



KENYA URBAN ROADS AUTHORITY

Transforming Urban Mobility

PROVISION OF PROJECT RISK MANAGEMENT SYSTEM

TENDER NO: KURA/RMLF/HQ/425/2024-2025

(WOMEN CATEGORY)

FEBRUARY 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.....	4
PROCURING ENTITY: KENYA URBAN ROADS AUTHORITY P.O. BOX 41727-00100	4
2. SECTION II – INSTRUCTIONS TO TENDERERS.....	6
2.1 Eligible tenderers	6
2.2 Cost of tendering	6
2.3 Contents of tender documents.....	6
2.4 Clarification of Documents	7
2.5 Amendment of documents.....	7
2.6 Language of tender	7
2.7 Documents Comprising the Tender	8
2.8 Form of Tender	8
2.9 Tender Prices	8
2.10 Tender Currencies	9
2.11 Tenderers Eligibility and Qualifications.....	9
2.12 Tender Security.....	9
2.13 Validity of Tenders.....	10
2.14 Format and Signing of Tender	10
2.15 Sealing and Marking of Tenders	10
2.16 Deadline for Submission of Tenders.....	11
2.17 Modification and withdrawal of tenders	11
2.18 Opening of Tenders	12
2.19 Clarification of tenders.....	12
2.20 Preliminary Examination and Responsiveness.....	12
2.21 Conversion to a single currency.....	13
2.22 Evaluation and comparison of tenders.....	13
2.23 Contacting the procuring entity.....	14
2.24 Award of Contract	14
2.25 Notification of award.....	15
2.26 Signing of Contract.....	15
2.27 Performance Security	16
2.28 Corrupt or Fraudulent Practices.....	16
APPENDIX TO INSTRUCTIONS TO THE TENDERERS	17

TENDER EVALUATION CRITERIA.....	19
1. MANDATORY REQUIREMENTS.....	19
2. TECHNICAL EVALUATION STAGE	20
3. FINANCIAL EVALUATION.....	24
3. SECTION III GENERAL CONDITIONS OF CONTRACT.....	29
4. SECTION IV: SPECIAL CONDITIONS OF CONTRACT.....	33
5. SECTION V TERMS OF REFERENCE	36
5.1 Terms of Reference (Project Risk Management System)	36
5.1.1 Introduction.....	36
5.1.2 Objectives.....	36
5.1.3 Scope of Work	36
5.1.4 Deliverables	37
5.1.5 Timeline	37
5.1.6 Assumptions and Constraints	38
5.1.7 Acceptance Criteria	38
6. SECTION VI - PRODUCT SPECIFICATIONS AND REQUIREMENTS.....	39
6.1 Provision Of Project Risk Management System.....	39
6.1.1 Project risk management requirements	39
6.1.2 Overall System Functional Requirements	40
6.1.3 System Non-Functional Requirements	45
7. SECTION VII - TRAINING, DOCUMENTATION AND SUPPORT	46
8. SECTION: IX - PRICE SCHEDULE	48
9. SECTION X - STANDARD FORMS	49
9.1 Form of Tender	50
9.2 Contract Form.....	53
9.6 Manufacturer’s Authorization Form	60
9.7 Declaration of Undertaking	61
9.8 Power of Attorney.....	62
9.9 Anti-Corruption Declaration / Commitment / Pledge Form	63

1. SECTION I: INVITATION TO TENDER

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

CONTRACT NAME AND DESCRIPTION:

PROVISION OF PROJECT RISK MANAGEMENT SYSTEM

1. Kenya Urban Roads Authority invites sealed tenders for the: **PROVISION OF PROJECT RISK MANAGEMENT SYSTEM**

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;

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 fully filled tender security declaration.

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 Project Risk Management systems.
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 fill a tender securing declaration form.
2.13.1	The tender validity period is 90 days from the date of tender opening. A tender valid for a shorter period shall be considered as non-responsive and shall be rejected.

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 (3) 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

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

No	Requirement
1	Dully filled, Signed & Stamped Tender Form & Price Schedules
2	Duly filled and signed tender securing declaration form.
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 where applicable.
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:

- FS** - (Fully Supported) the application fully supports the requirement without any modifications.
- PS** - (Partially Supported) the application supports the requirement with use of a workaround.
- 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.

Technical Criteria

No	Technical Criteria Description	Max. Score
TR 1	FIRM EXPERIENCE	24
	Provide a list of three (3) systems developed, one (1) 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	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)	
	- 5 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	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	
TR 3	SYSTEM INTEGRATION	14
	- Customer Web Portals using API services	
	- ArcGIS APIs and SDKs	
	- Microsoft Dynamics 365 Business Central (added advantage)	
TR 4	APPROACH, METHODOLOGY & WORKPLAN	25
	Technical Approach and Methodology	5
	- Description of proposed technical methodology, strategy, and techniques	
	- Understanding of assignment objectives	
	Implementation Work Plan	5
	- Proposed timelines for project milestones	
	Project risk management	5
	- Description of proposed project risk methodology and ISO requirements	
	Training and Documentation	5
	- Training strategy and manual development	
	Maintenance and Support Plan	5
	- Explanation of patching, user support, and issue tracking	
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 dully filled and signed the tender securing declaration form.		
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 four different persons) i.) Project Manager (1) ii.) Technical Consultant - Web Developer (2) iii.) Technical Consultant - Database Expert (1) iv.) Technical Consultant - Software Developer (2)		
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 five (5) 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 Enterprise risk management 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:

$$S=StxT\%+SfxP\%$$

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 all milestones by the users and inspection done by the Project implementation team.

(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 CONTRACT REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.8 Payment 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 quarterly 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 CONTRACT 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. 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 Terms of Reference (Project Risk Management System)

5.1.1 Introduction

The purpose of this document is to outline the requirements, scope, and deliverables for the development of a Project Risk Manager Solution for the **Kenya Urban Roads Authority (KURA)**. This solution will be designed to help KURA identify, quantify, and mitigate risks associated with their projects. The software will provide a user-friendly interface, robust risk management features, and seamless integration with existing systems.

5.1.2 Objectives

The primary objectives of the Project Risk Manager Solution are:

- **Risk Identification:** Enable users to identify and document risks associated with projects.
- **Risk Quantification:** Provide tools to assess the probability, impact, and manageability of risks.
- **Risk Mitigation:** Facilitate the creation and tracking of mitigation strategies for identified risks.
- **Reporting and Analytics:** Generate detailed reports and dashboards for risk analysis and decision-making.
- **User Collaboration:** Allow multiple users to collaborate on risk management activities with defined access controls.
- **Integration:** Ensure compatibility with existing project management tools and systems.

5.1.3 Scope of Work

The scope of work includes the following key components:

Functional Requirements

- **User Management:** Create and manage user accounts with different access levels (e.g., System Administrator, Project Administrator, Risk Manager, Risk Owner, Guest). Allow users to switch between domains and projects.
- **Project Management:** Add, edit, and delete projects. Define project details (e.g., project name, client name, budget, timeline). Assign project managers, risk managers, and risk owners.
- **Risk Management:** Add, edit, and delete risks. Define risk details (e.g., description, probability, impact, occurrence date). Link parent and consequential risks. Automatically rank risks based on probability and impact. Track risk status (e.g., Open, On-Going, Closed).

- **Mitigation Management:** Add, edit, and delete mitigations for risks. Track mitigation status (e.g., Target, On-Going, Complete). Copy mitigations from parent risks to consequential risks.
- **Automatic Alerts:** Notify users of new risks, upcoming risk occurrence dates, and target mitigation dates via email.
- **Reporting and Dashboards:** Generate customizable dashboard reports (e.g., overall risk status, risk completion percentage). Provide drill-down reports for specific risk categories (e.g., risk status, unmitigated ranking, manageability). Export reports to Excel or PDF formats.
- **Public Risk Directory:** Allow users to share risks publicly (optional). Enable users to copy risks from the public directory to their projects.
- **Offline Functionality:** Allow users to work offline and synchronize data when back online.

Technical Requirements

- **Platform:** On-premise solution. Compatible with Windows, macOS, and Linux operating systems.
- **Database:** Secure, encrypted database for storing project and risk data. Regular backups and data recovery options.
- **Integration:** API for integration with third-party project management tools (e.g., Jira, Trello, Microsoft Project).
- **Scalability:** Support for an unlimited number of projects and risks. Scalable user access based on subscription plans.
- **Security:** Role-based access control (RBAC) to restrict access to sensitive data. Secure login with password recovery options.

5.1.4 Deliverables

The following deliverables are expected:

- **Software Application:** Fully functional Project Risk Manager Solution with all features outlined in the scope of work.
- **Documentation:** User manual (installation, setup, and operation). Technical documentation (system architecture, API specifications).
- **Training:** Training sessions for administrators and end-users.
- **Support:** Post-deployment support for bug fixes and enhancements.

5.1.5 Timeline

The project will be completed in the following phases:

- **Requirements Gathering:** 2 weeks - Finalized requirements document
- **Design and Prototyping:** 4 weeks - UI/UX design, system architecture
- **Development:** 12 weeks - Functional software application
- **Testing and QA:** 4 weeks - Tested and bug-free application

- **Deployment and Training:** 2 weeks - Deployed application, user training sessions
- **Post-Deployment Support:** 4 weeks - Bug fixes, minor enhancements

5.1.6 Assumptions and Constraints

Assumptions:

- Stakeholders will provide timely feedback during the requirements gathering and design phases.
- Necessary resources (e.g., access to existing systems) will be made available to the development team.

Constraints:

- The project must be completed within the agreed timeline and budget.
- The solution must comply with data security and privacy regulations.

5.1.7 Acceptance Criteria

The Project Risk Manager Solution will be considered complete and acceptable when:

- All functional and technical requirements have been met.
- The application has been tested and is free of critical bugs.
- Documentation and training have been provided.
- The solution has been deployed and is operational.

6. SECTION VI ~ PRODUCT SPECIFICATIONS AND REQUIREMENTS

6.1 Provision Of Project Risk Management System

6.1.1 Project risk management 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 risks, outcomes, objectives/outputs activities, resources, mitigation plans and or with specific projects, ensuring traceability.	Mandatory		
IMPLEMENTATION			
Incorporate dashboards for real-time monitoring of project risks 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 risks, enabling tagging, priority setting, and status tracking.	Mandatory		
Enable automatic notifications and reminders for unresolved or pending issues.	Mandatory		
POST IMPLEMENTATION			
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"> • Specific project risk report for each project. (monthly, quarterly, annual). • Summarized project risk report for all projects. (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		
Implement/integrate a Geographic Information System (GIS) with advanced mapping capabilities to locate project roads and coordinates accurately	Mandatory		

6.1.2 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		
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		
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 users.	Mandatory		
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		
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		
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,	Mandatory		

archiving should be executed with no disruptions to or conflicts with real time processing applications.			
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		
--	-----------	--	--

6.1.3 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		
The solution must have adequate documentation that describes at minimum, the design, functionality, use, and troubleshooting of the system.	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 KURA with customised manuals for end-user, senior management and executive training.	Optional		
SUPPORT			
3. Bidder must have a comprehensive support procedure for KURA	Mandatory		
4. The bidder must have qualified professional/systems engineers to offer functional and technical support	Mandatory		
5. Access to online support system	Mandatory		
6. 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	Mandatory		

REQUIREMENTS	Priority	Compliance (FS, PS, CR, NS)	DETAILED DESCRIPTION
will be raised in formats to be defined as part of project mobilization.			

8. 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.	PROVISION OF PROJECT RISK MANAGEMENT SYSTEM	
	Add: 0.03% Public Procurement Capacity Building Levy (Exclusive of all Taxes)	
	Sub Total	
	ADD 16% VAT	
	GRAND TOTAL (TRANSFERRED TO 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. 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**

9.1 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.

9.2 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 _____.

9.3 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•
------	-------------	----------------------

Shares

1.
.....
.....

2.
.....
.....

3.
.....
.....

4.
.....
.....

5.....
.....

Part 2(c) - Registered Company:

Private or Public

State the nominal and issued capital of the company-

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows:

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

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

Part 3: Interest in the Firm:

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

I certify that the information given above is correct.

.....

Date Signature of Bidder

9.4 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: PROVISION OF PROJECT RISK MANAGEMENT SYSTEM

CONTRACT NO: KURA/RMLF/HQ/425/2024-2025

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
.....

9.5 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)

9.6 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.

9.7 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))

9.8 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.

9.9 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.....