, deleting user accessibility as necessary	Mandatory		
Authority delegation should be done with a given time interval assigned by the process owner	Mandatory		
The system should have flexibility of user adding and removing fields upon requests	Mandatory		
Dynamic dashboards that show only what is relevant to each user			
Each user should be able to access a personalized dashboard that will consolidate all the right information to be brought to the user's attention without the need of the user navigating to various sections of the system.	Mandatory		
The system must provide dynamic dashboards that ensure only relevant and correct information is exposed to the right system user. E.g. DG, board, public etc.	Mandatory		
Document management features			
Support document indexing.	Mandatory		
Set security access levels that protect documents from unauthorized access or use.	Mandatory		
Set Unique document IDs.	Mandatory		
Ability to view and work with files directly from the document management system	Mandatory		
Maintain major and minor versioning to track changes.	Mandatory		
Support check-in and check-out capabilities.	Mandatory		
Support approval workflows for routing and any documents that require approval	Mandatory		
Custom Alerts to send notifications to specific users when new content is added, existing content is modified or deleted.	Mandatory		
Supports multiple file uploads with drag and drop capabilities	Mandatory		
Define file types that can be uploaded and block specific file types from upload.	Mandatory		
The system must provide document management features that will allow users to store/extract/print documents and records.	Mandatory		
System user administration			
The solution should provide administration module with capabilities to define user roles and profiles in order to grant access privilege to only the authorized	Mandatory		

users. This is to ensure documents are handled with the highest security levels and that only the right people have the right access level to the right information			
The system should be role based, such that users can only perform tasks associated to the role/user group he/she belongs to.	Mandatory		
Maintaining an audit trail log of system access and system usage			
The solution should be able to maintain audit log reports that will help determine who has accessed the system, what the person has accessed and what actions the person has done. The administrators will be able to sort, filter, and analyse this data.	Mandatory		
Ability of the system to log all events in the system and timestamp on them.	Mandatory		
Ability of the system to allow filtering the audit logs e.g. by date, activity, username	Mandatory		
Robust Search capabilities			
The solution should possess a search feature that will enable users to quickly locate information whenever required. Users should be able to search for any content that is stored in the system or linked systems by creating searches based on content properties/metadata.	Mandatory		
The system must support a robust search and retrieval engine.	Mandatory		
The search engine must be able to retrieve only content that the user is allowed access to.	Mandatory		
The search results page must provide a refinement panel from which a user can narrow down search results.	Mandatory		
Calendar			
The system must support management of team schedules by providing a central calendar that can integrate with each officer's calendars and bring all schedules to be viewed from one single calendar. The system must support creation of a centralized calendar that will be used to manage M&E review meetings.	Mandatory		
Security of the solution			
End-to-end password management system	Mandatory		
Encryption of data	Mandatory		
Use of MAC addresses	Mandatory		
Network security/VPNs	Mandatory		
Use of Biometrics	Mandatory		
Database level security	Mandatory		
Audit trail features	Mandatory		
Use of active directories for authentication	Mandatory		
Authenticated before connecting to solution	Mandatory		

System should employ OTP (One-Time Password) based verification for user login	Mandatory		
The system must be capable of reinforcing access control to information based on user and group membership.	Mandatory		
The system must implement standard security and access management features by use of Access Control List.	Mandatory		
The proposed system should be able to support authentication and authorization	Mandatory		
The Proposed system should allow Administrators to create users for purposes of authorizing them Access to content and allocation of Access Control List.	Mandatory		
The system must maintain an Audit Trail for all activities related to accessing and using the system. This must include a log of anyone who has viewed, modified, deleted or added content to the system. It must also include a log of any change in policies or parameters such as adding or removing users.	Mandatory		
The system should have the ability to allow creation of users and assign them to groups.	Mandatory		
The system should allow the definition of a user ID that uniquely identifies a specific user e.g. first name. last name	Mandatory		
The system should have the ability to allow the definition of user passwords with a minimum length, alphanumeric and special characters and password validity period.	Mandatory		
The system menus should not display application module, function and screen options for which the user does not have access.	Mandatory		
The system should have the ability to restrict user access, depending on user login, to certain: modules, functions, screens, read only, read and write	Mandatory		
The system should have the ability to support multi user access in different regions	Mandatory		
Features such as minimum password length, minimum number of numeric characters, forced password changes with optional grace logins; password history management must be implemented.	Mandatory		
Systems shall use password history techniques to maintain a password history of users. The system shall not allow users to re-use passwords repeatedly. The password history file shall be stored in an encrypted form. The history file shall contain the last six (6) passwords of users, and store them in encrypted form.	Mandatory		
The system should incorporate active directory to facilitate single sign on			
System integrity			
System must be flexible to allow administrators to decide which sections of the data entry forms are mandatory and which sections are optional.	Mandatory		

The system should enable users to perform online validation of the forms to only allow approved type of information formats/types	Mandatory		
The solution must maintain data integrity to ensure the validity of the data held in the system thereby reducing the possibility of undetected data corruptions.	Mandatory		
The dynamic online forms must support attaching files such as pictures, word, excel documents etc.	Mandatory		
It must be possible for administrators to determine file types that can be attached and or uploaded to the system.	Mandatory		
The system should allocate unique reference numbers to each record.	Mandatory		
Architectural requirements			
The system should have the ability to support database maintenance tasks without major interference with system operations.	Mandatory		
Modifications to application processing logic should be made with little or no change to the communications and data base environment.	Mandatory		
Transaction processing should be performed in a client/server environment, with real-time database updates.	Mandatory		
The system should have consistent screen layouts, messages, keystroke handling and other elements of the user interface throughout the system and should allow for a window for each department/user.	Mandatory		
The system should have a refresh rate for notification and data update purpose	Mandatory		
The system should allow for uploading approved initial project profiles (pipeline projects/activities approved)	Mandatory		
Reporting capabilities			
The solution should be able to support generation of dynamic reports. The system should have standard and ad hoc report formats with drill down capabilities, and reports in a format relevant for various kinds of reviews according to user defined criteria. It should allow for creation of views.	Mandatory		
The system should allow upload and export of reports into various file formats such as PDF, excel, CSV, XML, Word, JPG, TXT, SSP, XXL etc.	Mandatory		
System should be able to produce tabular reports, graphical representation, dashboards, Key performance indicators and coloured score cards.	Mandatory		
Implementation monitoring feature.			
The solution should be able to track the implementation of all KURA work plans.	Mandatory		
The system must provide online discussion capabilities that users can use to initiate questions, comments within the system.	Mandatory		

Activity management feature must be supported by the system without the need to purchase third party management software	Mandatory		
The system should allow attachment of documents, pictures etc. to a specific activity. The upload functionality must support drag and drop functionality for bulk upload.	Mandatory		
Backup and restore capabilities			
The solution should support real time backup and restore facilities.	Mandatory		
Solution must handle data backups and recovery. Housekeeping functions such as back-ups, recoveries, archiving should be executed with no disruptions to or conflicts with real time processing applications.	Mandatory		
Usability of the solution			
The solution should be user-friendly and intuitive to use.	Mandatory		
The solution must be scalable and dynamic to allow any future operational or strategic changes.	Mandatory		
Closing and re-opening the system shall have a last save point (system save point intervals)	Mandatory		
Proposed technology must be friendly such that modifications/upgrades can be handled with minimum vendor intervention and without compromising the architecture	Mandatory		
The solution must have an online help facility	Mandatory		
Documentation			
Requirements document	Mandatory		
Design document/technical manuals	Mandatory		
Operational manual/users' manuals	Mandatory		
Guidelines for using the electronic system	Mandatory		
Critical Attributes			
Security – It must be next to impossible for unauthorized users to access the system or for data to be lost	Mandatory		
Usability – It must be easy/friendly for users to understand and use the system	Mandatory		
Alignment – The solution must be well aligned to all the procedures and workflows	Mandatory		
Reliability – The solution must be reliable and give the correct/accurate information e.g. only allow activities/projects in the work plan etc	Mandatory		
Availability – The solution must be available all the time and be able to work without failing (99.9%)	Mandatory		
Sustainability – It must be possible to maintain the solution locally over the medium/long term	Mandatory		
Change management – It must be possible to seamlessly orient the users from the current manual processes to using the new solution.	Mandatory		

Comprehensive training – All administrators, technical and TOT	Mandatory		
System Performance			
System reaction time – time taken for logging in to the system or getting connected should be 4 Seconds at most.	Mandatory		
Throughput – the quantity of useful work made by the system per unit time must be commendably high.	Mandatory		
Response time – time the system takes to respond to specific query or service request must be minimal (4 seconds at most)	Mandatory		
Workload – the capacity to handle the required volume of work in a given time frame must be high	Mandatory		
Capacity – the capability of the system to handle a number of simultaneous requests and volume of data it can handle from each of the user must be very large.	Mandatory		
Conduct “Quality Assurance” tests on the system to ensure system functionality (the supplier/service provider is requested to include in the quotation the details of the functional QA, technical QA , as well as specifying if the supplier will set up Automated or manual tests for User Acceptance Test and Unit testing).	Mandatory		
Other requirements			
The consultant must indicate the minimum infrastructure requirements for the solution to run optimally	Mandatory		
The solution must include ALL the necessary software and licenses for it to run optimally (e.g. SMS, mobile, O/S, databases, security etc) Supply and install electronic system with the necessary licenses to cover all implementing, Departments and or officers.	Mandatory		
The consultant must hand over all the rights of usage and copyright to the client	Mandatory		
The solution should have one (1) year warranty with full technical support 24/7 after hand over.	Mandatory		

6.1.4 System Non-Functional Requirements

Insert the applicable choice in the right column (Compliance) for each specification. FS=Fully Supported, PS=Partially Supported, CR=Customized Recommendation, NS=Not Supported.			
REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
Stress Requirements			
The system should be able to support at least 500 simultaneous connections.	Mandatory		
System Architecture and Framework should allow efficient and robust handling of multiple data from over 500 Users.	Mandatory		
The system should be able to provide performance reports as will be defined by KURA where not already stated.	Mandatory		
The electronic system issued integration platform requirements for other systems must be such that it can complete encryption, storage, and transmission of data at minimal interruption.	Mandatory		
The system should have an architecture designed so that future increases in transactional load will not lead to deterioration in performance. Horizontal scaling should be made possible by use of components that can be deployed on as many servers as needed.	Mandatory		
Usability / Training Requirements / Knowledge Transfer			
The system shall be structured in such a way as to be understood by a novice user within one day.	Mandatory		
The solution should provide predictive input/menu-based input functionality where possible to minimize user interaction.	Mandatory		
The System should have common look and feel across modules, e.g., common placements of buttons, boxes, choices, and even messages so that users are not confused. This will shorten the user learning curve.	Mandatory		

System shall assign all inserted names and group them by the set date of the training for futuristic data archiving.	Mandatory		
System shall send a notification to all the listed participants with the time and date of the training.	Mandatory		
The solution must have adequate documentation that describes at minimum, the design, functionality, use, and troubleshooting of the system.	Mandatory		
Volume and Storage Requirements			
The system shall be hosted by the Authority during the development period. Before the production release, the supplier will be requested to provide the Authority with the documentation and technical support to deploy the solution. All templates and deployment processes should be provided by the supplier.	Mandatory		
The system & integration requirements must address optimal storage capability as necessary and implement relevant compression strategy. System must support compression to allow large amounts of data transfers over any network medium for efficiency and economizing (reduce transmitted data loads).	Mandatory		
The system must be able to allow for expanding the disk space.	Mandatory		
The information storage based on electronic system integration requirements should be able to maintain data for at least 5 years with online access to it. Thereafter, the data must be archived for not less than 10 years or as per law and be retrievable.	Mandatory		
Compatibility Requirements			
Should be an N-Tier Web-based system and provide seamless integration with KURA's existing and future systems which utilize relational database management	Mandatory		

systems for storage from which reporting occurs. System should be able to ensure technology convergence in KURA by separating web/application/database layers/security & administration subsystems and providing Application Programming Interface (API).			
XML Capability - The System should be able to exchange XML information with other systems.	Mandatory		
Flexibility – The system modules should have the capability of being enhanced or modified with minimal impact to other interfacing modules.	Mandatory		
The electronic system integration platform requirements should be based on open international standards (non-proprietary).	Mandatory		
The system should be able to recover data and should be able to roll back under special circumstances clearly documented in the user specifications. There must be an audit trail on the rollback facility.	Mandatory		
All Data Items shall be subject to the archiving requirements to be defined by the Authority.	Mandatory		
Error logging - The System will have comprehensive error handling routines. The error description should be logged to aid system administrators in tracing and solving the error.	Mandatory		
The System shall be capable of running 24x7 continuously with minimal downtime (99.87% availability).	Mandatory		
The average response times for interactive transactions should not be more than 2 seconds.	Mandatory		
Security Features			
The solution should support Multi-factor authentication (MFA) schemes (in addition to the digital certificates).	Mandatory		
Each user must be authenticated with a unique user-id / username	Mandatory		

and password on the application. The User IDs/Usernames should be case-sensitive.			
All new user accounts must have a system-generated random password when created. A secure way of communicating the initial password to the user should be utilized, e.g., via an official e-mail account.	Mandatory		
The solution must prompt users to change their passwords the first time they log on to the application.	Mandatory		
The solution should not support automatic logins to guard against brute force attacks. The login page may include a challenge which the user responds to before proceeding with the login.	Mandatory		
The solution must support password expiry features with a configurable frequency. This should be parameterized to allow flexibility in adjusting this value as required.	Mandatory		
The solution must implement the following Password Strength Controls:	Mandatory		
Passwords should have a configurable minimum and maximum length.	Mandatory		
Password must meet a configurable combination of at least two (2) of the following 4 complexity rules:	Mandatory		
- At least 1 Upper case character (A-Z).	Mandatory		
- At least 1 lowercase character (a-z).	Mandatory		
- At least 1 digit (0-9).	Mandatory		
- At least 1 special character (punctuation).	Mandatory		
These password features should be configurable to support future complexity requirements.	Mandatory		
During password change, if the new password doesn't comply with the complexity policy, the error message should describe the complexity rule that the new password does not comply with.	Mandatory		

The solution should implement a secure self-service password recovery mechanism in the event the user forgot their password.	Mandatory		
Any password reset/recovery mechanism option must not reveal whether or not an account is valid, preventing username harvesting.	Mandatory		
The login page and all subsequent authenticated pages must be exclusively accessed over TLS. All active sessions must be encrypted.	Mandatory		
The solution should support expiring of newly created accounts if not used for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required.	Mandatory		
The solution must support a password change notification and a configurable number of grace logins. The password must be changed after a configurable duration. This should be parameterized for flexibility.	Mandatory		
The solution must support password lock out after a configurable number of unsuccessful login attempts. This should be parameterized to allow flexibility in adjusting this value as required.	Mandatory		
The solution should respond with a generic error message during login regardless of whether the user ID or password was incorrect. It should also give no indication of the status of an existing account.	Mandatory		
The solution must expire a user account after the session has been idle for a configurable period of time. This should be parameterized to allow flexibility in adjusting this value as required.	Mandatory		
The solution should support re-authentication for sensitive features, e.g., before updating sensitive account information such as the user's password, user's email, or performing sensitive transactions. The function(s) requiring re-	Mandatory		

authentication should be configurable/determined.			
The solution must not allow the re-use of a past password until a set period of time and a set number of password changes have been made. This should be parameterized to allow flexibility in adjusting this value as required.	Mandatory		
Session Management			
The solution should allow only one session per user operating from a single computer unless a specific business case has been established for allowing multiple sessions per user. The allowing of multiple sessions to users based on business needs should be configurable. Concurrent user logins by a user from multiple computers should not be allowed.	Mandatory		
All relevant session information should be captured and stored in a secure and auditable location.	Mandatory		
The solution should implement secure session IDs, generation of identifiers (IDs or tokens) must meet the following properties:	Mandatory		
Session ID fingerprinting: The name used by the session ID should not be extremely descriptive nor offer unnecessary details about the purpose and meaning of the ID. The default session ID name of the web development framework should be changed to a generic name.	Mandatory		
Session ID length: The session ID must be long enough to prevent brute force attacks, must be at least 128 bits (16 bytes).	Mandatory		
Session ID entropy: The session ID must be unpredictable (random enough) to prevent guessing attacks, a good PRNG (Pseudo Random Number Generator) should be used.	Mandatory		
Expiration Timeout			
Expiration timeouts must be set for every session regardless of the activity. All session should	Mandatory		

implement an idle or inactivity timeout. The duration should be parameterized and configurable.			
The solution must provide a visible and easily accessible logout (logoff, exit, or close session) button that is available on the web application header or menu and reachable from every web application resource and page, so that the user can manually close the session at any time.	Mandatory		
When a session expires, the solution must take active actions to invalidate the session on both sides, client and server. The logs should record the session expiration details.	Mandatory		
When the user logs out of the application the session and corresponding data on the server must be destroyed. This ensures that the session cannot be accidentally revived.	Mandatory		
The solution should also force session logout on web browser close window events.	Mandatory		
The session ID exchange mechanism based on cookies must use multiple security in the form of cookie attributes such as Secure flags, Http Only, Domain Path, Expire, and Max-age attributes.	Mandatory		
In the solution design, backward process flows should clear all authentication fields.	Mandatory		
The solution should implement Role-based Access Control (RBAC) profiles for authorization based on business definitions.	Mandatory		
Roles should be granted permissions based on the principle of least privilege i.e., the solution should support an additive access model.	Mandatory		
Access control must be granular to facilitate adequate separation of duties, e.g., functions should be independently available for allocation to a role.	Mandatory		

There should be separation of duties e.g., data entry, authorization, and final approval.	Mandatory		
Data entry staff should have the minimum access levels required to enter data.	Mandatory		
Authorization staff should have an access level that allows them to authorize but not necessarily change the data that was entered.	Mandatory		
Final approval staff should have the required access level to finalize the process/transaction.	Mandatory		
The solution should not access the database(s) as a privileged or administrative user. The application should always connect as a non-privileged user.	Mandatory		
If the database is accessed through a common application user, that user should not own the objects in the database.	Mandatory		
Credentials should never be stored directly within the application code (hardcoding credentials).	Mandatory		
Credentials should always be encrypted.	Mandatory		
The solution should perform consistent authorization checking routines when navigating on all application pages to ensure that the user accesses what they are explicitly authorized to access by their roles.	Mandatory		
The solution should use the POST method over GET for processing HTTP requests.	Mandatory		
The solution should log all access authorization requests to a secure and auditable location.	Mandatory		
Error messages should be standard and not provide information alluding to the reason for the error allowing an attacker to deduce effective attack methods.	Mandatory		
Logs should not contain password information.	Mandatory		

Copy and paste must not work for data entry when authenticating to the application.	Mandatory		
All input fields must be validated to accept matching data types including case sensitivity where necessary.	Mandatory		
All data entry fields must have input validation mechanisms to prevent cross-site scripting attacks.	Mandatory		
Sensitive information must not be stored in a persistent cookie, or other location on the client computer that does not have enforceable access control mechanisms.	Mandatory		
The solution should not present any sensitive information to unauthenticated users.	Mandatory		
All data exchanges between the solution and other systems should be encrypted by an approved method.	Mandatory		

7. SECTION VII ~ TRAINING, DOCUMENTATION AND SUPPORT

REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
TRAINING			
1. Provide technical training for application support staff (technical support, security administration, development tools and report writer tools).	Mandatory		
2. Provide training for day-to-day system users covering application usage and report writer tools	Mandatory		
3. Provide training for KURA senior management on how to access key reports and query transaction and standing data.	Mandatory		
4. Provide KURA with customised manuals for end-user, senior management and executive training.	Optional		
5. A detailed training schedule shall be provided and it will cover all the operational aspects of the implemented solution.	Mandatory		
DOCUMENTATION			
6. Avail quick reference module specific documentation for day-to-day reference by end users	Mandatory		
7. Ability to provide users with context specific on-line help related to their current location in the application	Mandatory		
<i>Provide the following technical application software documentation:</i>			
8. System documentation - system structure schema, interface specifications, data/object/application descriptions, customizations and any code used that is not inherent in the original application	Mandatory		

REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
9. Operation / Administration - installation and configuration manuals, operator manuals, system / database / performance / security administration manuals, restart and recovery manual, backup and restoration manual, archiving manual	Mandatory		
10. Data dictionary and database design documentation to facilitate preparation of ad-hoc reports	Mandatory		
11. Software Development documentation - toolkit manuals, API manuals	Mandatory		
12. New version release notes	Mandatory		
13. Fix and patch notes	Mandatory		
14. Online help support manual	Mandatory		
SUPPORT			
15. Bidder must have a comprehensive support procedure for KURA	Mandatory		
16. The bidder must have qualified professional/systems engineers to offer functional and technical support	Mandatory		
17. Access to online support system	Mandatory		
18. Warranty Service: Warranty will be for a period of twelve (12) Months after go-live. Support during this period is expected to be on site. Software issues/bugs/support calls will be raised in formats to be defined as part of project mobilization.	Mandatory		
19. Post-warranty maintenance services: User support after warranty period is expected to be within working hours from 8AM to 5PM Kenyan time excluding weekends and public holidays. Expected response time will be no more than 24hrs	Mandatory		

REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
after raising a support call in line with the format to be agreed on before Go-Live.			

8. SECTION VIII - LOT 2- SUPPLY AND DELIVERY OF ICT HARDWARE

8.1.1 Lot 2: ICT Hardware Requirements

Kenya Urban Roads Authority would like to request proposals for the supply and configuration of the below ICT hardware equipment to be integrated into the a Data Center for the purpose of hosting the Integrated Planning, Monitoring & Evaluation And Quality Assurance Management System for the Authority. Key considerations in your proposal should include provision of high availability, business continuity planning, Data backup, replication and disaster recovery preparedness.

The foresaid system will be installed on a server host mounted in a virtualized environment where regular backup regimes will be maintained.

8.1.2 Objectives

- a) To deliver, configure and integrate a server host in the current virtualized environment.
- b) To install and configure the backup and storage appliances integrating them to the current backup systems.
- c) Configure backup strategies for SQL dbases and Application software
- d) Operational Training 4 ICT officers on Veeam, Virtualization software and Shared storage solution administration training.
- e) Readiness testing and documentation

Kindly take note:

1. **Bidders not to Copy and Paste specifications in the response**
2. **Bidders to indicate items/specifications they are offering**
3. **Do not use Yes /NO /Complied**

List of Goods for Delivery in LOT 2

Items	Description of Items	Quantity	Category of Item
1	Servers Computer	1	Hardware appliance
2	Backup, Replication Orchestration Solution License for 3 years	1	Software license
3	VMware Standard For 32 Cores and VMware Essential Plus Kit Both With 3 Year Support	1	Software license

8.1.3 ITEM 1. TECHNICAL SPECIFICATIONS FOR SERVER COMPUTER – 1

SNO	SPECIFICATION	DETAILS	Bidders Response
1.	Model Name and number	Bidder to Specify	
2.	Processor	Two (2) Intel Xeon Gold 6544Y Processor 16-Core 3.6 GHz 45MB Cache (205W	
3.	Processor clock speed	3.6 GHz and above processor speed	
4.	Internal drives	At least two 240GB SSD 3D TLC 2.5" 7.0mm SFF drives. Server must support NVMe/SATA/SAS Drive Bays	
5.	Memory	Minimum required 512GB of high-performance memory per server using 64GB DDR5 5600 RDIMMS.	
6.	Memory DIMMs	Minimum 16 DIMM Slots	
7.	1G Network card	4 port NICs x 1GB Ethernet	
8.	network card-	10G Fiber network card- 4x10G ports with SFPs populated.	
9.	Fiber SFP transceivers	4 * 10G fibre SFPs populated on each server compatible with LC-LC fibre Cables	
10.	Power supply	At least 2* 1600Watts Titanium power supplies for redundancy	
11.	Fans	Hot plug fans with full N+1 redundancy	
12.	Data Centre Management Package	Per node license Embedded server & remote management software - ILO advanced or equivalent.	
13.	FC Host Bus Adapters	Dual port 32Gb LC SFP+ Fibre Channel Host Bus Adapter on each server	
14.	Warranty.	Three (3) years OEM Hardware and software warranty and parts replacement	
15.	Server Management software	DataCenter Management suite per node license	
16.	Training and Knowledge Transfer	Provide Post Implementation Training to four (4) ICT Technical Staff. (attach training Schedule, Methodology and Approach)	
17.	Manufacturer's Authorization Letter	Must provide the Manufacturer's Authorization Letter on Manufacturers letter head	

8.1.4 Item 2: Technical Specifications for Backup and Replication Solution

	ITEM	REQUIREMENTS	BIDDERS RESPONSE
1	Make	Veeam Backup and Replication	
2	Mode	Perpetual License for 32 core server	
3	Flexible licenses	The backup software should be flexible with support for virtual, physical and cloud workloads. The licenses should be portable and transferable, and thus future-proof, moving easily across VMware, Hyper-V, Nutanix AHV, RedHat, Windows, Linux, MacOS, NAS, AWS, Azure, Google Cloud, and beyond.	
4	Fast in-built deduplication and compression	The solution should be able to use a performance-optimized combination of deduplication and compression, allowing a single backup proxy to process data streams at 1GB/s during backup and restores. Should also be able to perform deduplication at both the source and the target.	
5	Changed Block Tracking (CBT)	The proposed solution should have a CBT mechanism to be used with incremental backups to identify the data blocks that have changed since the previous job session. This will reduce the load on internet links during backup processes.	
6	Save bandwidth by speeding up data transfer across the WAN.	Ability to dramatically reduce the bandwidth required for transferring backups and replicas over the WAN by utilizing global caching, variable block length data fingerprinting and traffic compression.	
7	Encryption	The proposed solution must have built in end-to-end encryption, during a backup (before it leaves the network), during movement between components and while the backup data is at rest in its final destination.	
8	Easy restore of data	The solution should support easy restore of entire VMs, VM files, virtual disks, guest files and application files.	
9	Support for Self-service recovery	The proposed solution should support self-service recovery of files from backup to enable delegation of recovery tasks to particular application owners.	

8 10	Monitoring & backup environments from a common pane.	The backup solution should have easy integration with the virtual environment to enable monitoring, alerts, insights and visibility of the entire virtual and backup environment from a single pane including managing of backup, replication and restore tasks from one common pane	
11	Replication	The solution should support easy replication of VMs to DR site servers, complete with assisted failover and failback.	
12	Granular recovery of application items – Agentless	Ability to perform agentless application-integration with Microsoft Exchange, SQL Server, Oracle, Active Directory and SharePoint enabling application specific backups and itemized and full restore of workloads.	
13	Backup monitoring	The solution should enable one to easily monitor backups/replicas directly from the backup environment with at-a-glance views of backup processes and repositories to easily identify unprotected VMs and applications.	
14	Capacity planning and reporting	The backup solution should be able to issue on-demand reports and perform capacity planning e.g. easily tell when backup destinations are almost full of complete alerting (email or otherwise).	
15	Search	The backup solution should enable performing of easy and advanced searches for items and objects, browsing through backups and electronic discovery.	
16	Abstraction layer to create a single virtual pool	The ability for the solution to group multiple single backup repositories into one abstract repository.	
17	Planned Failover	The ability to proactively switch from a running VM to its replica incase the primary VM is scheduled to go offline, for example, during datacenter migration, maintenance or software upgrade of the primary VM.	
18	Restores	Restored items should easily be saved to different locations, sent via email or exported, or even restored to the original locations (the production VM).	
19	Backup Targets	The solution should support backups to a variety of locations including tape, NAS, SAN, cloud, external Hard disks etc.	

20	Cloud connect	The proposed solution should support a fast and secure way to get physical and virtual backups offsite and in the future replicate VMs to a cloud service provider of KURA's choice without the cost and complexity of building and maintaining an offsite infrastructure.	
21	Direct-to-object storage	Must support direct backup to object storage such as AWS S3 bucket, Azure Blob, etc.	
22	Complete visibility	The proposed solution should provide monitoring, reporting, and capacity planning for the virtual environment and backup infrastructure complete with health and performance dashboards.	
23	Explorer for Storage Snapshots	The solution should be able to restore individual VMs, guest files and application items from storage snapshots.	
24	Test backups and Replicas without impacting production VMs	Ability to test changes in a production-like environment before deployment. The solution should also be able to use storage snapshots to create complete isolated copies for faster and easier testing and troubleshooting.	
25	NAS Backup	Support for protection of unstructured file data and file servers at scale with flexible NAS data protection, greatly reducing the backup impact while improving recovery times.	
26	Continuous Data Protection	Eliminate downtime and minimize data loss for Tier-1 workloads with built-in CDP and achieve immediate recoveries to a latest state or desired point in time providing the best recovery point objectives (RPOs).	
26	Reliable ransomware protection	Ability to keep backups safe with immutable, hardened Linux repositories preventing encryption by ransomware, accidental or malicious deletions	
28	Cloud Immutability	Support for Immutability for backups written to Microsoft Azure Blob Storage and AWS S3 bucket.	
29	Application verification	Verify that your common enterprise applications are functioning as expected after recovery.	

30	Instant Recovery	Instant recovery of any Veeam backup protected workload including VMs, Microsoft SQL, Oracle databases and NAS files within minutes to meet the recovery objectives.	
31	Licensing	The backup software should be licensed per the number of virtual machines at KURA - VUL based perpetual license for 50VMs total	
32	Warranty	3 years of production (24/7) manufacturer's warranty & support for the proposed backup, replication and orchestration solution.	
33	Training and Knowledge Transfer	Provide Training for four (4) ICT Technical Staff.	
34	Technical training	Backup Software certification training required for 2 delegates at OEM Training Facility. Bidders to cater all training related costs	

8.1.5 Item 3: Technical Specifications for Virtualization Solution Software

No	ITEM	REQUIREMENT	BIDDERS RESPONSE
1	Make	VMware Virtualization software	
2	Model	VMware vSphere Standard 8 -32 core	
3	VM creation, importation & exportation	The platform must allow for easy provision new virtual servers and provides more efficient use of physical server resources whilst still allowing the editing of VM settings, exporting VMs to other platforms and importation of virtual appliances.	
4	Platform manager	The virtualization manager must allow the KURA to manage its entire virtual infrastructure - including physical hosts, virtual machines, networks, storage, security and users from a centralized Dashboard	
5	Server Virtualization	Must provide enterprise-level server virtualization.	

6	Portability	Features such as live migration, storage migration, and import/export make it easier to move or distribute a virtual machine must be available	
7	Shared Storage	The platform must provide a resilient storage service that will be used to store the data associated with virtual machines. The storage service must be accessible to all hosts.	
8	Management tool	Provision of a Centralized management tool for the environment	
9	Host agents	The platform must provide host agents running on all hosts to facilitate communication Virtualization Manager.	
10	Cluster	The platform must support the creation of clusters of physical hosts. These clustered hosts should be treated as a resource pool for virtual machines. Hosts in the same cluster must be able to share the same network infrastructure and underlying storage to support the migration of virtual machines from host to host.	
11	Data Center	The solution must support creation of virtual data centers encompassing all physical and logical resources (Compute, storage, network etc.) within a managed virtual environment.	
12	Events	The platform must provide dashboards showing alerts, warnings, and other notices about activities to help the administrator to monitor the performance and status of resources.	
13	VM High Availability	The platform must provide capability for VM High availability so that a VM is automatically restarted if its process is interrupted, either on its original host or another host in the cluster.	
14	Logical Network	The platform must enable creation of logical networks as a logical representation of a physical network. Logical networks will be used to group network traffic and communication between the related Manager, hosts, storage, and virtual machines.	

15	Snapshot	<p>The platform must support the creation of VM snapshots, snapshots will provide a view of a virtual machine's operating system and all its applications at a point in time.</p> <p>The snapshots must be capable of saving the settings of a virtual machine before an upgrade or before installing new applications. In case of problems, a snapshot can be used to restore the virtual machine to its original state.</p>	
16	Image repository	The platform must provide a logical domain that contains a standalone image repository. Each domain should be capable of being used to store virtual disks or ISO images, and for the import and export of virtual machine images.	
17	VM templates	The virtualization solution must support creation of VM templates, as a model virtual machine with predefined settings for easy reuse of objects. These templates will be used a quick way of creating many virtual machines in a single step.	
18	Storage - Local & External	The platform must support storage connections to an external unified storage array providing storage services via block, file & object protocols. The external storage arrays could be offering either block volumes (iSCSI or Fibre Channel) or a file system. The platform should be able to support Local Storage, POSIX-Compliant File systems, Fibre Channel over Ethernet, FC, iSCSI, NFS, NVMe-OF etc.	
19	Platform security & compliance management	<p>The platform should provide tooling to help lower the risk of security vulnerabilities and increase compliance with industry regulations, and corporate standards.</p> <p>The platform must provide predictive analytics to automatically identify hosts that require updates due to common vulnerabilities and exposures (CVEs), compliance risks, or performance issues.</p> <p>The platform must provide simplified console where admins can patch and update systems at scale to quickly remediate issues in the clients' private cloud environment.</p>	
20	VLAN tagging	The platform must support VLAN tagging so multiple logical networks can share a single device	

		by using Virtual LAN (VLAN) tagging to isolate network traffic.	
21	Directory Server Support	The platform must allow attaching of an external directory server to the Virtualization environment and use it as an external domain. The attachment of more than one authentication directory servers to the platform should also be supported.	
22	Local users	The platform should allow creation of a default admin user in an internal domain. This account is intended for use when initially configuring the environment, and for troubleshooting purposes.	
23	Time Sync	The platform must have inbuilt NTP capabilities so as to be able to use Network Time Protocol (NTP) on all hosts and virtual machines in the environment in order to synchronize time.	
24	Security features	The platform must provide security features such as HTTPS, SELinux, and the in-built firewall on the hosts or virtual machines. Bidders will be required to carry out security hardening exercises as per the OEM's best practice security guidelines.	
25	Network Bonding	The platform must support Network bonding, bond network interfaces on production hosts is required to improve the overall availability of service, as well as network bandwidth to key application servers.	

8.1.6 Item 4: Technical Specifications for LAPTOP COMPUTER

No.	ITEM	REQUIREMENTS	BIDDERS RESPONSE
1	Processor	Intel Ultra 7	
2	Chipset	Intel® Integrated SoC	
3	Memory	16 GB RAM Expandable to 32	
4	Hard drive	2 TB PCIe® NVMe™ M.2 SSD	
5	Video graphics	Intel Arc	
6	Expansion slots	1 microSD media card reader	

7	External ports	1 Thunderbolt™ 4 with USB4™ Type-C® 40Gbps signaling rate (USB Power Delivery, DisplayPort™ 1.4, HP Sleep and Charge); 1 SuperSpeed USB Type-A 5Gbps signaling rate (HP Sleep and Charge); 1 SuperSpeed USB Type-A 5Gbps signaling rate; 1 AC smart pin; 1 headphone/microphone combo.	
8	Webcam	HP Wide Vision 720p HD camera with camera shutter and integrated dual array digital microphones.	
9	OS	Windows 11 Pro-Activated	
10	Audio	Audio by Bang & Olufsen; Dual speakers; HP Audio Boost	
11	Other	Provision of Product Information Sheet of the supplied Laptop.	
12	Battery type	3-cell, 51 Wh Li-ion polymer	
13	Warranty	1 year	

9. SECTION: IX ~ PRICE SCHEDULE

*[The tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]*

S/No	Description	Total Price Inclusive All Taxes & Public Procurement Capacity Building Levy in Kshs.
1.	LOT 1: PROVISION OF INTERGRATED MONITORING & EVALUATION AND QUALITY ASSUARANCE MANAGEMENT SYSTEM	
2.	LOT 2: SUPPLY AND DELIVERY OF ICT HARDWARE	
	Grand Totals (TRANSFERRED TO FORM OF TENDER)	

Note:

- 1) This should be filled Separately for each Lot
- 2) Prices Quoted for each LOT should be Inclusive of All Taxes and 0.03% Public Procurement Capacity Building Levy (Exclusive of All Taxes).

9.1 Price Schedule for Lot 1

NO	DESCRIPTION	QUANTITY	TOTAL		
1.	Supply, installation and configuration of the solution	Packages			
2.	Number of Licenses (to state the different type of licenses as per proposed design)	50			
3.	Installation and Configuration	Service			
4.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Training</td> <td>System administration -ICT officers</td> </tr> </table>	Training	System administration -ICT officers	16	
Training	System administration -ICT officers				

		Core team	20	
		Senior Management	40	
		End user- User Training to All KURA staff	300	
5.	Open-Source system – (to state the required one-off license as per proposed design)		300	
6.	Annual Support Services (to state the different type of licenses as per proposed design)		SLA	
	Sub Total			
	ADD 16% VAT			
	Add: 0.03% Public Procurement Capacity Building Levy (Exclusive of all Taxes)			
GRAND TOTAL (Carried to the Form of Tender)				

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:

9.2 Price Schedule for Lot 2

NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	Supply, installation and configuration of the required server	1		
2	Supply, installation and configuration of the required 32 core Veeam perpetual license	1		
3	Supply, installation and configuration of the required 32 core virtualization license	1		
4	Laptop Computers as per the specifications provided	5 No.		
			Sub Total	
			ADD 16% VAT	
			Add: 0.03% Public Procurement Capacity Building Levy (Exclusive of all Taxes)	
			GRAND TOTAL (Carried to the Form of Tender)	

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: _____

10. SECTION X ~ 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, configuration and implementation of the system**

10.1 Form of Tender

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

i) All italicized text is to help the Tenderer in preparing this form.

ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.

iii) Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this Tender submission:*[insert date (as day, month and year) of Tender submission]* **Tender Name and Identification:**.....*[insert identification]* **Alternative No.:**.....*[insert identification No if this is a Tender for an alternative]*
To: *[Insert complete name of Procuring Entity]*

a) **No reservations:** We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);

b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;

c) **Tender/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 3.6;

d) **Conformity:** We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services];*

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];*

or

Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];* and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];*

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: *[Specify in detail each discount offered.]*

ii) The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts];*

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document; 39

i) **One Tender per tenderer:** We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.9, other than alternative Tenders submitted in accordance with ITT 12;

j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 3.7];*

l) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

(If none has been paid or is to be paid, indicate “none.”)

m) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

n) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

p) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ *(specify website)* during the procurement process and the execution of any resulting contract.

q) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent tender Determination” attached below.

r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure

Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest;

b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers;

c) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption; and

d) Declaration and Commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

40 Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

Name of the tenderer: **[insert complete name of the tenderer]*

Name of the person duly authorized to sign the Tender on behalf of the tenderer: ***[insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]* **Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*****: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as tenderer.

******: Person signing the Tender shall have the power of attorney given by the tenderer.

The power of attorney shall be attached with the Tender Schedules.

10.2 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 _____.

10.3 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•
------	-------------	----------------------

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.....			
.....			

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

10.4 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: LOT 1: PROVISION OF INTERGRATED MONITORING & EVALUATION AND QUALITY ASSUARANCE MANAGEMENT SYSTEM AND
LOT 2: SUPPLY AND DELIVERY OF ICT HARDWARE
CONTRACT NO: KURA/RMLF/HQ/402/2024-2025**

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.

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

SIGNATURE AND SEAL OF THE BANK
.....

NAME OF SIGNATORY
.....DATE.....

NAME OF THE WITNESS
.....

SIGNATURE OF THE WITNESS DATE
.....

ADDRESS OF THE WITNESS
.....

10.5 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 _____
the
_____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

10.6 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.

10.7 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))

10.8 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.

10.9 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.....