



KENYA RURAL ROADS AUTHORITY

TENDER FOR

SUPPLY, INSTALLATION AND MAINTENANCE OF; DOOR ACCESS CONTROL SYSTEM (DACS) AT KeRRA OFFICES

TENDER NO. KeRRA/011/37/01/2019-2020

AUGUST, 2019

DEPUTY DIRECTOR -ICT KENYA RURAL ROADS AUTHORITY P.O. BOX 48151-00100 <u>NAIROBI</u>	DIRECTOR GENERAL KENYA RURAL ROADS AUTHORITY P.O. BOX 48151-00100 <u>NAIROBI</u>
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SECTION I – INVITATION TO TENDER

TENDER REF NO. KeRRA/011/37/01/2019-2020

TENDER NAME: SUPPLY, INSTALLATION AND MAINTENANCE OF DOOR ACCESS CONTROL SYSTEM AT KeRRA HEAD OFFICE

- 1.1 The Kenya Rural Roads Authority invites sealed bids from eligible Candidates for Supply, Installation and Maintenance of Door Access Control System at KeRRA Head Office.
- 1.2 Interested eligible candidates may obtain further information and inspect/download the Tender documents free of charge from Kenya Rural Roads Authority Website: www.kerra.go.ke and/or www.tenders.go.ke
- 1.3 Completed tender documents duly serialized, enclosed in plain sealed envelope and clearly marked with the tender number **KeRRA/011/37/01/2019-2020** and tender name: "**Supply, Installation and Maintenance of Door Access Control at KeRRA Head Office**", should be deposited in the Tender Box located on 6th Floor Blue Shield Towers, Hospital Road Upper Hill or be addressed and sent to the address below:

**The Director General
Kenya Rural Roads Authority
P.O Box 48151-00100
6th Floor,
NAIROBI**

So as to be received on or before **11:00 am Friday, 23rd August 2019**.

- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (150) days from the closing date of the tender.
- 1.5 A Pre Tender site visit meeting shall be held on Monday, 15th August, 2019 at 10.00 a.m. Bidders should assemble at Barabara Plaza situated Off Mombasa Road, Opp. KCAA Building along Airport South Road, JKIA.
- 1.6 Tender opening will take place on Friday, 23rd August 2019 at the Board Room of Kenya Rural Roads Authority, 6th Floor, Blue Shield Towers, Hospital Road, Upper hill, Nairobi.

**Margaret Muthui
FOR: DIRECTOR GENERAL**

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

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

2.5 Amendment of documents

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

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

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

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

- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:

- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 150 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 **Sealing and Marking of Tenders**

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

The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”

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

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

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 no later than *(day, date and time of closing)*

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at ... (*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

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

2.27 **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.28 **Corrupt or Fraudulent Practices**

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Tender is open to all Eligible citizen tenderers
2.2.2 2.2.3	Tender documents can be obtained free of charge from the Kenya Rural Roads Authority Website: www.kerra.go.ke and/or www.tenders.go.ke
2.10	Prices shall be quoted in Kenya Shillings (Kshs).
2.11	<p>Particulars of eligibility and qualifications documents of evidence required as follows;</p> <p>(A) Stage One: Mandatory Requirements</p> <ol style="list-style-type: none"> 1. Certificate of Incorporation by Registrar of Companies. 2. Current Single Business permit. 3. VAT/PIN Certificate. 4. Valid Tax Compliance Certificate. 5. Current Certified CR12 Certificate from the Registrar of Companies. This should be provided with certified copies of identification documents of Directors (ID or Passport) 6. Submit a written Power of Attorney Authorizing the signatory of the bid to commit the bidder 7. Tender Security/ Bid bond of Kshs. One Hundred and Fifty Thousand (Kshs. 150,000) valid for 30 days beyond the tender validity period. 8. Duly signed Manufacturers Authorization letter or Certificate of Agency 9. Attach copies of Audited Financial Statements for the last three years i.e. 2018, 2017 and 2016 10. Properly filled, signed and stamped confidential Business Questionnaire 11. Presentation of the entire tender document must be in a logical table of content and page numbers should be serialized 12. The bidders shall provide a written document extending 1-year warranty of the Goods & services to the Authority 13. Duly signed & stamped Pre-Tender site visit certificate 14. (signed by Authorized KeRRA staff) 15. Signed and stamped Anti-Corruption Declaration Form

2.11	(B) Stage 2 Technical Evaluation Criteria			
	NOS	Evaluation Attribute	Weighting Score	Max Score
	1	Company Core Business: Nature of Business, Reputation of Organization and Staff, Credibility, Reliability, Industry Standing and should be an IT company and must have been in existence for at least 5 Years (10 Marks)	<ul style="list-style-type: none"> 5 Years and above: Others prorated at: $\frac{\text{Number of years} \times 10}{5}$ 	10
	2	Provide a list of clients or companies where you have implemented similar solution successfully in the last 4 years. Attach evidence of successful completion including Completion certificates, LPOs/Contracts/Reference Letters. (10 Marks)	<ul style="list-style-type: none"> 4 or more clients: Others prorated at: $\frac{\text{Number of clients} \times 10}{4}$ 	10
	3.	Compliance to Technical DACS specifications as per Section VI – Description of Services (15 Marks)	<ul style="list-style-type: none"> Over 95% compliance (15 Marks) Between 85% and 94% (10 Marks) Between 70% and 94% (5 Marks) Below 75% (0 Marks) 	15
	3	Methodology of solution deployment (10 Marks)	i. The Proposed Solution (2 marks) ii. Delivery, Installation and Training plan (4 marks) iii. Pre-commissioning and Testing Plan (4marks)	10
	4	Provide a list of qualified technicians in the company. At least three (3) technical specialists certified in the relevant field (12 Marks)	<ul style="list-style-type: none"> 3 or more technical Specialists/Engineers: 10% Others prorated at: $\frac{\text{No. of technical specialists} \times 10}{3}$ 	6

		<ul style="list-style-type: none"> • 3 or more technicians/Engineers with relevant Certification: 20% • Others prorated at: $\frac{\text{No. of technicians} \times 10}{3}$ 	6	
5	Delivery/ completion period after the award of tender (the quoted period should be realistic) (8 Marks)	<ul style="list-style-type: none"> • Shortest period earns maximum marks 	8	
6	Maintenance or service plan of the system (Warranty / Support). (15 Marks)	<ul style="list-style-type: none"> • Attach proof of Manufacturer's support for Hardware and Firmware as far as updates are concerned for the duration of the contract period. (5 Marks) • Attach Comprehensive online & offline support and maintenance schedule including 24/7 availability of 1 staff for the duration of the maintenance period. (10 marks) 	15	
	Financial capacity: (20 Marks)	<ul style="list-style-type: none"> • Cash flow of Kshs. Five (5) Million equivalent working capital. (10 Marks) • Average Turnover of Ksh.10 million. Please attach companies audited account for the last two years. (10 marks) 	20	
	Total			100

2.12	<p>Tender Security: Kshs. 150,000 valid for an additional thirty (30) days after the expiry of the tender validity period.</p> <p>Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by The Public Procurement Regulatory Authority (PPRA).</p>
2.13	Validity of Tenders: Tenders Shall remain valid for 150 days after date of tender opening

<p>2.15.1 (a) (b)</p>	<p>The inner and outer envelopes shall be placed in a sealed envelope clearly marked “ORIGINAL” and “COPY” and addresses as bullet 2.15.1 (a) (b) below;</p> <p>(a) be addressed to KeRRA at the address given below;</p> <p style="text-align: center;">The Director General, Kenya Rural Roads Authority, P.O Box 48151-00100, BlueShield Towers, 6th Floor, <u>NAIROBI.</u></p> <p>(b) bear tender number KeRRA/011/37/01/2019-2020 and name in the Invitation to Tender and the words, “DO NOT OPEN BEFORE Friday, 23rd August, 2019 at 11 A.M”</p>
<p>2.16</p>	<p>Tenders must be received before and no later than Friday, 23rd August, 2019 at 11.00am.</p> <p>Tenders to be deposited at the Tender Box Located at KeRRA’s 6th Floor Office in BlueShield Towers, Upper Hill.</p>
<p>2.18.1</p>	<p>KeRRA will open all tenders in the presence of tenderers’ representatives who choose to attend on Friday, 23rd August, 2019 in KeRRA’s 6th Floor Board Room, BlueShield Towers, Upper Hill.</p>
<p>2.22</p>	<p>Stage 2 Evaluation Criteria</p> <p>The Evaluation criteria for the Technical & Financial Proposals will be as follows;</p> <p><i>Technical Evaluation</i></p> <ul style="list-style-type: none"> • Weighting – the technical score will be 80% to pass to Financial Evaluation <p><i>Award</i></p> <ul style="list-style-type: none"> • Any bidder scoring 80% from the technical evaluation will have their financial bid evaluated. The award will be made to the lowest priced bidders.
<p>2.27</p>	<ul style="list-style-type: none"> • The successful bidder shall furnish the employer with a Performance Security, 5% of the contract price. The Performance Security shall be presented in the form of a bank guarantee issued by a bank operating in Kenya and shall be in a format prescribed by the employer. • The proceeds of the Performance Security shall be payable to the KeRRA as compensation for any loss resulting from the Bidder’s failure to complete its obligations under the Contract.
<p>Other’s as necessary</p>	<p>A Pre-bid site visit will be held on 15th August, 2019 at 10.00 A.M at Barabara Plaza situated Off Mombasa Road, Opp. KCAA Building along Airport South Road, JKIA.</p> <p>All bidders will be required to submit a site visit certificate with their tender. The certificate will be signed by an Authorized KeRRA employee.</p>

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
 - a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.

- 3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

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

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

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

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

3.10 Termination for Default

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

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

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC

Table 4.1 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.1 Definitions	<ul style="list-style-type: none"> • The Procuring entity means Kenya Rural Roads Authority
3.2 Application	<ul style="list-style-type: none"> • The General and Special condition shall apply to this contract for the procurement of Supply, Installation and Commissioning of Door Access Control System (DACS).
3.8 Payment	<p>Implementation Costs</p> <ul style="list-style-type: none"> • 90% shall be paid upon successful Delivery, Installation, Implementation and Training of the solution • 10% shall be paid upon expiry of the 1-year FREE Post Implementation Support period. <p>Maintenance Costs</p> <ul style="list-style-type: none"> • Invoicing shall be done on a Quarterly basis and payments shall be effected Thirty (30) days after receipt of invoice
3.14 Resolution of Disputes	<ul style="list-style-type: none"> • If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.
Others	<ul style="list-style-type: none"> • The Duration for Delivery, Installation, Testing and Training will be Thirty (30) days • The Maintenance Contract period shall be 3 years, out of which the 1st year shall be a FREE Post Implementation Support period • The Maintenance Contract is renewable once for another term of 3 years. This is subject to approval and satisfactory performance • Tenderer is expected to provide a breakdown of maintenance costs for the 2 year period after the free support period

SECTION V – SCHEDULE OF REQUIREMENTS

The Authority seek to implement a new Door access control system at Barabara plaza offices, which shall comprise of Readers, Door locks, all related accessories and installation of required software.

Pricing Table/Guide

No.	Item Description	Quantity
1.	Readers (Minimum)	90
2.	Magnetic door locks (Minimum)	45
3	Controller	1
4	Software (including Main access management software, Visitors Management software etc)	Lump Sum
5	Related Accessories (Power cables, Siemon Cat 6E cables etc)	Lump Sum
6	Installation cost	Lump Sum
7	Training (for 10 ICT Officers)	Lump Sum
8	Maintenance (3 years – first year maintenance shall be free)	Annual
9	RFID cards including branding as specified	50

Implementation timelines: Max Thirty (30) days after the signing of the contract.

SECTION VI: DESCRIPTION OF SERVICES

6.1 INTRODUCTION

The Authority seek to implement a new Door access control system at Barabara plaza offices. This follows the recent upgrade of systems (LAN, WAN, Datacenter). The system currently at BlueShield towers is considered obsolete due to among others changes in technology that have occurred since its implementation in the year 2010 (implemented by public works department) as well as lack of support from the manufacturer, which exposes it to emerging security vulnerabilities.

Implementation of this system is essential in controlling access to controlled areas, management of visitors and enhancing general security of both staff and other assets at our new offices in Barabara plaza.

6.2 TECHNICAL SPECIFICATIONS FOR DOOR ACCESS CONTROL SYSTEM (DACS)

- i. The DACS shall comprise of Readers, Door locks, all related accessories and installation.
- ii. The DACS shall support at minimum two-factor authentication including Finger print, Card (Smart RF card, Proximity RF card, Near field Communication (NFC) and PIN
- iii. The DACS shall support operation with 1:1 (one to one) verification mode or 1:N (one to many), identification mode.
- iv. The DACS should operate either as standalone or in network mode and allow for centralized management.
- v. The DACS shall continue to operate in off-line mode. When the network connection restored, the reader shall automatically upload and synchronize its database with the server. It shall have transaction buffer capacity of not less than 500,000 events.
- vi. The DACS should have support at minimum 5,000 users.
- vii. The DACS shall include a FP scanner that uses capacitive verification techniques for the live finger recognition and resistance of the human skin.
- viii. The Door Controller provided shall be able to be used for both access control and as an enrollment station.
- ix. The DACS should allow exit from a controlled workspace by pressing a reader embedded exit switch.
- x. The DACS components shall be able to withstand harsh environments for both indoor/outdoor used and provides a high degree of vandal resistance.
- xi. The Bidder shall supply and install the necessary software to manage the DACS enrollment for all users and configuration of the Controller access control operations.
- xii. DACS proposed shall support seamless integration with third party software such as visitor management system, Payroll etc.
- xiii. To demonstrate the compliance with the above specification, the bidder shall, together with the DACS, supply install and commission visitor management system fully integrated with the door controller.
- xiv. The solution will also include supply of 50 No. compatible RF cards to be used as visitor pass, which will be branded as per the employer provided design.
- xv. The bidder shall provide software solutions for storing and archiving events from all the controllers automatically synchronized through LAN (Wireless or Wired Connection).
- xvi. The DACS shall provide the following mode of connection; Wireless including Wi-Fi, 3G/4G/LTE, Wired including standard Ethernet with POE support and USB.

- xvii. The Bidder shall provide all the Hardware and Software required to operationalize the systems.
- xviii. The DACS shall support Micro SD card in retrieving transaction events.
- xix. The door controller should achieve and or exceed the following performance Metrics;
 - Identification time of less than 1 second
 - Verification Time of less than 1 second
 - Equal error rate not exceeding 0.1%
- xx. The DACS firmware and related software must be upgradable. The bidder shall be required to show evidence that the proposed door controller is actively supported by the manufacturer through regularly provided patches on a platform accessible to vendors and/ users of the solution e.g. through the manufacturer website.
- xxi. During enrollment process, the Door Controller and software used for capturing the finger-print shall provide, but not limited to the following:
 - a. The FP image shall have a minimum size of 256 x 360 pixels
 - b. Provide full visibility of the ridge details including texture, continuity, edges and pores.
 - c. Allow for real-time on-screen preview of the FP image while performing the FP capture.
 - d. Allow rotation of finger print placement
 - e. Minutiae file size of at least 256 bytes.
 - f. The FP enrollment process shall support a percentage estimation of the image quality such that the operator can accept or reject the enrolled FP.
 - g. Up to a maximum of 10 FP templates shall be allowed to be assigned to a single user.
 - h. The enrolled FP templates shall be stored in the Access Control System centralized database as well as within the reader's memory storage.
 - i. The FP templates stored shall incorporate a date stamp and shall record the number and/or name of the finger taken.
- xxii. The bidder shall be expected to deliver a working solution, which shall include the specified door controller, related software, and installation and completion shall be based on a working system and not delivery of individual parts.
- xxiii. All the controllers shall be powered from a central location. The power shall be tapped from the UPS located in the datacenter on second floor of Barabara plaza. Bidders may request to site survey before bidding.
- xxiv. The contract shall include support for a 3-year period after installation and configuration.
- xxv. The Bidder shall ensure that the DACS must be expandable in the following areas:
 - a. The system shall be designed to allow foreseeable changes in the Authority
 - b. Additional hardware units shall easily be added without any modification to the existing hardware, software and network configuration,
 - c. All systems shall provide for future expansion and connection to KeRRA Regional offices.
- xxvii. Technology Transfer: Bidders will be required to train at least 10 ICT staff on the routine tasks to be carried out on the system e.g. enrollment, report generation
- xxviii. This solution should include or incorporate a Visitors Management Application
- xxix. System should allow grouping of door locks and varying security modes (e.g Fail safe/ Fail secure modes) based on defined groups. For instance, the emergency exit doors should default to the fail-safe mode in case of emergency.

SECTION VII- STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____
Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. [insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of . [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20_____
[signature] [In the capacity of] _____
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of ____.

No.	Item Description	Quantity	Unit price (Kshs)	Total Price (Kshs)
1.	Readers	40		
2.	Magnetic door locks	20		
3	Controller	1		
4	Software (including Main access management software, Visitors Management software etc)	Lump Sum		
5	Related Accessories (Power cables, Siemon Cat 6E cables etc)	Lump Sum		
6	Installation cost	Lump Sum		
7	Training (for 10 ICT Officers)	Lump Sum		
7	Maintenance (3 years – first year maintenance shall be free)	Annual		
8	RFID cards including branding as specified	50		
SUB-TOTAL 1 (A)				
Add 10% Contingencies (B)				
SUB-TOTAL 2 (C) = (A+B)				
Add 16% VAT				
TOTAL (E) = (C+D)				

Signature of tenderer _____

NOTE: In case of discrepancy between unit price and total, the unit price shall prevail.

NOTE: The use of contingencies shall only be used subject to the approval of the Employer (KeRRA).

CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20____ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring entity's Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name
Location of Business Premises
Plot No, Street/Road
Postal address Tel No. Fax Email
Nature of Business
Registration Certificate No.
Maximum value of business which you can handle at any one time – Kshs.
Name of your bankers
Branch

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full..... Age..... Nationality..... Country of Origin..... Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr></thead><tbody><tr><td>1.</td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td><td></td></tr><tr><td>4.</td><td></td><td></td><td></td></tr></tbody></table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs.</p> <p>Given details of all directors as follows</p> <table><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr></thead><tbody><tr><td>1.</td><td></td><td></td><td></td></tr><tr><td>2.</td><td></td><td></td><td></td></tr><tr><td>3.</td><td></td><td></td><td></td></tr><tr><td>4.</td><td></td><td></td><td></td></tr></tbody></table>	Name	Nationality	Citizenship details	Shares	1.				2.				3.				4.			
Name	Nationality	Citizenship details	Shares																		
1.																					
2.																					
3.																					
4.																					
	Date..... Signature of Candidate.....																				

TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated..... [date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”)

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”) are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS..... [name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20____ to

supply.....

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

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

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

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

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

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of [amount of guarantee in figures and words]. We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(*FULL PARTICULARS*) _____

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO..... OF20.....

BETWEEN
..... APPLICANT
AND
..... RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We....., the above named Applicant(s), of address: Physical address.....
Fax No.....Tel. No..... Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely: -

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED (Applicant)

Dated on..... day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

DECLARATION FORM (Submitted with Technical Proposal)

I/We.....declare that

Pursuant to Section 62 of the Public Procurement and Asset Disposal Act (PPADA)

2015, that I/we will not engage in any corrupt and fraudulent practice and that I/we and my/our sub-contractor(s) are not debarred from participating in procurement proceedings.

Name(s) of Representative

.....

Signature(s).....Date.....

Stamp.....