



KENYA URBAN ROADS AUTHORITY

Transforming Urban Mobility

TENDER FOR MAINTENANCE OF TRAFFIC MANAGEMENT CENTRE (TMC)

Tender No: KURA/RMLF/HQ/473/2024~2025

ALL

MAY 2025

DIRECTOR URBAN ROAD PLANNING AND DESIGN KENYA URBAN ROADS AUTHORITY P.O. BOX 41727-00100 – NAIROBI info@kura.go.ke DIRECTOR GENERAL KENYA URBAN ROADS AUTHORITY P.O. BOX 41727-00100 – NAIROBI dg@kura.go.ke

i

TABLE OF CONTENTS

Table of Contents

	INVITATION TO TENDER	vii
	SECTION I - INSTRUCTIONS TO TENDERERS	10
A.	General	
A. 1.	Scope of Tender	
2.	Definitions	
3.	Fraud and Corruption.	
<i>3</i> . 4.	Eligible Tenderers	
- . 5.	Qualification of the Tenderer	
	Contents of Tendering Document	
B.	Sections of Tendering Document	
6. 7.	Site Visit	
7. 8.	Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works	
o. 9.	Clarification of Tender Documents	
9. 10.	Amendment of Tendering Document	
	Preparation of Tenders Preparation Office Preparation Pre	
C. 11.	Cost of Tendering	
	ě	
12.	Language of Tender	
13.	. •	
14.	Form of Tender and Activity Schedule	
15.	Alternative Tenders Tender Prices and Discounts	
16.		
17.	Currencies of Tender and Payment	
18.	Documents Establishing Conformity of Services	
19. 20	Documents Establishing the Eligibility and Qualifications of the Tenderer	
20.	Period of Validity of Tenders	
21	Tender Security	
22.	Format and Signing of Tender	
D.	Submission and Opening of Tenders	
23.	Sealing and Marking of Tenders	
24.	Deadline for Submission of Tenders	
25.	Late Tenders	
26.	Withdrawal, Substitution and Modification of Tenders	
27.	Tender Opening	
E.	Evaluation and Comparison of Tenders	
28.	Confidentiality	
29	Clarification of Tenders	
30	Deviations, Reservations, and Omissions	
31.	Determination of Responsiveness	
32.	Arithmetical Errors	
33.	Conversion to Single Currency	
34.	Margin of Preference	
35.	Evaluation of Tenders	
36.	Comparison of Tenders	
37.	Abnormally Low Tenders and Abnormally High	
38.	Unbalanced and/or Front-Loaded Tenders	
39.	Qualification of the Tenderer	
40	Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders	
F.	Award of Contract	
41	Award Criteria	23

42.	Notice of Intention to enter into a Contract/Notification of award	24
	Standstill Period.	
	Debriefing by the Procuring Entity	
	Letter of Award	
	Signing of Contract Performance Security	
	Publication of Procurement Contract	
	Adjudicator	
	Procurement Related Complaints and Administrative Review	
	SECTION II - TENDER DATA SHEET (TDS)	26
	SECTION III - EVALUATION AND QUALIFICATION CRITERIA	30
	SECTION IV - TENDERING FORMS	37
1.	FORM OF TENDER	
	i) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE	E40
	(iii) SELF-DECLARATION FORMS	44
	FORM SD2	45
	2. TENDERER INFORMATION FORM	49
	OTHER FORMS	50
	4. FORM OF TENDER SECURITY- DEMAND BANK GUARANTEE	51
	QUALIFICATION FORMS	54
	TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION	
FORM	M ELI - 1.2	56
	SCHEDULE FORMS	57
	PRICE SCHEDULE FORM	58
	5. SCHEDULE OF REQUIREMENTS	62
	INTRODUCTION	62
SCOP	PE OF WORKS	
	SECTION 1: SERVICE SCHEDULE	62
	51 Request for Review	
	51 NOTIFICATION OF AWARD-FORM OF ACCEPTANCE	
	51 FORM OF CONTRACT [Form head paper of the Procuring Entity]	71
	10. FORM OF TENDER-SECURING DECLARATION	75
	PART II – PROCURING ENTITY'S REQUIREMENTS	
	ERIA FOR PRELIMINARY EVALUATION	
	HNICAL EVALUATION CRITERIA	
	echnical qualification will carry a weight of 80%FINANCIAL EVALUATION	

	SECTION VII - ACTIVITY SCHEDULE	80
	PERFORMANCE SPECIFICATIONS AND DRAWINGS	75
	SECTION VIII - GENERAL CONDITIONS OF CONTRACT	76
A.	General Provisions	76
1.2	Applicable Law	77
1.3	Language	77
1.4	Notices	77
1.5	Location	77
1.6	Authorized Representatives	77
1.7	Inspection and Audit by the PPRA	
1.8	Taxes and Duties	
2.	Commencement, Completion, Modification, and Termination of Contract	
2.1	Effectiveness of Contract.	
2.3	Commencement of Services	
2.6	Intended Completion Date	
2.6	Modification	
	Value Engineering	
2.7	Force Majeure	
	Definition	
	No Breach of Contract	
	Extension of Time	
	Payments	
	ermination	
	By the Procuring Entity	
	By the Service Provider	
	Payment upon Termination	
_	•	
3.	Obligations of the Service Provider	
3.1		
3.2	Conflict of Interests.	
	Service Provider Not to Benefit from Commissions and Discounts.	
	Service Provider and Affiliates Not to be Otherwise Interested in Project	
3.2.3	Prohibition of Conflicting Activities	80
	onfidentiality	
	ervice Provider's Actions Requiring Procuring Entity's Prior Approval	
	eporting Obligations	
	ocuments Prepared by the Service Provider to Be the Property of the Procuring Entity	
	iquidated Damages	
	Payments of Liquidated Damages	
	Correction for Over-payment	
	Lack of performance penalty	
	erformance Security	
	Fraud and Corruption	
3.11 \$	Sustainable Procurement	
4.	Service Provider's Personnel	81
4.1 D	escription of Personnel	81
4.2 R	emoval and/or Replacement of Personnel	81
5.	Obligations of the Procuring Entity	82
5.1 A	ssistance and Exemptions	
5.2 Cl	hange in the Applicable Law	82
	ervices and Facilities	
6.	Payments to the Service Provider	
6.1 Lu	ump-Sum Remuneration	
	Contract Price	

6.3	Payment for Additional Services, and Performance Incentive Compensation	82
6.4	Terms and Conditions of Payment	
6.5	Interest on Delayed Payments	83
6.6	Price Adjustment	
6.7	Dayworks	83
7.	Quality Control	83
7.1	Identifying Defects	
7.2	Correction of Defects, and Lack of Performance Penalty	83
8.	Settlement of Disputes	84
8.1	Contractor's Claims	84
8.2	Matters that may be referred to arbitration	85
8.3	Amicable Settlement	85
8.4	Arbitration	85
8.5	Arbitration with proceedings	85
8.6	Failure to Comply with Arbitrator's Decision	86
9.	The Adjudicator	86
	SECTION IX - SPECIAL CONDITIONS OF CONTRACT	87
	Appendices	91
App	pendix A - Description of the Services	91
	pendix B - Schedule of Payments and Reporting Requirements	
	pendix C - Subcontractors	
Appendix E - Services and Facilities Provided by the Procuring Entity		
	Section X - Contract Forms	92
	FORM NO. 1 - PERFORMANCE SECURITY - (Unconditional Demand Bank G	uarantee) 93
FOR	RM NO 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]	*

KENYA URBAN ROADS AUTHORITY

Efficient and safe urban roads

Barabara Plaza, Mazao Road - Off South Airport Road, JKIA
Tel: 254-020-8013844 / 254-717-105233
Email: info@kura.go.ke Web: www.kura.go.ke
P.O. Box 41727-00100, GPO, NAIROBI

TENDER DOCUMENTS FOR PROCUREMENT OF SMALL WORKS

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name: KENYA URBAN ROADS AUTHORITY

Address: P.O. BOX 41727 ~ 00100 NAIROBI

Email address: info@kura.go.ke.

2) Invitation to Tender (ITT) No. KURA/RMLF/HQ/473/2024~2025

3) Tender Name: CONTRACT NAME AND DESCRIPTION: MAINTENANCE OF TRAFFIC MANAGEMENT CENTRE (TMC)

INVITATION TO TENDER

PROCURING ENTITY: KENYA URBAN ROADS AUTHORITY

P.O. BOX 41727-00100

CONTRACT NAME AND DESCRIPTION: MAINTENANCE OF TRAFFIC MANAGEMENT CENTRE (TMC) TENDER NO. KURA/RMLF/HO/473/2024-2025

- 1. KENYA URBAN ROADS AUTHORITY invites sealed tenders for the MAINTENANCE OF THE TRAFFIC MANAGEMENT CENTRE
- 2. Tendering will be conducted under National Competitive Procurement method using a standardized tender document.
- 3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents working days 0900 ~1630 hours at the address given below.
- 4. Tender documents may be viewed and downloaded for free from the website www.kura.go.ke or www.kura.go.ke or www.tenders.go.ke. Tenderers who download the tender document MUST forward their particulars immediately to supplychain@kura.go.ke, +254717105233 AND/OR P.O. BOX 41727-00100, NAIROBI to facilitate any further clarification or addendum.
- 5. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 210 days from the date of opening of tenders.
- 6. A BID SECURITY IN THE FORM OF UNCONDITIONAL BANK GUARANTEE ISSUED BY BANKS REGULATED BY THE CENTRAL BANK OF KENYA (Amount Specified in the TDS) must accompany all Tenders.
- 7. The Tenderer **SHALL** chronologically and sequentially serialize all pages of the tender documents submitted in the numerical format i.e. 1,2,3,4..... including the cover page and all other pages and attachments.
- 8. Completed tenders must be delivered to the address below on or before **(As per the tender notice).** Permit electronic Tenders WILL NOT.
- 9. Tenders will be closed on **(As per 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,
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),

B. Address for purchasing tender documents

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

C. Address for Submission of Tenders.

KENYA URBAN ROADS AUTHORITY
Deputy Director (SCM),
P.O. BOX 41727—00100, NAIROBI
BARABARA PLAZA OFF AIRPORT SOUTH ROAD
MAZAO ROAD, BLOCK D GROUND FLOOR;

D. Address for Opening of Tenders.

KENYA URBAN ROADS AUTHORITY SUPPLY CHAIN MANAGEMENT OFFICE BARABARA PLAZA OFF AIRPORT SOUTH ROAD MAZAO ROAD, BLOCK D GROUND FLOOR; MEETING ROOM 6

Name: ENG. SILAS M. KINOTI

Designation: DIRECTOR GENERAL

Signature_

DIRECTOR GENERAL
KENYA URBAN ROADS
AUTHORITY (KURA)
P. O. 80x 41727 - 00100
NAIROBI

Date: 20th May, 2025



SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for the leasing of multi-functional colour and monochrome network duplex printers, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT procurement are specified in the TDS.

2. Definitions

- 2.1 Throughout this tendering document:
 - a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
 - b) if the context so requires, "singular" means "plural" and vice versa; and
 - c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.
- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the contract.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act2 010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.
- 3.3 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the TDS and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the contract being tendered for. The Procuring Entity shall indicate in the TDS firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.
- 3.5 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of an association or subcontracting arrangement or a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
 - n) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c) Has the same legal representative as another Tenderer; or
 - d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Equipment Leasing services that are the subject of the Tender; or
 - f) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g) Would be providing goods, works, or Equipment Leasing services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h) Has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya, shall be ineligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the electronic address info@ppra.go.ke.
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii)

operate under commercial law; and (iii) are not under supervision of the Procuring Entity.

- 4.8 A Tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III EVALUATION AND QUALIFICATION CRITERIA, Item 9".
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 TheProcuringEntitymayrequiretendererstoberegisteredwithcertainauthoritiesinKenya.Suchregistration shall be defined in the TDS, butcaremustbetakentoensuresuchregistrationrequirementdoesnotdiscourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signature of contract.
- 4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.14 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART 1: Tendering Procedures

- i) Section I-Instructions to Tenderers (ITT)
- ii) Section II-Tender Data Sheet (TDS)
- iii) Section III-Evaluation and Qualification Criteria

iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

v) Section V- Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI- General Conditions of Contract (GCC)
- vii) Section VII- Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms
- 6.2 The Invitation to Tender (ITT) or the notice to prequalify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works

- 8.1 The Procuring Entity shall specify in the TDS if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the TDS if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.
- 8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.
- 8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with

ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the TDS prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10. Amendment of Tendering Document

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11. Cost of Tendering

11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12. Language of Tender

12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender maybe in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13. Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
 - a) Form of Tender prepared in accordance with ITT 14;
 - b) **Schedules:** Schedules or Requirements and priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
 - c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
 - d) Alternative Tender: if permissible in accordance with ITT 15;
 - e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f) **Qualification:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g) **Tenderer's Eligibility**: documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
 - h) **Conformity**: documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
 - i) Any other document required in the TDS.
- 13.2 In addition to the requirements under ITT 12.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender,

together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted. The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

- 15.1 Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the Procuring Entity.
- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the TDS, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule(s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 13.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lumpsum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17. Currencies of Tender and Payment

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18. Documents Establishing Conformity of Services

- 18.1 To establish the conformity of the Equipment Leasing services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.
- 18.2 Standards for provision of the Equipment Leasing services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 Tenderers shall complete the Form of Tender and all the Tendering Forms included in Section IV to establish their eligibility in accordance with ITT 4.
- 19.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 In the event that prequalification of Tenderers has been undertaken as stated in the TDS, only Tenders from prequalified Tenderers shall be considered for award of Contract. The prequalified Tenderers should submit with their Tenders any information updating their original prequalification applications or, alternatively, confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission.
- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5 The purpose of the information described in ITT 18.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 19.8 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
 - i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) If the contract has been awarded to that tenderer, the contract award will be set aside,
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the

tenderer or any other person shave committed any criminal offence.

- 19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.
- 19.11 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

20. Period of Validity of Tenders

- 21.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

21 Tender Security

- 21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.2 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
 - i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
 - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,
- 21.3 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 21.4 If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46.
- 21.5 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security. The Procurement Entity shall also return tender security to the tenderers where;
 - a). The procurement proceeding is terminated
 - b). All tenders were determined non-responsive and
 - c). Where a bidder declines to extend the tender validity period.
- 21.6 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
 - a)if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or

- ii) furnish a performance security in accordance with ITT 46.
- 21.7 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 12.2.
- 21.8 If a Tender Security is not required in the TDS, pursuant to ITT 20.1, and
 - a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45;or
 - ii) furnish a performance security in accordance with ITT 46;
 - the Procuring Entity may, if provided for **in the TDS**, declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of time as stated **in the TDS**.

22. Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
 - in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
 - in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and
 - ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required

copies of the alternative Tender.

- 23.2 The inner envelopes or packages or containers shall:
 - a) bear the name and address of the Procuring Entity.
 - b) bear the name and address of the Tenderer; and
 - c) bear the name and Reference number of the Tender.
- 23.3 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders that are misplaced or opened prematurely will be rejected.

24. Deadline for Submission of Tenders

- 24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.
 - 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution and Modification of Tenders

- 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- 26.2 prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or MODIFICATION;" and
- 26.3 received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
- 26.4 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.
- 26.5 No Tender may be withdrawn, substituted, or modified 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 Form of Tender or any extension thereof.

27. Tender Opening

- **27.1** Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1, shall be as specified **in the TDS**.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

- 27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified in the TDS.
- 27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).
- 27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
 - a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) The Tender Price, per lot (contract) if applicable, including any discounts; and
 - c) Any alternative Tenders;
 - d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- 27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the opening registers shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

28. Confidentiality

- 28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.
- 22.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 28.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

- 29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.
- 29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

31.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31. Determination of Responsiveness

- 32.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.1 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - a) If accepted, would:
 - i) Affect in any substantial way the scope, quality, or performance of the Equipment Leasing services specified in the Contract; or
 - ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT18, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.
- 31.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions
- 31.4 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 31.5 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.

32. Arithmetical Errors

- 32.1 Corrected tender prices shall not be used in the evaluation of tenders, comparison of tender prices.
- 32.2 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 anyway by any person or entity.
- 32.3 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
 - a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) 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. and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail,

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, conversion of the currency (ies) of to a single currency preference shall not apply.

34. Margin of Preference

- 34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.
- 34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and/or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise if not so stated, the invitation will be open to all tenderers.

35. Evaluation of Tenders

- 35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Most Advantageous Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:
 - a) Substantially responsive to the tendering document; and
 - b) The lowest evaluated cost.
- 35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:
 - a) Price adjustment due to discounts offered in accordance with ITT 15.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 31.3;
 - d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.
- 35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37. Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

- 37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

- 37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering processor (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Unbalanced and/or Front-Loaded Tenders

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
 - a) Accept the Tender; or
 - b) Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
 - d) reject the Tender.

39. Qualification of the Tenderer

- 39.1The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.1 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer whooffers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

40.1 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 Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

41 Award Criteria

41.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42. Notice of Intention to enter into a Contract/Notification of award

- 42.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter in to a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:
 - a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
 - d) the expiry date of the Stand still Period; and
 - e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

43. Standstill Period

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's <u>Notification of Intention to Enter into a Contract</u> referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request. .2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45. Letter of Award

45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the <u>Letter of Award</u> to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46. Signing of Contract

- 46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.
- 46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.
- 46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have

- a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Most Advantageous Tender.

48. Publication of Procurement Contract

- 48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:
 - a) Name and address of the Procuring Entity.
 - b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
 - c) The name of the successful Tenderer, the final total contract price, the contract duration.
 - d) Dates of signature, commencement and completion of contract.
 - e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Adjudicator

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with the proposed Adjudicator, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50. Procurement Related Complaints and Administrative Review

- 50.1 The procedures for making a Procurement-related Complaint areas specified in the **TDS**.
- 50.2 A request for administrative review shall be made in the form provided under contract forms.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the **leasing of multi-functional colour and monochrome network duplex printers.** to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process].

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT Reference	A. General
ITT 1.1	The reference number of the Request for Tenders (ITT) is: KURA/RMLF/HQ/473/2024-2025 The Procuring Entity is: : KENYA URBAN ROADS AUTHORITY
	The name of the ITT is: MAINTENANCE OF TRAFFIC MANAGEMENT CENTRE (TMC).
	The number and identification of lots (contracts) comprising this ITT is: NOT APPLICABLE
ITT 1.8	 TAX, DUTIES/ LEVIES Price quoted must include all associated costs and taxes. Capacity Building Levy The tenderers are hereby notified of PPRA circular No. 01/2024 dated 30th August, 2024 and Legal Notice No. 206 of 6th November, 2023 which introduces a Capacity Building Levy to be paid/borne by a supplier on all procurement contracts signed between the supplier and the procuring entity at a rate of 0.03% of the value of contract exclusive of applicable taxes. The procuring entity shall deduct and remit the levy to PPRA
ITT 2.1 (a)	Electronic –Procurement System NOT APPLICABLE
ITT 2.1	The Procuring Entity is: <i>KENYA URBAN ROADS AUTHORITY</i> The name of the Project is: MAINTENANCE OF TRAFFIC AMANGEMENT CENTRE
ITT 3.4	The firms (if any) that provided consulting services for the contract being tendered for are NONE
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be: NOT APPLICABLE

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
ITT 4.12	The Procuring Entity require tenderers to be registered and accredited as follows:	
111 4.12	1. ICTA 1 - Networks	
	2. ICTA 3 - Information Security	
	3. ICTA 1 - Data Centre	
	4. ICTA 1 - Systems and Application	
	5. ICTA 3 - End User Devices	
	6. CA - Telecommunications Contractor	
	7. EPRA Class A	
	8. Compliance Certificate on Data Protection for Data Controller	
	9. Compliance Certificate on Data Protection for Data Processor	
	B. Contents of Tendering Document	
ITT 9.1	For <u>Clarification of Tender purposes</u> only, the Procuring Entity's address is:	
	Attention: DEPUTY DIRECTORD-SCM	
	BARBARA PLAZA – JKIA, OFF AIRPORT SOUTH ROAD	
	ALONG AMAZAO ROAD OPPOSITE AVIATION HOUSE GROUND FLOOR, EAST WING	
	P.O. BOX 41727-00100	
	NAIROBI	
	KENYA	
	Electronic mail address: supplychain@kura.go.ke	
	Web page: www.kura.go.ke	
ITT 3.4	The Firms or their Affiliates that provided consulting services for the contract being tendered for are NONE	
ITT 8.4	The Procuring Entity shall publish Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the website: www.kura.go.ke NOT APPLICABLE	
ITT 9.1	The Procuring Entity will respond to request for clarification in 3 days before tender opening As per the tender advert and shall publish its response at the website www.kura.go.ke	
	C. Preparation of Tenders	
ITT 13.1 (j)	The Tenderer shall submit the following additional documents in its Tender:	
	a) Certified copy of certificate of incorporation.	
	b) Certified copy of valid accreditation registration certificate and accreditation as specified in ITT 4.12	
	c) A copy of valid Tax Compliance Certificate (will be verified with KRA TCC checker)	
	d) Copy of Recent CR12 form - (not later than 6 months as at the date of tender opening) from Treasury	
	f) Certified Audited Accounts for the last three years	
ITT 13.2	The Tenderer Shall Chronologically Serialize All Pages Of The Tender Document Submitted Including The Cover Page In The Format of 1, 2, 3 Etc., Well Bound And Original Document Not Rearranged.	
ITT 15.1	Alternative Tenders: NOT APPLICABLE	
ITT 15.2	Alternative times for completion NOT permitted.	

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Services: NOT APPLICABLE	
ITT 16.7	The prices quoted by the Tenderer SHALL NOT be subject to adjustment during the performance of the Contract.	
ITT 18.3	Prequalification HAS NOT been undertaken.	
ITT 19.3	The Tender validity period shall be 210 days.	
ITT 21.1	A Tender Security SHALL BE required. A Tender Security shall be required Kshs.500,000.00 (Kenya Shillings Five Hundred Thousand only) IN THE FORM OF TENDER SECURITY IN THE PRESCRIBED FORMAT (TENDER BOND NOT DEMAND GUARANTEE)	
ITT 22.1	In addition to the original of the Tender, the number of copies is: NONE	
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall be in form of: POWER OF ATTONEY(Specific to this tender)	
	D. Submission and Opening of Tenders	
ITT 24.1	For Tender submission purposes only, the Procuring Entity's address is: Attention: DEPUTY DIRECTOR-SCM BARBARA PLAZA – JKIA, OFF AIRPORT SOUTH ROAD ALONG MAZAO ROAD OPPOSITE AVIATION HOUSE GROUND FLOOR, EAST WING Electronic mail address: supplychain@kura.go.ke	
ITT 23.1		
	Date: as per tender notice Time: 1000HRS Tenderers SHALL NOT have the option of submitting their Tenders electronically. The electronic Tender submission procedures shall be: NOT APPLICABLE	
ITT 27.1	The Tender opening shall take place at: SUPPLY CHAIN MANAGEMENT OFFICE BARBARA PLAZA – JKIA, OFF AIRPORT SOUTH ROAD ALONG MAZAO ROAD GROUND FLOOR, NORTH WING MEETING ROOM 6	
ITT 27.1	The electronic Tender opening procedures shall be: NOT APPLICABLE	
ITT 27.6	Each Tender Shall Be initialled By All Representatives and Shall Be Numbered, Any Modification to the Unit Rate or Total Price Shall be Initialled by The Representative of The Procuring Entity	
ITT 31.7	The Procuring Entity shall adjust the Tender Price for comparison purposes only in the following manner NOT APPLICABLE.	
E. Evaluation and Comparison of Tenders		
ITT 34.1	Margin of preference NOT ALLOWED	

Maintenance of Traffic Management Centre (TMC)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 34.2 The invitation to tender is extended to the following group that qualify for Rese APPLICABLE	
F. Award of Con	tract
ITT 47	The Adjudicator proposed by the Procuring Entity is NOT APPLICABLE.
ITT 49.1	The procedures for making a Procurement-related Complaint are available from the "Notification of Intention to Award - Paragraph 5" and from the PPRA website www.ppra.go.ke If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:
	For the attention: DIRECTOR GENERAL Title/position: DIRECTOR GENERAL Procuring Entity: KENYA URBAN ROADS AUTHORITY Email address: dg@kura.go.ke In summary, a Procurement-related Complaint may challenge any of the following: (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.



SECTION III - EVALUATION AND QUALIFICATION CRITERIA

A. Preliminary examination for Determination of Responsiveness

Eligible tenderers must provide the following mandatory Requirements

	Qualification Criteria	Compliance Requirement
No.	Requirement	
1.	Certificate of Incorporation	Copy of Certified Certificate of Registration/Incorporation or Partnership deed to show that the applicant is a registered company and legally authorized to do business in Kenya
2.	Financial Situation & Performance	✓ Fill, sign, stamp and certification by ICPAK Certified Auditor
3.	Tenderer's Eligibility	✓ Duly filled, dated, stamped and signed Form of Tender.
4.	Certificate of Independent Tender Determination	 ✓ Provide all required information ✓ Properly fill, sign and stamp ✓ Provide sworn affidavit specific to this tender
5.	Self-declaration Forms	✓ Provide all required information ✓ Properly fill, sign and stamp
6.	Form of Tender	 ✓ Provide all required information ✓ Properly fill, sign and stamp ✓ Tenderer to use stationery bearing its letterhead ✓ Erasers/Alterations must be countersigned ✓ Signatory must have written power of attorney/sworn affidavit
7.	Tax Compliance	✓ A valid and current KRA tax compliance certificate.
8.	Priced schedule	 ✓ Duly filled, signed, dated and stamped ✓ Price schedule sign and stamp the price schedule ✓ Counter sign any alteration(s) and or Erasers
9.	Business Permit	✓ Attach valid Copy of the following Licenses. Current City, municipal or County Council trade license or business permit.
10.	ICTA Certificates	Bidder must be ICTA Accredited with: ✓ ICTA 1: ICT Networks ✓ ICTA 1: Data Centre ✓ ICTA 3: Information Security ✓ ICTA 1: Systems and Applications ✓ ICTA 3 - End User Devices
11.	Compliance Certificate	Bidder must provide a valid Certified Compliance Certificate and Telecommunications Contractor License issued by the Communications Authority of Kenya (CA).
12.	EPRA Registration	Bidder must possess an Electrical Contractor License: ✓ EPRA Class A License.
13.	Data Protection Certificate	Bidder must Provide valid Compliance Certificate on Data Protection for: ✓ Data Controller ✓ Data Processor
14.	Tender Security	 ✓ Tender security must be in form of a bank guarantee from a bank licensed and operating in Kenya or another bank recognized by the Central Bank of Kenya. ✓ The tender security shall be in the format provided in the tender document in form of Tender Bond.

Maintenance of Traffic Management Centre (TMC)

Qualification Criteria Compliance Requirement		Compliance Requirement	
No.	Requirement		
15.	Power of Attorney	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath. This requirement is not applicable to sole proprietorships.	
16.	CR 12	 ✓ Copy of CR 12. Where one or more of the shareholders is a company (Beneficial Ownership) the CR12 of such a company shall be provided. ✓ The CR12 shall be a Current (dated within 6 Months before date of opening) Certified CR12 Certificate from the Registrar of Companies. ✓ This should be provided with certified copies of Identification Documents of Directors and all individuals listed on the CR12. (ID or Passport). 	
17.	Serialization	✓ Properly bound (spiral or perfect cover, hard copy or case bound) paginated, serialized tender document (each page of the tender submission must have a number, and the numbers must be in chronological order to the last page). For pagination, the number system to be used are numerical numbers, i.e. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10n (where n is the last page number).	
18.	Completeness of tender document	 ✓ The person or persons signing the bid shall initial all pages of the bid where entries have been made. ✓ All pages with entries (Typed or hand written) must be initialed. Any alterations/Erasers made in the tender document must be countersigned. 	
19.	Pending Litigation	 ✓ Provide all required information ✓ Properly fill, sign and stamp 	
20.	Litigation History	✓ Provide all required information✓ Properly fill, sign and stamp	

B. Technical Evaluation

TECHNICAL EVALUATION CRITERIA

REQUIREMENTS	COMPLIANT (MET/NOT MET)
Specific Firm Experience	
Nature of Business should be System and/ or Network Integration and must have experience for at least six (6) Years.	
 Participation as contractor, or subcontractor in at least one ITS/ Data Centre project which included systems or facilities as parts of works scope in the project within the last three (3) years from the bid issuing date, each with a value of at least Ksh. Six million (Ksh. 6,000,000.00) The Bidder must provide copies of the following:	
2. The firm must provide proof of experience for at least 3 previous customers with a value of at least Ksh. Fifty Million (Ksh. 10,000,000) in the past 3 years. The Bidder must provide copies of the following:	
✓ Letter of Award/ Local Purchase/ Service Order/ Signed Contract Agreement.	
Bidder must provide proof of Partnership with OEM of the proposed solution.	
Payment and Delivery Schedule Proposals must be within the delivery period given under the Schedule of Requirements	
Tender must meet all scope of requirements and specifications without any material deviation	
Implementation Methodology & Service Plan	
The degree of appropriateness between the presented approach and the requirements of the TOR and the presence of the logical approach and methodology to implement the assignments indicated in the TOR.	
The degree of the presence of an alternative and unique approach, comments, and suggestions on the TOR which would improve the quality/effectiveness of the project without substantially changing the requirements of the TOR.	
The degree of the appropriateness, consistency, and logicality approach of the work plan which is a bar chart showing the timing of the major activities proposed in the methodology and major milestones including meetings, reports, and output.	
Completeness of Proposed Service Level Agreement (SLA) indicating Service plan of the TMC, Escalation matrix and contacts, and support engagement with OEMs.	
Attach a comprehensive escalation procedure for fault reporting with contact information for staff	
Attach a Comprehensive schedule for the preventive maintenance	
Key Personnel	
Project Manager	
At least 8 years as a project manager in System or Network Integration	
Bachelor's degree in Information Technology/Computer Science /Electric-Electronic Engineering field	

Maintenance of Traffic Management Centre (TMC)

Maintenance of Traine Management Centre (11116)	
Certification as a professional in Project Management (PMP)/ Prince2/ Agile / Cisco/Huawei Certifications	
Demonstrated knowledge and experience maintaining a TMC or ITS infrastructure.	
Lead Implementation Engineer	
At least 5 years in System or Network Integration	
Bachelor's degree in Information Technology/ Computer Science /Electric-Electronic	
Engineering field	
Experience with ITS infrastructure, including sensors, cameras, and vehicle detection	
systems.	
Software & Network Management: Knowledge in managing advanced traffic	
management software (ATMS), and communication networks.	
Certification as a professional in either Cisco/Huawei or any other Data Centre OEM	
accreditation.	
Technical Personnel	
At least 3 years in System or Network Integration	
Diploma in Information Technology/ Computer Science /Electric-Electronic	
Engineering field	
Must have minimum Class A EPRA Electrician License	
Financial Requirements	
Copies of Audited Accounts incorporating balance sheets (statements of financial	
position), profit and loss statements (statements of comprehensive income) and cash	
flow statements for any of the last six (3) consecutive years (2023, 2022, 2021)	
prepared in accordance with International Financial Reporting Standards and	
incorporating audit opinions issued in accordance with ICPAK By-Law No. 38.	
Bidder must show that they have successfully and substantially completed similar	
works to the proposed works/service. The similarity shall be based on the physical size,	
complexity, methods/technology or other characteristics as described in Work	
Schedules and Specifications. The Bidder must provide copies of the following:	
Letter of Award/ Local Purchase/ Service Order/ Signed Contract Agreement	
and	
Recommendation Letter from clients	
Copies of Audited Accounts incorporating balance sheets (statements of financial	
position), profit and loss statements (statements of comprehensive income) and cash	
flow statements for any of the last six (3) consecutive years (2023, 2022, 2021)	
prepared in accordance with International Financial Reporting Standards and	
incorporating audit opinions issued in accordance with ICPAK By-Law No. 38.	

Maintenance of Traffic Management Centre (TMC)

Bidder must show that they have successfully and substantially completed similar works to the proposed works/service. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Work Schedules and Specifications. The Bidder must provide copies of the following:

• Letter of Award/ Local Purchase/ Service Order/ Signed Contract Agreement and Recommendation Letter from clients

Manufacturers Authorization

Provide Manufacturer's Authorization Letter/Form.

The tenderer must attach Authorization from the Manufacturer of any equipment they intend to supply.

The Authorization must be specific to this tender and be addressed to the Director General, Kenya Urban Roads Authority, P.O. Box 41727 – 00100 NAIROBI.

ONLY ORIGINALS WILL BE ACCEPTED.

C. Post-Qualification Criteria (ITT 37.1)

1) If the Tenderer is a manufacturer:

i. Financial Capability

- The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of **Kenya Shillings Ten (10) Million**.
- b) Minimum average annual supply turnover of Kenya **Shillings Twenty (10) Million** calculated as total certified payments received for contracts of services manufactured and supplied within the last *3 years*.

ii. Experience and Technical Capacity

The Tenderer shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s) using the form provided in Section IV. In case the Tenderer is a JV, experience and demonstrated technical capacity of only the JV shall be taken into account and not of individual members nor their individual experience/capacity will be aggregated unless all members of the JV have been manufacturing and supplying Services offered in the Tender to the same technology, processing, design, materials, specifications, model number, etc. in all respects such that Services manufactured have the same functional characteristics, performance parameters, outputs and other guarantees and fully interchangeable which shall be documented along with other required documents demonstrating capacity to the satisfaction of the Procuring Entity in case individual members claim experience. Otherwise, documents evidencing experience and technical capacity shall be in the name of the JV that submitted the Tender. Wherever the Words "Similar Services" have been used it includes upgrades, latest and improved versions or models of similar specifications and technology. Refer to Form Exp-1 to provide the required information.

- i) The Tenderer has been providing similar services for the last 2 years.
- ii) The Tenderer shall furnish documentary evidence to demonstrate successful completion of at least *Three* (3) number of contracts of similar Services in the last (3 years) each contract costing at least Kenya shillings Six (6) Million equivalent.
- iii) Documentary Evidence of Usage of Services (Applies to if Tenderer is Manufacturer or Supplier)

The Tenderer shall furnish documentary evidence satisfactory to the Procuring Entity to demonstrate that similar Services as offered in the Tender have been in successful use or operation for the last **3 years**. If the Tenderer is a JV, the evidence of demonstrated usage of Services supplied in the past shall be in the name of the JV.

2) If Tenderer is a Supplier:

- a) If a Tenderer is a Supplier offering the Services on behalf of or from a Manufacturer under Manufacturer's Authorization Form (Section IV, Tendering Forms), the Manufacturer shall demonstrate the above qualifications 4.2 (b) (i), (ii), and (iii) and the Tenderer shall demonstrate it meets the following criteria.
- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the supply cash flow of **Kenya Shillings Ten (10) Million**.
- ii) Minimum Average Annual Supply Turnover of **Kenya Shillings Twenty** (20) Million or equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by [3] years. To be evidenced through Audited Accounts.
- iii) Has satisfactorily and substantially completed at least three (3) *number*) contract(s) of a similar nature either within Kenya as a prime supplier each of a minimum value in **Kenya shillings Six (6) Million** equivalent.
- iv) **History of non-performing contracts**: Tenderer (Supplier or/and manufacturer, and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur as a result of the default of the Tenderer, manufacturer or the member of JV as the case may be, in the last (3 years). The required information shall be furnished as per form CON-2]

Maintenance of Traffic Management Centre (TMC)

- Pending Litigation: Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under paragraph I (i) above assuming that all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations as per Form CON-2.
- vi) **Litigation History:** There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last (3 years). All parties to the contract shall furnish the information on the related Form (CON-2) about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender. (If a Line of Credit is used to support Cash flow, the Line of Credit should be current and specific to the above Tender).

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- *ii)* All italicized text is to help Tenderer in preparing this form.
- iii) Tenderer must complete and sign and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.
- (iv) The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.
 - a) Tenderer's Eligibility-Confidential Business Questionnaire
 - a) Certificate of Independent Tender Determination
 - c) Self-Declaration of the Tenderer.

Date of this Tender submission : [insert date (as day, month and year) of Tender			
submission] ITT No.:	[insert number of ITT process]		
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 ITT 9;
- b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-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 4.7;
- *d)* **Conformity:** We offer to provide the Equipment Leasing services in conformity with the tendering document of the following: [insert a brief description of the Equipment Leasing services];
- *Tender Price:* The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]
 - *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 is 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 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (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;
- 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 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- 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 PPRA. Further, we are not ineligible under Kenya's 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 4.6];
- l) Commissions, gratuities and 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].

Name of Recipient	Address	Reason	Amount

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

- m) [Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- n) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and
- p) **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.
- 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) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from ______(specify website) during the procurement process and the execution of any resulting contract.
- s) We, the Tenderer, have completed fully and signed 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.

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 person signing the Tender]
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

i) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City
		3. Location
		4. Building
		5. Floor
		6. Postal Address
		7. Name and email of contact person.
6	Current Trade License Registration	
	Number and Expiring date	
7	Name, country and full address	
	(postal and physical addresses,	
	email, and telephone number) of	
	Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed	
	in stock exchange, give name and	
	full address (postal and physical	
	addresses, email, and telephone	
	<i>number</i>) of	
	state which stock exchange	

General and Specific Details

a)	Sole Proprietor, provide the following details.	
----	--	--

Name in full	Age
Nationality	Country of Origin

Citizenship _____

b) Partnership, provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

Regi	egistered Company, provide the following details.			
i)	Private or public Company			
ii)	State the nominal and issued capital of the Company:-			
	Nominal Kenya Shillings (H	Equivalent)		
	Issued Kenya Shillings (Equivalent)			
	Issued Kenya Shillings (Equ	uivalent)		
iii)	Issued Kenya Shillings (Equation Give details of Directors as			
iii)			Citizenship	% Shares owned
iii)	Give details of Directors as	follows.		
iii) 1 2	Give details of Directors as	follows.		

i)	Are there any person/persons in	(<i>Name of Procuring Entity</i>) who
-	has/have an interest or relationship in this firm? Yes/No	
	has/have all interest of relationship in this firm: Tes/140	

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(ii) Conflict of interest disclosure

	Type of Conflict	Disclosure	If YES provide details of the relationship
		YES OR NO	with Tenderer
1	Tenderer is directly or indirectly controlled by		
	or is under common control with another		
	tenderer.		
2	Tenderer receives or has received any direct or		
	indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as		
	another tenderer		
4	Tender has a relationship with another tenderer,		
	directly or through common third parties that		
	puts it in a position to influence the tender of		
	another tenderer, or influence the decisions of		
	the Procuring Entity regarding this tendering		
	process.		
5	Any of the Tenderer's affiliates participated as		
	a consultant in the preparation of the design or		
	technical specifications of the works that are		
	the subject of the tender.		
6	Tenderer would be providing goods, works,		
	non-consulting services or consulting services		
	during implementation of the contract specified		
	in this Tender Document.		
7	Tenderer has a close business or family		
	relationship with a professional staff of the		
	Procuring Entity who are directly or indirectly		
	involved in the preparation of the Tender		

Maintenance of Traffic Management Centre (TMC)

	Type of Conflict	Disclosure	If YES provide details of the relationship
		YES OR NO	with Tenderer
	document or specifications of the Contract,		
	and/or the Tender evaluation process of such		
	contract.		
8	Tenderer has a close business or family		
	relationship with a professional staff of the		
	Procuring Entity who would be involved in		
	the implementation or supervision of the such		
	Contract.		
9	Has the conflict stemming from such		
	relationship stated in item 7 and 8 above been		
	resolved in a manner acceptable to the		
	Procuring Entity throughout the tendering		
	process and execution of the Contract.		

e/		\sim	1.0		•	
f)	(Cer	fiti.	៤១1	10	n

On behalf of the T	Γenderer, l	I certify th	at the info	rmation	given a	above is	complete	e, current	and a	accurate	as at	the c	late
of submission.													

Full Name_	
Title or Designation	
(Signature)	(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the	unde	lersigned, in submitting the accompanying Letter of Tender to the					
Entity	1 for		of Procuring and number of				
tende	r] in 1	n response to the request for tenders made by: y make the following statements that I certify to be true and complete in every respect:	me of Tenderer]				
do he	reby 1	y make the following statements that I certify to be true and complete in every respect:					
I certi	fy, or	on behalf of[Name of	f Tenderer] that:				
1.	I ha	nave read and I understand the contents of this Certificate;					
2.		understand that the Tender will be disqualified if this Certificate is found not to be true and covery respect;	omplete in				
3.		am the authorized representative of the Tenderer with authority to sign this Certificate, and to ender on behalf of the Tenderer;	o submit the				
4.		or the purposes of this Certificate and the Tender, I understand that the word "competitor" sh dividual or organization, other than the Tenderer, whether or not affiliated with the Tenderer					
	a)	Has been requested to submit a Tender in response to this request for tenders;					
	b)	could potentially submit a tender in response to this request for tenders, based on their q abilities or experience;	ualifications,				
5.	The	he Tenderer discloses that [check one of the following, as applicable]:					
	a)	The Tenderer has arrived at the Tender independently from, and without consultation, coagreement or arrangement with, any competitor;	ommunication,				
	b)	The Tenderer has entered into consultations, communications, agreements or arrangeme more competitors regarding this request for tenders, and the Tenderer discloses, i document(s), complete details thereof, including the names of the competitors and the reasons for, such consultations, communications, agreements or arrangements;	n the attached				
6.		particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has be onsultation, communication, agreement or arrangement with any competitor regarding:	een no				
	a)	prices;					
	b)	methods, factors or formulas used to calculate prices;					
	c) d)		ders; except as				
7.	rega requ	addition, there has been no consultation, communication, agreement or arrangement with a garding the quality, quantity, specifications or delivery particulars of the works or service quest for tenders relates, except as specifically authorized by the procuring authority or sclosed pursuant to paragraph (5) (b) above;	s to which this				
8.	the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.						
Name							
Title_							
		[Name, title and signature of authorized agent of Tenderer and Date]					

43

(iii) SELF-DECLARATION FORMS

FORM SD 1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

reside	ent of y make a statement as follows:-	of Post Office Boxin the Republic of	being ado
1.	No for		y) who is a Bidder in respect of Tender description) for
2.	THAT the aforesaid Bidder, its procurement proceeding under	Directors and subcontractors have not Part IV of the Act.	been debarred from participating in
3.	THAT what is deponed to here	in above is true to the best of my know	ledge, information and belief.
 (Title	······································	(Signature)	(Date)
Bidde	er Official Stamp		

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,	of P. O. Box	being a resident
of	in the Republic of	do hereby
	te a statement as follows:-	•
1.	THAT I am the Chief Executive/Managing Director/Principal Officer/Director of the Company (insert name of the Company) who is a Bidder No	in respect of Tender for(insert
2.	THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not fraudulent practice and has not been requested to pay any inducement to a Management, Staff and/or employees and/or agents of(ins entity) which is the procuring entity.	ny member of the Board,
3.	THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offer member of the Board, Management, Staff and/or employees and/or agents of the procuring entity).	
4.	THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practicipating in the subject tender	ctice with other bidders
5.	THAT what is deponed to herein above is true to the best of my knowledge inform	nation and belief.
(Title)	le) (Signature) (Date)	

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

1(person) on behalf of (Name of the
Business/Company/Firm)
for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.
· · · · · · · · · · · · · · · · · · ·
I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement
and Asset Disposal.
Name of Authorized signatory
Sign
Sign
Position.
Office of these
Office address
E-mail
Name of the Firm/Company
Date
Company Seal/ Rubber Stamp where applicable)
Witness
Name
Sign
~-5
Date

iv) APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be:
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:
 - a) Shall not take part in the procurement proceedings;
 - b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) "obstructive practice" is:
 - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- (b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
 - "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

2. TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Tender submission].
ITT No.:[insert number of Tendering process]
Alternative No.:[insert identification No if this is a Tender for an alternative]
1. Tenderer's Name [insert Tenderer's legal name]
2. In case of JV, legal name of each member: [insert legal name of each member in JV]
3. Tenderer's actual or intended country of registration: [insert actual or intended country of registration]
4. Tenderer's year of registration: [insert Tenderer's year of registration]
5. Tenderer's Address in country of registration: [insert Tenderer's legal address in country of registration]
6. Tenderer's Authorized Representative Information
Name: [insert Authorized Representative's name]
Address: [insert Authorized Representative's Address]
Telephone: [insert Authorized Representative's telephone/fax numbers]
Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1.
A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the
the Kenya Revenue Authority in accordance with ITT 4.14.
In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:
Legal and financial autonomy
Operation under commercial law
• • Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
8.Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

	Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall led in for the Tenderer and for each member of a Joint Venture]].
Date	[insert date (as day, month and year) of Tender submission]
ITT	No.:[insert number of Tendering process]
Altei	native No.:
1.	Tenderer's Name: [insert Tenderer's legal name]
2.	Tenderer's JV Member's name: [insert JV's Member legal name]
3.	Tenderer's JV Member's country of registration: [insert JV's Member country of registration]
4.	Tenderer's JV Member's year of registration: [insert JV's Member year of registration]
	Tenderer's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
6.	Tenderer's JV Member's authorized representative information
Nan	ne: [insert name of JV's Member authorized representative]
Add	ress: [insert address of JV's Member authorized representative]
Tele	phone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]
Ema	ail Address: [insert email address of JV's Member authorized representative]
7.	Attached are copies of original documents of [check the box(es) of the attached original documents]
	Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4.
	In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. In	cluded are the organizational chart, a list of Board of Directors, and the beneficial ownership.

4. FORM OF TENDER SECURITY- DEMAND BANK GUARANTEE

Ben	eficiary: _
Req	uest for Tenders No:
Date	e:
TEN	NDER GUARANTEE No.:
Gua	arantor:
2.	We have been informed that(herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender(hereinafter called "the Tender") for the execution of("the ITT").
3.	Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
4.	At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of
	a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
	b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
5.	This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
6.	Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.
[sign	nature(s)]

5. FORM OF TENDER SECURITY (TENDER BOND)

[The	Sure	ty shall fill in this Tender Bond Form in accordance v	with the instructions						
indic	ated.	J BOND NO							
1.	BY THIS BOND[name of tenderer] as Principal (herein after called "the Principal"), and [name, legal title, and address of surety], authorized to transact business in[name of country of Purchaser], as Surety (herein after called "the Surety"), are held and firmly bound unto [name of Purchaser] as Obligee (herein after called "the Purchaser") in the sum of [amount of Bond] [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.								
2	WHEREAS the Principal has submitted or will submit a written Tender to the Purchaser dated the								
3.	NO	W, THEREFORE, THE CONDITION OF THIS OB	LIGATION is such that if the Principal:						
	a)	Has withdrawn its Tender during the period of Tend ("the Tender Validity Period"), or any extension th	der validity set forth in the Principal's Letter of Tender ereto provided by the Principal; or						
	b)	or any extension thereto provided by the Principa	er by the Purchaser during the Tender Validity Period l; (i) failed to execute the Contract agreement; or (ii) accordance with the Instructions to tenderers ("ITT")						
	Pui der	rchaser's first written demand, without the Purchaser	urchaser up to the above amount upon receipt of the having to substantiate its demand, provided that in its es from the occurrence of any of the above events,						
4.	30		in full force and effect up to and including the date ty Period set forth in the Principal's Letter of Tender						
5.		TESTIMONY WHEREOF, the Principal and the Surpective names this day of20.	ety have caused these presents to be executed in their						
Princ	ipal:_	Sure	ety:						
Corp	orate	Seal (where appropriate)							
(Sign	ature	P)	(Signature)						
(Printed name and title)			(Printed name and title)						

¹The amount of the Bond shall be denominated in the currency Kenya shillings or the equivalent amount in a freely convertible currency. ²If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified. ³If applicable

The amount of the Bond shall be denominated in Kenya Shillings or the equivalent amount in a freely convertible currency. The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the world

6. FORM OF TENDER - SECURING DECLARATION

[The Ter	nderer shall fill in this Form in	accordance with	the inst	ructions	indicated.]		
Date:		[date	(as	day,	month	and	year)]
ITT	No.:	[numb	per	of	Tendering	proces	s]
Alternat	ive No.:	[insert ident	ification	No if thi	s is a Tend	er for an alt	ernative]
То:		[complete	name	e o	f Pro	ocuring	Entity]
We,	the	undersigned,	,		declare		that:
We unde	erstand that, according to your	conditions, Tende	ers must	be suppo	orted by a	Гender-Secu	ring
Declarat	ion.						
contract	pt that we will automatically b with the Procuring Entity for t h of our obligation(s) under the	he period of time	of [nun	nber of m			
a)	Have withdrawn our Tend	ler during the per	iod of T	ender val	idity speci	fied in the F	orm ofTender; or
b	Having been notified of th validity, (i) fail to sign the if required, in accordance	Contract agreem					
of (i) ou	erstand this Tender Securing D r receipt of your notification to on of our Tender.						
Name of	the Tenderer*						
		Naı	me of the	e person	duly autho	rized to sign	n the Tender on behalf
of the Te	enderer**						
		Titl	le of the	person s	igning the	Tender	
		Sig	gnature o	of the per	son named	l above	
		Da	ite signe	d		day of	
*: In the	case of the Tender submitted	by joint venture s	specify the	he name	of the Join	t Venture as	Tenderer
**: Perso	on signing the Tender shall ha	ve the power of a	ttorney g	given by	the Tender	rer attached	to the Tender
	n case of a Joint Venture, the T that submits the Tender.]	Fender-Securing I	Declara	tion must	be in the i	name of all r	nembers to the Joint

QUALIFICATION FORMS

7. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
В	Sub contracts from Local source	S		
1				
2				
3				
4				
5				
С	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipme	nt		·
1				
2				
3				
4				
5				
Е	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTE	ENT	XXXXX	
	PERCENTAGE OF CONTRAC	T PRICE		

TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

FORM EL I -1.1 Tenderer Information Form

Date:
ITT No. and title:
Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration:
[indicate country of Constitution]
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information
Name:
Address:
Telephone/Fax numbers:
E-mail address:
1. Attached are copies of original documents of
Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of
registration of the legal entity named above, in accordance with ITT 4.4
 □ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 □ In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing:
Legal and financial autonomy
Operation under commercial law
 Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM ELI - 1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)
Date:
ITT No. and title:
Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information
Name:
Address:
Telephone/Fax numbers:
E-mail address:
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

SCHEDULE FORMS

[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column1 of the Activity Schedules shall coincide with the List of Equipment Leasing services specified in the Procuring Entity's Requirements.]

PRICE SCHEDULE FORM

Name of tenderer _	
Tender Number	

Item No.	Item	Description Of Works		Rate per Quarter (Ksh)	Amount (Ksh)
Routin	e & Preventive Maintena	ance Works			
1	Fusion unit	Maintenance of Fusion unit cabinets. Ensure the unit is clean and cables managed properly	1		
2	Servers Open & blow the servers. Make sure it's clean. Ensure the management and service ports are working properly. Check that the servers can be logged into, and software are working properly		11		
3	Routers	Ensure the router is clean and the ports are working properly	2		
4	Switches	Ensure the switch is clean and the ports are working properly	3		
5	Air conditioning	Shutdown the UPS. Make sure it's clean and carry out gas refill for air conditioning units	3		
6	UPS	Clean & Check UPS is operating normally. Ensure that it can work both in normal and bypass modes and no alarms on the UPS	1		
7	Cameras	Clean the camera. Check that the camera is operating normally, and the footage is being recorded	7		
8	Back-up batteries	Ensure that the batteries are working properly and can support the Fusion load when it's switched off. Also ensure that the batteries normal voltage is oaky	40		
9	Access control	Ensure that the access control is working properly, users can be added or removed from the system and the access cards are working properly	2		
10	Desktop computers	Check and ensure that the computers are clean and working properly, cables properly managed and all the internal components i.e., RAM and hard disks are working properly	4		
11	Wall mounted TVs, Decoders	Ensure that the TVs are clean displays working properly and the connectivity ports are working	4		
12	Fire suppression unit	Go through the Fire Suppression operation unit, audio-visual units, pipes and nozzles and ensure they are working properly	1		
13	Input PDU	Ensure breakers in the PDU are in the right position and all are working properly	1		
14	Environmental Sensors	Ensure all the environmental sensors (temp & humidity, smoke, aisle lights) are working properly and are displayed in the monitoring system	1		
15	Auxiliary items	As per instructions	1		
	otal for Maintenance Wo	orks			
	cted Works				
Supply, install, test and commission power back-up solution as described in the schedule of requirements			Unit		
	otal for Instructed Works	S			
	Levy (0.03%)				
VAT (1					
GRANI	D TOTAL CARRIED FOR	WARD TO FORM OF TENDER	1		

NOTE:

- 1. Bids with arithmetic errors shall be disqualified at the financial evaluation stage. 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 as per guidance from (PPDA, Section 82) and should include any other incidental costs.
- 2. The Authority may prior to award of tender carry out due diligence to determine to its satisfaction whether the

	successful bidder qualifies to perform the terms of contract under this tender.
<i>3</i> .	Contract will be awarded to the lowest evaluated bidder.

Signature and Stamp of tenderer _____

The Specifications and Priced Activity Schedules Price and Completion Schedule - Related Services

Currencies in accordance with ITT 15						
					ITT	No:
					Alternative	No:
					Page N°	of
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in Kenya to convey the services to their final destination)	Country of Origi	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the Service]	[insert name of Services]	[insert country of origin of the Services]	[insert delivery date at place of final destination per Service]	[insert number of units to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
				Total Tender Price		

Name of tenderer [insert complete name of tenderer] Signature of tenderer [signature of person signing the Tender] Date [insert date]

Price Schedule – Services Table 2

Date:	······································					
1	2	3	4	5	6	7
Service Line	Description of Services	Units	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service
				Total Bid Price	·	

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

5. SCHEDULE OF REQUIREMENTS

INTRODUCTION

The Kenya Urban Roads Authority is seeking to outsource services for maintenance of the Traffic Management Centre and associated systems at KURA Head Office at Barabara Plaza, Block B.

SCOPE OF WORKS.

SECTION 1: SERVICE SCHEDULE

SCHEDULE 1: ITEMS UNDER SUPPORT

	ITEM	QUANTITY	UNIT
i.	Fusion unit	1	Unit
ii.	Servers	11	Nos
iii.	Routers	2	Nos
iv.	Switches	3	Nos
v.	Air conditioning	3	Units
vi.	UPS	1	Piece
vii.	Cameras	7	Nos
viii.	Back-up batteries	40	Nos
ix.	Access control	2	Units
X.	Desktop computers	4	Units
xi.	Wall mounted TVs	12	Nos
xii.	Fire suppression unit	1	Unit
xiii.	Urban Traffic Controller	1	Lot
xiv.	TMC Systems & Software	1	Lot

SCHEDULE 2: SERVICE LEVELS & RESPONSES

1. Remote Support (Phone & On-line support)

SEVERITY	RESPONSE TIME
General Queries	1 business day (or 8 hrs)
Low Priority (includes performance enhancement, assistance in adding/removing/auditing/changing components)	4hrs
Medium priority (this includes performance impaired/backup jobs impaired/services not responding in a timely fashion)	2hrs
High priority: (this includes when components not providing service/downtime occurred/resources ran out)	Within the hour

2. On-site Support

SEVERITY	RESPONSE TIME
Low priority (includes performance enhancement, assistance in adding/removing/auditing/changing components)	1~ 2 business days
Medium priority (this includes performance impaired/backup jobs impaired/services not responding in a timely fashion)	6 hrs
High priority: (this includes when components not providing service/downtime occurred/resources ran out)	2- 4 hrs

3. Turn-around times.

SEVERITY	RESPONSE TIME
	Within 5-10 Working days
assistance in adding/removing/auditing/changing	
components)	
Medium priority (this includes performance	Within 3~5 Working days
impaired/backup jobs impaired/services not responding in	
a timely fashion)	

High priority: (this includes when components not	Within 1-2 Working days
providing service/downtime occurred/resources ran out)	

SCHEDULE 3: SUPPORT SCOPE

1. Support Suite

SERVICE	FREQUENCY
Health checks (diagnostics & reporting)	Monthly
Quarterly preventive maintenance	Within Contract Period
Per-incidence support (remote & on-site support)	Within reasonable time as per part 3 of schedule 2
Back-up tests	Biannually

2. Support scope

2.1. Monthly health checks

- a) Perform physical inspection (mechanical & electrical) of the infrastructure. Check for warning alerts and alarms.
- b) Report any defects if found and recommend replacements if required.
- c) Check on the general configuration and perform corrective tasks.
- d) Check and confirm that the infrastructure is up to date and patched as best practices. Monitor and track resources on the infrastructure (RAM, Processor and Storage). Check and confirm on scheduled backups/replication jobs.
- e) Check and confirm storage volumes and perform optimization if necessary.
- f) Verify that the documentation is up to date. Check on IPs and credentials.

2.2. Quarterly preventive maintenance

To be performed on equipment supplied (refer to schedule 1) as per manufacturers' recommendations.

The work carried out include but are not limited to the following.

Item	Description Of Works
Fusion unit	Maintenance of Fusion unit cabinets. Ensure The unit is clean, and cables managed properly
Servers	Open & blow the servers. Make sure it's clean. Ensure the management and service ports are working properly. Check that the servers can be logged into, and software are working properly.
Routers	Ensure the router is clean and the ports are working properly
Switches	Ensure the switch is clean and the ports are working properly
Air conditioning	Shutdown the UPS. Make sure its clean and carry out gas refill for air conditioning units
UPS	Clean & check UPS is operating normally. Ensure that it can work both in normal and bypass modes and no alarms on the UPS
Cameras	Clean the camera. Check that the camera is operating normally, and the footage is being recorded
Back-up batteries	Ensure that the batteries are working properly and can support the Fusion load when it's switched off. Also ensure that the batteries normal voltage is oaky
Access control	Ensure that the access control is working properly, users can be added or removed from the system and the access cards are working properly
Desktop computers	Check and ensure that the computers are clean and working properly, cables properly managed and all the internal components i.e., RAM and hard disks are working properly
Wall mounted TVs, Decoders	Ensure that the TVs are clean displays working properly and the connectivity ports are working

Fire suppression unit	Go through the Fire Suppression operation unit, audio-visual units, pipes, and nozzles and ensure they are working properly
Input PDU	Ensure breakers in the PDU are in the right position and all are working properly
Environmental Sensors	Ensure all the environmental sensors (temp & humidity, smoke, aisle lights) are working properly and are displayed in the monitoring system

The contractor is expected to give a schedule at the beginning of the financial year for approval by the client. One week notice will be given before beginning the maintenance program.

2.3. Comprehensive maintenance plan (Instructed works)

To be performed on equipment supplied (refer to schedule 1). This involves replacing unserviceable equipment or faulty parts of equipment on the entire network infrastructure. The contractor will be required to seek approval from the Director Urban Roads Planning and Design before purchasing any replacement parts or equipment.

SCHEDULE 4: SUPPLY OF POWER BACK-UP SOLUTION

No.	Item	Description
		20kVA, Three phase input three phase output/ Three phase input single phase output/Single phase input single phase output, Tower or Rack, Long,0h, 380/400/415VAC,50/60Hz
		Up to an efficiency up to 95%, 5 kA lightning protection design with power density of 8 W/inch3
1 UPS		Terminal block ports sL1+sL2+sL3+N+PE or pL1+pL2+pL3+N+PE
		IP based secure Remote access and configuration.
		Minimum power derations when the altitude is 1000–4000 meters
		When the voltage is 138–305 VAC, the load power is linearly derated.
		Rechargeable Battery, VRLA Battery, 12V, 150Ah, 12V Monobloc, 331mm(W) * 174mm(D) * 222mm(H),
2 Batteries		High Strength ABS Plastic encasing
	Batteries	Utilizes multi-element alloy grids to ensure low internal resistance, excellent corrosion resistance, and high charging efficiency
		Incorporates high-purity electrolyte and proprietary additives (ZL02112896.0) to minimize self-discharge
		Power Cable,600V/1000V, ZA-RVV,25mm^2, Black,112A, Single-core Double Insulation, CE (Unit: meter)
3	Auxiliary	Naked Crimping Terminal, OT,25mm^2, M6, Tin Plating, Width Less Than 12.4mm, For OEM
		Naked Crimping Terminal, OT,25mm^2, M10, T in Plating, Naked Ring Terminal
		Guide Rails installation Short Circuit busbar installation
4	Installation and	Battery Strings installation required
	Commissioning	System parameters settings. Voltage range calculations and configurations for maximum DC loads.
		OEM DC Certification and warranty letter

4. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form]

) For the	attention of Tenderer's Authorized Representative
Name:.	[insert Authorized Representative's
name]	
Address:.	[insert Authorized Representative's Address]
Telephon	e numbers:[insert Authorized Representative's telephone/fax numbers]
Email Ad	dress:[insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Procuring Entity: [insert the name of the Procuring Entity]

Contract title:[insert the name of the contract]

ITT No: [insert ITT reference number from Procurement Plan].

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

The successful Tenderer

Name: [insert name of successful Tenderer]

Address: [insert address of the successful Tenderer]

Contract price: [insert contract price of the successful Tender]

2) Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

3) How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

4) How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

In summary, there are four essential requirements:

- 1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- 2. The complaint can only challenge the decision to award the contract.
- 3. You must submit the complaint within the period stated above.
- 4. You must include, in your complaint, all of the information required to support the complaint.
- 5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke or info@kura.go.ke

5) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification pleased don't hesitate to contact us. On behalf of the Procuring Entity:

Signature	 	 •	
Name:	 	 	
Title/position .	 	 	
Telephone:	 	 	
Email:	 	 	

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD APPLICATION NO......OF......20....... **BETWEEN AND**RESPONDENT (Procuring Entity) REQUEST FOR REVIEW review the whole/part of the above mentioned decision on the following grounds, namely: 1. 2. By this memorandum, the Applicant requests the Board for an order/orders that: 1. 2. SIGNED(Applicant) Dated on.....day of/...20..... FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board

SIGNED

Board Secretary

on......20.....

51 NOTIFICATION OF AWARD-FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity]

[date] To:.....[name and address of the Service

Provider]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature: Name and Title of

Signatory: Name of Agency:

Attachment: Contract

51 FORM OF CONTRACT [Form head paper of the Procuring Entity]

LUMP-SUMREMUNERATION

This CONTRACT (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (herein after called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows:"...(herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the "Service Provider").]

WHEREAS

- a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications and the Priced Activity Schedule; and
 - f) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors Appendix

D: Breakdown of Contract Price

- 2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and on behalf of [name of Procuring	
Entityl [Authorized Representative]	

For and on behalf of [name of Service	
Provider] [Authorized Representative]	
[Note: If the Service Provider consists of more than one entity, all in the following manner:]	these entities should appear as signatories, e.g.,
For and on behalf of each of the Members of the Service Provider	
[name of member]	
[Authorized Representative]	
[name of member]	
[Authorized Representative]	

8 FORM OF TENDER SECURITY(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions
indicated.] [Guarantor Form head or SWIFT identifier code]
Beneficiary: [Procuring Entity to insert its name and address]
ITT No.: [Procuring Entity to insert reference number for the Request for
Tenders] Alternative No.: [Insert identification No if this is a Tender for an
alternative] Date: [Insert date of issue]
TENDER GUARANTEE No.: [Insert guarantee reference number]
Guarantor: [Insert name and address of place of issue, unless indicated in the Form head]
We have been informed that[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Request for Tenders No ("the ITT").
Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
AttherequestoftheApplicant,we,asGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumor sums not exceeding in total an amount of() upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to significant, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.
This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.
Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.
[Signature(s)] Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

9. FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in acc	cordance with the instructions	
indicated.] BOND NO		
address of surety], authorized to transact business and firmly bound unto [name of Procuring Entity] as of [amount of Bond] [amount in words], for the participal and Surety, bind ourselves, our successors a WHEREAS the Principal has submitted or will submitted or will submitted.	Thereinafter called "the Principal"), and [name, legal title, and in Kenya, as Surety (herein after called "the Surety"), are held so Obligee (hereinafter called "the Procuring Entity") in the sum ayment of which sum, well and truly to be made, we, the said and assigns, jointly and severally, firmly by these presents. In a written Tender to the Procuring Entity dated the, for the supply of [name of Contract] (hereinafter called the	
NOW, THEREFORE, THE CONDITION OF THIS	OBLIGATION is such that if the Principal:	
a) has withdrawn its Tender during the period of Tender Validity Period"), or any extension then	Tender validity set forth in the Principal's Form of Tender ("the reto provided by the Principal; or	
having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Perio or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) ha failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Procuring Entity's tendering document.		
Procuring Entity's first written demand, without the P	e Procuring Entity up to the above amount upon receipt of the Procuring Entity having to substantiate its demand, provided that demand arises from the occurrence of any of the above events,	
	nain in full force and effect up to and including the date 28 days riod set for thin the Principal's Form of Tender or any extension	
INTESTIMONY WHEREOF, the Principal and the irrespective names this day of20.	ne Surety have caused these presents to be executed in the	
Principal: Corporate Seal (where appropriate)	Surety:	
(Signature)	(Signature)	
Printed name and title) (Printed name and title)		

10. FORM OF TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

ITT No.: [number of Tendering process]

Alternative No.: [insert identification No if this is a Tender for an alternative]

To: [complete name of Procuring Entity] We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration. We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* Name of the person duly authorized to sign the Tender on behalf of the

Tenderer**		Title of the person
signing the Tender		
Signature of the person named above_		
Date signed_	day of	,

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.

^{*:} In the case of the Tender submitted by 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 attached to the Tender

PART II – PROCURING ENTITY'S REQUIREMENTS

The evaluation criteria will be carried out as stipulated in SECTION III CLAUSE 4 OPTION 2

CRITERIA FOR PRELIMINARY EVALUATION

Item No.	Qualification Criteria	Reference	Qualification Requirement Bids will be examined to determine whether they are complete and submitted in accordance with ITT/TDS requirements as per below criteria on a Yes/No basis
1	Form of Tender	Section IV	Tenderer must fill the Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. -Amount must be indicated
			- Properly fill, sign and stamp
2	Power of Attorney	TDS	Authorization to sign on behalf of the Tenderer shall be in form of: POWER OF ATTORNEY
3	Certificate of incorporation	ITT 4	Provide Certified copy of certificate of incorporation
4	Certified copy of Recent CR12	TDS	Provide certified copy not later than 6 months from date of tender opening from registrar of Companies
5	Valid Tax compliance certificate for Kenyan registered firms	ITT 19.11	Valid Tax compliance certificate for Kenyan registered firms
6	Tenderers Eligibility Confidential Business Questionnaire	Section IV;	 Properly fill, sign and Stamp Provide all required information
7	Tender security (Tender Bond) Tender validity period shall be as stated in TDS.	Section IV, Form of Tender bond/tender declaration form	Tender Security shall be required, the amount and currency of the Tender Security shall be Ksh. 500,000.00 and in the format provided for in FORM OF TENDER SECURITY (TENDER BOND and The Tender validity period shall be as stated in TDS.
8	PPRA Debarment	ITT 4.6	Not having been declared ineligible by the PPRA as described in ITT 4.6
9	State- owned Enterprise	ITT 4.7	Meets conditions of ITT 4.7
10	Conflict of Interest	ITT 3.2	No conflicts of interest in accordance with ITT 3.2
11	Debarment	Section IV Form SD 1	Properly fill, sign and StampProvide all required information
12	Fraud and Corruption	Section IV Form SD 2	Properly fill, sign and StampProvide all required information
13	For Kenyan tenderers, the tenderer is registered with ICTA & CA	TDS	Attach the following certification/accreditation certified by commissioner for oaths

Item No.	Qualification Criteria	Reference	Qualification Requirement Bids will be examined to determine whether they are complete and submitted in accordance with ITT/TDS requirements as per below criteria on a Yes/No basis	
			 ICTA 1 - Networks ICTA 3 - Information Security ICTA 1 - Data Centre ICTA 1 - Systems and Application ICTA 3 - End User Devices CA - Telecommunications Contractor EPRA Class A Electrical Compliance Certificate of Data Protection for Data Controller Certificate of Data Protection for Data Processor 	
14	History of Non performance	FORM CON -2	Tenderer shall demonstrate that Non-performance contracts did not occur in the last five years.	
15	Pending litigation	FORM CON-2	The tender shall provide information in the appropriate form (FORM CON-2	
16	Litigation History	FORM CON- 2	No consistent history of court/arbitral award decisions against the tenderer for last five years Fill the form provided, stamp and sign	
17	Serialization	ITT 13.2	Tenderer to chronologically and sequentially serialize all pages of the tender document including the cover page.	
18	Bid Document	Tender Notice	 Bid documents shall be properly bound The original tender document shall not be rearranged All attachments by the tenderer should be placed after the last page of the original tender documents. 	

Evaluation criteria will be weighted at 80% technical and 20 % financial

TECHNICAL EVALUATION CRITERIA

The technical qualification will carry a weight of 80%

REQUIREMENTS	COMPLIANT (PASS/FAIL)
Specific Firm Experience	
Nature of Business should be System and/ or Network Integration and must have experience for at least six (6) Years.	
1. Participation as contractor, or subcontractor in at least one ITS/ Data Centre project which included systems or facilities as parts of works scope in the project within the last three (3) years from the bid issuing date, each with a value of at least KSh. Six million (KSh. 6,000,000.00)	
The bidder must provide copies of the following: ✓ Letter of Award/Local Purchase/Service Order/Signed Contract Agreement	

2. The firm must provide proof of experience for at least 3 previous customers with a value of at least Ksh. Fifty Million (Ksh. 10,000,000) in the past 3 years. The Bidder must	
provide copies of the following: ✓ Letter of Award/ Local Purchase/ Service Order/ Signed Contract Agreement.	
Implementation Methodology & Service Plan	
The degree of appropriateness between the presented approach and the requirements of the TOR and the presence of the logical approach and methodology to implement the assignments indicated in the TOR.	
The degree of the presence of an alternative and unique approach, comments, and suggestions on the TOR which would improve the quality/effectiveness of the project without substantially changing the requirements of the TOR.	
The degree of the appropriateness, consistency, and logicality approach of the work plan which is a bar chart showing the timing of the major activities proposed in the methodology and major milestones including meetings, reports, and output.	
Completeness of Proposed Service Level Agreement (SLA) indicating Service plan of the TMC, Escalation matrix and contacts, and support engagement with OEMs.	
Attach a comprehensive escalation procedure for fault reporting with contact information for staff	
Attach a Comprehensive schedule for the preventive maintenance	
Key Staff	
Project Manager	
At least 8 years as a project manager in System or Network Integration	
Bachelor's degree in Information Technology/Computer Science /Electric-Electronic Engineering field	
Certification as a professional in Project Management (PMP)/ Prince2/ Agile / Cisco/Huawei Certifications	
Demonstrated experience maintaining a TMC or ITS infrastructure.	
Lead Implementation Engineer	
At least 5 years in System or Network Integration	
Bachelor's degree in Information Technology/ Computer Science /Electric-Electronic Engineering field	
Experience with ITS infrastructure, including sensors, cameras, and vehicle detection systems.	
Software & Network Management: Proficiency in managing advanced traffic management software (ATMS), and communication networks.	
Certification as a professional in either Cisco/Huawei or any other Data Centre OEM accreditation.	
Technical Personnel	
At least 3 years in System or Network Integration	
Diploma in Information Technology/ Computer Science /Electric-Electronic Engineering field	
Must have minimum Class A EPRA Electrician License	

Only the bidders who pass the technical evaluation above will proceed to Financial Evaluation

FINANCIAL EVALUATION

DETAILED ANALYSIS OF THE PRICE SCHEDULE BASED ON REQUIREMENTS LISTED IN SCHEDULE OF REQUIREMENTS AND QUOTED FOR BY THE BIDDER IN FORM OF BID AND PRICE SCHEDULE PROVIDED

Award = Lowest priced technically responsive, eligible and qualified bid

SECTION VII - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are:-

- (a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule insufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS

(Describe Out puts and Performances, rather than Inputs, wherever possible) Notes on Specifications

A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Tenders. In the context of international competitive Tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is encouraged. Most specifications are normally written specially by the Procuring Entity to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in this document

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Kenya or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

If technical alternatives for parts of the Services are permitted in the tendering document, these parts shall be described in this Section.

These Notes for Preparing Specifications are intended only as information for the Procuring Entity or the person drafting the tendering document.

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

A. General Provisions

1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6:
- g) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- h) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- i) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- k) "Government" means the Government of Kenya;
- 1) "Local Currency" means Kenya shilling;
- m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider rights and obligations towards the Procuring Entity under this Contract.
- n) "Party" means the Procuring Entity or the Service Provider, as the case may be, and "Parties" means both of them:
- o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- p) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- q) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- s) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- v) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- w) "Project Manager" shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.

x) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC.**

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified** in the SCC.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, *inter alia*, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. <u>Commencement, Completion, Modification, and Termination of Contract</u>

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.3 Commencement of Services

2.4 Program

2.5 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.6 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.6 Modification

2.6.1 Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.6.2 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in(a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.7 Force Majeure

2.7.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative Measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.7.4 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed

for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.8 Termination

2.8.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through

(d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) If the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.8.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and

(b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to

this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) enteringintoasubcontractfortheperformanceofanypartoftheServices,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and
- d) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix Bin the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC.**

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and

- experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

- 6.1.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.1.2 Where the contract price is different from the corrected tender price, in order to ensure the contract or is not paid less or more relative to the contract price (*which would be the tender price*), any part payment valuation and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a <u>plus or minus</u> percentage. The percentage already worked out during tender evaluation is worked out as follows: (*corrected tender price-tender price*)/tenderpriceX100.

6.2 Contract Price

- a) The price payable is set forth in the SCC.
- b) No price will be payable in foreign currency.

6.3 Payment for Additional Services, and Performance Incentive Compensation

- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- **6.3.2 If the SCC so specify,** the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$P_c = A_c + B_c Lmc/Loc + C_c Imc/Ioc$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

 A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

- 6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC.** The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice,

the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. <u>Settlement of Disputes</u>

8.1 Contractor's Claims

- 8.1.1If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 8.1.2If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 8.1.3The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 8.1.4The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contract or to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full Supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
 - a) This fully detailed claim shall be considered as interim;
 - b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.
 - 8.1.6 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall never the less give his response on the principles of the claim with in the above defined time period.
- 8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 8.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only been titled to payment for such part of the claim as he has been able to substantiate.
- 8.1.9 If the Project Manager does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].
- 8.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this

8.2 Matters that may be referred to arbitration

- **8.2.1** Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the Services or termination of the Contract by either party:
 - a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

Where a Notice of Dissatisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty- sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

- 8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.
 - 8.4.2The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
 - 8.4.3 Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
 - 8.4.5 Arbitration may commence prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.
 - 8.4.6The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

8.5 Arbitration with proceedings

- 8.5.1In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
 - i) Law Society of Kenya or
 - ii) Chartered Institute of Arbitrators (Kenya Branch)
- 8.5.2The institution written to first by the aggrieved party shall take precedence overall other institutions.
- 8.5.3The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the

- Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 8.5.4Provided that no arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 8.5.5Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 8.5.6The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 8.5.7The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 8.5.8The award of such Arbitrator shall be final and binding upon the parties.

8.6 Failure to Comply with Arbitrator's Decision

8.6.1 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

9. The Adjudicator

- 9.1. Should the Adjudicator resign or die, or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.
- 9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is NOT APPLICABLE
1.1(w)	Project Manager is Assistant Director ITS
1.1(e)	The contract name is PROCUREMENT OF MAINTENANCE SERVICES FOR THE TRAFFIC MANAGEMENT CENTRE
1.1(h)	The Procuring Entity is KENYA URBAN ROADS AUTHORITY
1.1(m)	The Member in Charge is NOT APPLICABLE
1.1(p)	The Service Provider is
1.4	The addresses are: Procuring Entity: KENYA URBAN ROADS AUTHORITY BARABARA PLAZA, MAZAO ROAD, OFF AIRPORT SOUTH ROAD info@kura.go.ke
1.6	The Authorized Representatives are: For the Procuring Entity: AD (ITS) For the Service Provider:
2.1	The date on which this Contract shall come into effect is
2.2.2	The Starting Date for the commencement of Services is
2.3	The Intended Completion Date is
2.4.1	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are:
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle
3.5(d)	The other actions are]
3.7	Restrictions on the use of documents prepared by the Service Provider are:
3.8.1	The liquidated damages rate is per day The maximum amount of liquidated damages for the whole contract is

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract		
	percent of the final Contract Price.		
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is		
5.1	The assistance and exemptions provided to the Service Provider are:		
6.2(a)	The amount in Kenya Shillings		
6.3.2	The performance incentive paid to the Service Provider shall be: NOT APPLICABLE		
6.4	Payments shall be made according to the following schedule:		
	Advance for Mobilization, Materials and Supplies: percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.		
	• Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators:		
	(indicate milestone and/or percentage)		
	(indicate milestone and/or percentage) and		
	(indicate milestone and/or percentage)		
	Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.		
	• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.		
	The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.		
6.5	Payment shall be made within 60days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and withindays in the case of the final payment.		
	The interest rate is		
6.6.1	Price adjustment is NOT APPLICABLE in accordance with Sub-Clause 6.6.		
	The coefficients for adjustment of prices are:		
	(a) For local currency:		
	A _L is		
	B _L is		
	C _L is		
	L _{mc} and L _{oc} are the index for Labor from		
	I_{mc} and I_{oc} are the index for from		
	(b) For foreign currency		
	A _F is		
	B _F is		
	C _F is		
	L_{mc} and L_{oc} are the index for Labor from		
	I_{mc} and I_{oc} are the index for from		

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: CONFIRMATION BY THE CLIENT'S TECHNICAL OFFICER AND RELEVANT DOCUMENTS SIGNED BY BOTH PARTIES The Defects Liability Period is NOT APPLICABLE
9.1	The designated Appointing Authority for a new Adjudicator is NOT APPLICABLE
9.2	The Adjudicator is NOT APPLICABLE Who will be paid a rate of per hour of work. The following reimbursable expenses are recognized:

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

Appendix C - Subcontractors

List under: C-1 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1.

Appendix D – Breakdown of Contract Price *List here the elements of cost used to arrive at the breakdown of the lump-sum price. This appendix will exclusively be used for determining remuneration for additional Services.*

Appendix E - Services and Facilities Provided by the Procuring Entity

Section X - Contract Forms

Table of Forms

- 1. PERFORMANCE SECURITY OPTION 1–(Unconditional Demand Bank Guarantee)
- 2 PERFORMANCE SECURITY OPTION 2– (Performance Bond)
- 3. ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

FORM NO. 1 - PERFORMANCE SECURITY - (Unconditional Demand Bank Guarantee)

[Guar	cantor letterhead or SWIFT identifier code]
Benef	ficiary:[insert name and Address of Procuring
Entity] Date:[Insert date of issue]
PERF(ORMANCE GUARANTEE No. :
Guara	antor: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	We have been informed that (herein after called" the Applicant") has entered into Contract No with the Beneficiary, for the execution of (herein after called" the Contract").
2.	Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3.	At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of(), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4.	This guarantee shall expire, no later than the
5. The	Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
 [Name	e of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 - (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

	_	Performance Bond due to difficulties involved in calling Bond holder to action]			
_		or letterhead or SWIFT identifier code] ry:[insert name and Address of Procuring	ŗ		
		Insert date of issue]			
		MANCE BOND No.:			
Gua	arant	or: [Insert name and address of place of issue, unless indicated in the letterhead]			
1.	and cal (he tru Co	this Bond as Principal (hereinafter called "the Cont	reinafter Obligee well and able, the		
2.	pla	IEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the			
3.	fair voi Pro	W, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promphfully perform the said Contract (including any amendments thereto), then this obligation shall be a d; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared curing Entity to be, in default under the Contract, the Procuring Entity having performed the Printy's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:	null and		
	1)	Complete the Contract in accordance with its terms and conditions; or			
	2)	Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for continuous the Contract in accordance with its terms and conditions, and upon determination by the Procuring and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tender Procuring Entity and make available as work progresses (even though there should be a defausuccession of defaults under the Contract or Contracts of completion arranged under this para sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not excinctly including other costs and damages for which the Surety may be liable hereunder, the amount set the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shat the total amount payable by Procuring Entity to Contractor under the Contract, less the amount paid by Procuring Entity to Contractor; or	g Entity erer, and nult or a ragraph) ceeding, forth in		
	3)	Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in acc with its terms and conditions up to a total not exceeding the amount of this Bond.	ordance		
4					

- 4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
- 5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

0.	these presents to be sealed with his corporate seal duly attested by the signature of his legal representations.					
	•	of	•			
SIGN	NED ON			on behalf of		
Ву				_in the capacity		
of In the presence of			SIGNED ON			
			on behalf o	f		
Ву			in the capacity	of		
In the	e presence of					

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee] [Guarantor letterhead or SWIFT identifier code] [Guarantor letterhead or SWIFT identifier code] Beneficiary: _______ [Insert name and Address of Procuring Entity | Date: [Insert date of issue] **ADVANCE PAYMENT GUARANTEE No.:** [Insert guarantee reference number] **Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead] We have been informed that _____ (herein after called "the Applicant") has entered into Contract No. _____ dated ____ with the Beneficiary, for the execution of _____ 1. (herein after called" the Contract"). 2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum () is to be made against an advance payment guarantee. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum 3. or sums not exceeding in total an amount of _____() upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant: Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or Has failed to repay the advance payment in accordance with the Contract conditions, specifying the b) amount which the Applicant has failed to repay. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from 4. the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number at . The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment 5. repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of, 2,2 whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one 6. year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee. [Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."