



## **KENYA RURAL ROADS AUTHORITY**

### **TENDER FOR**

### **LEASING OF MULTI-FUNCTIONAL COLOUR NETWORK DUPLEX PRINTERS**

**TENDER NO. KeRRA/011/38/03/2019-2020**

**AUGUST, 2019**

**DEPUTY DIRECTOR -ICT  
KENYA RURAL ROADS AUTHORITY  
P.O. BOX 48151-00100  
NAIROBI**

**DIRECTOR GENERAL  
KENYA RURAL ROADS AUTHORITY  
P.O. BOX 48151-00100  
NAIROBI**

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## **SECTION I – INVITATION TO TENDER**

**TENDER REF NO: KeRRA/011/38/03/2019-2020**

**TENDER NAME: LEASING OF MULTI-FUNCTIONAL COLOUR NETWORK DUPLEX PRINTERS**

- 1.1 The Kenya Rural Roads Authority invites sealed bids from eligible Candidates for Leasing of Multi-functional Colour Network Duplex Printers.
- 1.2 Interested eligible candidates may obtain further information and inspect/download the Tender documents free of charge from the Kenya Rural Roads Authority Website: [www.kerra.go.ke](http://www.kerra.go.ke). and/or [www.tenders.go.ke](http://www.tenders.go.ke)
- 1.3 Completed tender documents duly serialized, enclosed in plain sealed envelope and clearly marked with the tender number **KeRRA/011/38/03/2019-2020** and tender name: “**Leasing of Multi-functional Colour Network Duplex Printers**”, should be deposited in the Tender Box located on 6<sup>th</sup> 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, 23<sup>rd</sup> 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, 15<sup>th</sup> August, 2019 at 12.00 noon. 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, 23<sup>rd</sup> August 2019 at the Board Room of Kenya Rural Roads Authority, 6<sup>th</sup> 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 who are prequalified
2.1	Tender is open to all <b>Eligible citizen</b>
2.2.2 2.2.3	Tender documents can be obtained free of charge from the Kenya Rural Roads Authority Website: <a href="http://www.kerra.go.ke">www.kerra.go.ke</a> and/or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a> .
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><b>(A) Stage One: Mandatory Requirements</b></p> <ol style="list-style-type: none"> <li>1. Certificate of Incorporation by Registrar of Companies.</li> <li>2. Current Single Business permit.</li> <li>3. VAT/PIN Certificate.</li> <li>4. Valid Tax Compliance Certificate.</li> <li>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)</li> <li>6. Submit a written Power of Attorney Authorizing the signatory of the bid to commit the bidder</li> <li>7. Tender Security/ Bid bond of Kshs. One Hundred and Fifty Thousand (Kshs. 150,000)</li> <li>8. Duly signed Manufacturers Authorization letter or Certificate of Agency</li> <li>9. Attach copies of Audited Financial Statements for the last three years i.e. 2018, 2017 and 2016</li> <li>10. Properly filled, signed and stamped confidential Business Questionnaire</li> <li>11. Presentation of the entire tender document must be in a logical table of content and page numbers should be serialized</li> <li>12. The bidders shall provide a written document extending 1-year warranty of the Goods &amp; services to the Authority</li> <li>13. Duly stamped and signed Pre-Tender site visit certificate (signed by Authorized KeRRA staff)</li> <li>14. Compliance with Machine specifications as provided in Section V</li> <li>15. Signed and stamped Anti-Corruption Declaration Form</li> <li>16. Methodology of solution deployment</li> </ol>



**(B) Stage 2 Technical Evaluation Criteria**

NOs	Evaluation Attribute	Max Score
1	<b>Company Core Business</b> 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"><li>• 5 Years and above:</li><li>• Others prorated at: <math display="block">\frac{\text{Number of years} \times 10}{5}</math></li></ul>	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"><li>• 4 or more clients:</li><li>• Others prorated at: <math display="block">\frac{\text{Number of clients} \times 10}{4}</math></li></ul>	10
3.	Compliance to Requirements & Technical Specifications as per sections V & VI(20 Marks) <ul style="list-style-type: none"><li>• Over 95% compliance (20 Marks)</li><li>• Between 85% and 94% (15 Marks)</li><li>• Between 70% and 94% (7 Marks)</li><li>• Below 75% (0 Marks)</li></ul>	20
3	Methodology of solution deployment (10 Marks) <ul style="list-style-type: none"><li>i. The Proposed Solution (1 marks)</li><li>ii. The proposed implementation approach (3marks)</li><li>iii. Delivery, Installation and Training plan (4 marks)</li><li>iv. Pre-commissioning and Testing Plan (2marks)</li></ul>	10
4	Provide a list of qualified technicians in the company. At least three (3) technical specialists certified in the relevant field (6 Marks) <ul style="list-style-type: none"><li>• 3 or more technical Specialists/Engineers: 6</li></ul>	6

		<ul style="list-style-type: none"> <li>Others prorated at:   <math display="block">\frac{\text{No. of technical specialists} \times 6}{3}</math> </li> </ul>		
	5	Compliance with delivery period after the award of tender as per clause 5.4.1 (4 Marks)	4	
	6	Maintenance or service plan of the system (Warranty / Support). (20 Marks) <ul style="list-style-type: none"> <li>i. Attach a comprehensive Service Level Agreement as per requirements in clause 6.3.5 (10 marks)</li> <li>ii. Attach Comprehensive online &amp; offline support and maintenance schedule including 24/7 availability of 1 staff for the duration of the maintenance period. (10 marks)</li> </ul>	20	
	7	Financial capacity: (20 Marks) <ul style="list-style-type: none"> <li>i. Cash flow of Kshs. Five (5) Million equivalent working capital.</li> <li>ii. Average Turnover of Ksh.10 million. Please attach companies audited account for the last three years.</li> </ul>	20	
	<b>Total</b>		<b>100</b>	
2.12	<b>Tender Security Kshs. 150,000</b> valid for an additional thirty (30) days after the expiry of the tender validity period.  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).			
2.13	Validity of Tenders: Tenders Shall remain valid for 150 days after date of tender opening			
2.15.1 (a) (b)	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>(a) be addressed to KeRRA at the address given below;</p> <p style="text-align: center;"> <b>The Director General,              Kenya Rural Roads Authority,              P.O Box 48151-00100,              BlueShield Towers, 6th Floor,  <u>NAIROBI.</u></b> </p> <p>(b) bear tender number <b>KeRRA/011/38/03/2019-2020</b> and name in the Invitation to Tender and the words, “<b>DO NOT OPEN BEFORE Friday, 23<sup>rd</sup> August, 2019 at 11 A.M</b>”</p>			

2.16	<p>Tenders must be received before and no later than Friday, 23<sup>rd</sup> August 2019 at 11.00am.</p> <p>Tenders to be deposited at the Tender Box Located at KeRRA's 6<sup>th</sup> Floor Office in BlueShield Towers, Upper Hill.</p>
2.18.1	KeRRA will open all tenders in the presence of tenderers' representatives who choose to attend, on Friday 23 <sup>rd</sup> August, 2019 in KeRRA's 6 <sup>th</sup> Floor Board Room, BlueShield Towers, Upper Hill.
2.24	<p><b>Stage 2 Evaluation Criteria</b></p> <p>The Evaluation criteria for the Technical &amp; Financial Proposals will be as follows;</p> <p><b><i>Technical Evaluation</i></b></p> <ul style="list-style-type: none"> <li>• Weighting – the technical score will be 80% to pass to Financial Evaluation</li> </ul> <p><b><i>Award</i></b></p> <ul style="list-style-type: none"> <li>• Any bidder scoring 80% from the technical evaluation will have their financial bid evaluated. The award will be made to the lowest priced bidders.</li> </ul>
2.27	<ul style="list-style-type: none"> <li>• The successful bidder shall furnish the employer with a Performance Security, <b>5%</b> 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.</li> <li>• 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.</li> </ul>
Other's as necessary	<p>A Pre-bid site visit will be held on 15<sup>th</sup> August, 2019 at 12.00 noon 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**

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded 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

### **3.4 Patent Right's**

- 3.4.1 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.

### **3.5 Performance Security**

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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.

### **3.6 Inspections and Tests**

- 3.6.1 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.
- 3.6.2 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.
- 3.6.3 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.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.7 Payment**

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

### **3.8 Prices**

- 3.8.1 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.

### **3.9 Assignment**

- 3.9.1 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**

- 3.10.1 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.
- 3.10.2 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.

### **3.11 Termination of insolvency**

The procuring entity may at the 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

- 3.11.1 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.

### **3.12 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.

### **3.13 Resolution of disputes**

- 3.13.1 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.
- 3.13.2 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.

### **3.14 Governing Language**

- 3.14.1 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.

### **3.15 Force Majeure**

- 3.15.1 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.

### **3.16 Applicable Law.**

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

### **3.17 Notices**

- 3.17.1 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
- 3.17.2 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
<b>3.1 Definitions</b>	<ul style="list-style-type: none"> <li>The Procuring entity means <b>Kenya Rural Roads Authority</b></li> </ul>
<b>3.2. Application</b>	<ul style="list-style-type: none"> <li>The General and Special condition shall apply to this contract for the procurement of Leasing of Multi-functional Colour Network Duplex Printers</li> </ul>
<b>3.13 Resolution of Disputes</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<b>3.7 Payment</b>	<ul style="list-style-type: none"> <li>Invoicing shall be done on a monthly basis and payments shall be effected Thirty (30) days after receipt of invoices.</li> <li>Penalty/liquidated damages of <b>2%</b> of the invoice value shall be charged if the cumulative downtime is greater than 24 hours in a month</li> <li>Cummulative downtime shall be computed as the sum of Printers (x) * No of hours not in use due to lack of maintenance or consumables, x being printers with downtime logs within the month under consideration.</li> </ul>
<b>3.8 Performance Security</b>	<ul style="list-style-type: none"> <li>The successful bidder shall furnish the employer with a Performance Security, <b>5%</b> 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.</li> <li>The proceeds of the Performance Security shall be payable to KeRRA as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.</li> </ul>
<b>Others</b>	<ul style="list-style-type: none"> <li>The Duration for Delivery, Installation, Testing and Training will be Sixty (60) days</li> <li>Maintenance Contract period will be 3 years' renewable once for another term of 3 years</li> <li>Tenderer is expected to provide a breakdown of maintenance costs for the 3-year Maintenance and support period</li> </ul>



## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **5.1 Multifunctional Printers Equipment Requirements**

#### **5.1.1 Equipment General Requirements**

1. All proposed equipment must be new and be from one manufacturer. All machines must meet or exceed the specifications and their year of manufacture should not be earlier than 2015.
2. Interested bidders must have documented qualifications/specifications on each piece of equipment.
3. The Kenya Rural Roads Authority seeks to implement digital technology via single platform, network based units capable of performing copying, printing, faxing and scanning concurrently to insure optimum output efficiency.
4. Maintain a consistent and standard physical platform facilitating ease of use and implementation.
5. Proposed equipment must have a common user-friendly interface.
6. Bidder must outline which devices are replaceable units (parts and Accessories)
7. Devices must log copy/print usage
8. Bidder must attach literature for each equipment model.
9. Allow for absolute network integrity and security via password protection or network login restricting access to the device as well as the network
10. Require no additional PC workstation to facilitate any scan or e-mail functionality
11. Scan new jobs while the device is network printing or copying without network interruption
12. Scan to desktop, e-mail, network repository, workflow applications
13. Provide for the storage of all network community e-mail addresses to reside at the device, retrievable and editable only by an authorized network administrator for updating and revision.
14. Allow for direct communication and workflow integration with print shop job queues
15. Allow network users to access Kenya Rural Roads Authority mail server via authorized network login and password
16. At the multi-tasking unit, gain access to the walk-up users mail account, personal sent-to lists, distribution lists, as well as Kenya Rural Roads Authority's e-mail directory via LDAP/Active Directory.
17. Enable end users to easily replace consumable components including:
  - ☐ Toner
  - ☐ Paper

19. Allow for integration with Active Directory.
20. Allow accounting usage via a server or designated host in the network

### 5.1.3 Functional Requirements

The functional requirement of the solution must provide for the following feature and Operational requirements as indicated below;

1. The proposed solution shall provide Kenya Rural Roads Authority staff with a user name and password on each of the printer to retrieve their print, scan and copy jobs. The printers should also allow AD supported accounting and authentication.
2. The printers shall provide for connection on a network and USB port.
3. All Kenya Rural Roads Authority staff shall produce the status page when required.
4. Provide staff with the training necessary to ensure optimized of the equipment to meet Kenya Rural Roads Authority requirements
5. Initial meter readings shall be provided as part of commissioning report for all Multi-functional printers (MFP)
6. The MFP's must be maintained under a preventive maintenance schedule for four (4) Times in a year. To ensure the copiers are in optimal condition and efficient.
7. All MFPs should be fitted with Voltage protection guards and stabilization devices to secure them from frequent power fluctuations.
8. All installation CDs, drivers and manuals must be provided
9. All MFPs leased printers must be set up to print and scan on the users' machines and must be on the network.
10. Report must be generated and time stamped by the Kenya Rural Roads Authority Staff from ICT Department and approved by the Head of ICT.
11. Reports TO BE SUBMITTED monthly for (12 months) with the following format below;

**Table 1.4 Monthly Reports Format**

SN	KeRRA Head office	January			February		
		PMR	CMR	NOC	PMR	CMR	NOC

**Key:**

1. PMR – Previous Meter reading
2. CMR – Current Meter reading
3. NOC – Number of Copies

*NB: The above report shall be accompanied by law logs as obtained from individual printer in use.*

## **5.2 Terms and Conditions**

1. All cost of delivery and installation shall be included.
2. Cost of installation and removal of the covered equipment will be the responsibility of the Bidder.
3. Installation of provided equipment shall be provided by the bidder
4. The risk of loss due to cause other than preventable (i.e. natural Disaster, Act of God) will remain with the bidder. Replaced equipment will not require new contract terms.
5. Bidder shall furnish a Certificate of Insurance.
6. Bidder shall describe their Quality Assurance Process, and especially defective product handling procedure.
7. Bidder shall provide their action plan for Disaster Recovery.
8. Contract negotiation between the Kenya Rural Roads Authority and selected bidder will take place upon award of contract. Please attach a copy of your contract terms and conditions.

## **5.3 Financial Considerations**

1. All responses must be based on a 36 months lease renewable every 12 months based on satisfactory performance.
2. One monthly invoice for all equipment itemized per printer.
3. Bidder will not charge shipping fees for consumables.
4. Training to end-user is included and will be provided upon installation.
5. All pricing will include equipment, maintenance & supplies including toners and spares.

## **5.4 Project Management Requirements**

The selected bidder shall be responsible for the project management, including planning, oversight, and project coordination. The following specific Project Management activities shall be performed.

### **5.4.1 Project Plan**

The selected bidder shall develop a comprehensive Project Plan for the delivery of the devices and all active equipment in the project.

1. It is expected that the Supply, Installation, Testing and Commissioning of the printers will be completed within the agreed period following the signing of the Contract.
2. Bidders are required to submit a phased schedule of works to enable critical activities to proceed with minimal interruptions.
3. The bidder is expected to adhere to this schedule or within variations as may be agreed with the Kenya Rural Roads Authority and which must ensure continuity of critical operations.

4. If the bidder fails to complete the installation and commissioning within the specified schedule, the bidder may be required to pay liquidation damages.

The Project Plan shall include the following:

- a) Deliverable Schedule of all MFPs to Kenya Rural Roads Authority
- b) Users and ICT Officers Training dates

**Note 3: Bidders shall submit a preliminary Project Plan that shall demonstrate delivery of printers within 45 days as part of their response to the bid.** The preliminary project plan shall provide specific details of the proposed master implementation plan and milestones.

#### **5.4.2 Project Staffing**

The Bidder shall;

1. Be responsible for providing adequate qualified staffing for the project to accomplish the implementation and provide the associated services in accordance with the contractually established schedule.
2. Provide a staffing plan in their proposal response that identifies all key personnel, describes their roles and responsibilities, provides an experience summary for each key person that supports his/her project role, and defines the reporting structure of the project within the Bidder's organization.
3. ***One Technical support personnel will be required to available on site during KeRRA's working hours for the duration of the Maintenance contract.***

#### **5.5 Organization Standards**

1. Walkup users must be able to scan a copy job while the unit is printing another job without the loss of any features.
2. Must have integrated copy and print queue/job status at the device user interface
3. Must have integrated copy/scan/print queue status at device and PC
4. Desktop control of capabilities with no network lags time

## 5.6 Distribution of Leased Printers

### Summary of Printer Distribution in Departments

S. No.	Directorate/Department	New location	Quantity (No.)
1	Audit	4 <sup>th</sup> floor, North Wing	1
2	Road Asset Management	1 <sup>st</sup> floor, North Wing	1
3	Director General	4 <sup>th</sup> Floor, East Wing	1
4	Monitoring & Evaluation	1 <sup>st</sup> floor, West Wing	1
5	Supply Chain Management	3 <sup>rd</sup> Floor, South Wing	1
6	Development	Ground floor, North Wing	1
7	Registry	3 <sup>rd</sup> Floor, West Wing	1
8	Research & Development	1 <sup>st</sup> Floor, South Wing	1
9	Finance	2 <sup>cd</sup> Floor, North Wing	1
10	Human Resource	2 <sup>cd</sup> floor, West Wing	1
11	Development	Ground Floor, West Wing	1
12	Survey	3 <sup>rd</sup> Floor, East Wing	1
13	Public Private Partnerships	Ground floor, East Wing	1
14	Planning	3 <sup>rd</sup> Floor, North Wing	1
15	ICT	2 <sup>cd</sup> Floor, South Wing	1
16	Risk Management & Quality Assurance	1 <sup>st</sup> Floor, East Wing	1
17	Public Affairs & Communication & Transport	2 <sup>nd</sup> Floor, East Wing	1
18	Boardroom	4 <sup>th</sup> Floor, South Wing	1
19	Library	4 <sup>th</sup> Floor, West Wing	1
<b>Total</b>			<b>19</b>

## 5.7 Proposal Format

### 5.7.1. Preparation of Technical Proposal

The Technical Proposal **MUST** contain the following:

**(Failure to provide the below information a Tenderer will be considered Non-responsive to the tender)**

- a) Profile of the firm. A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate among other things, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
  - b) Provide detailed documentation on the Tenderer Support structure; their escalation procedures and timelines for resolution of Hardware (part replacement times and part deliverable times to KeRRA Offices) and software related issues.
  - c) At least three detailed reference sites supported by the Tenderer together with contact details of the personnel in these organizations.
  - d) Profile of the technical support staff to be involved in the work, with emphasis on academic qualifications, and experience in managing MFP printers.
  - e) Proposed work plan on the basis of the proposed time schedule outlined in the Terms of Reference / Technical Specifications. The work plan will set out the approach to the following activities:
    - i. Preventive maintenance schedules and deliverables
    - ii. Response times to be included in the Service Level Agreement (SLA):
1. Emergency Calls (**Critical** –(MFP)Printer not operational) - Maximum response time will be 2 hours to Employer's site.
  2. Non-Emergency calls (**Major** – Printer/shredder in operation but with possibility of degradation of service) - Maximum response time will be 2 hours to Employer's site.
  3. Non-Emergency calls (**Minor** – No impact on system operations) - Maximum response time will be 4 hours to Employer's site.
- The Tenderer will have **ALL** critical spare parts held locally:
    - I) Delivery within Two (**2**) hrs for emergency parts.
    - II) Delivery within **72 hrs** for Non-emergency parts.
  - The Tenderer should have engineers on standby throughout the year in a to cover non-working hours and days. Please provide names and area of expertise for the Engineers'.
  - Include a comprehensive escalation procedure for fault reporting

### **5.7.2 Preparation of Financials**

#### **The Financial Proposal should follow Standard Forms**

- i) The Financial Proposal should clearly identify cost.
- ii) Companies shall express the price of their services in Kenya Shillings.
- iii) Bidders are encouraged to seek further information from Kenya Rural Roads Authority from the office or during pre-tender site visit before submitting their proposals.
- iv) Bidders may request a clarification on the RFP document in writing up to 7(seven) days before the proposal submission date.

## SECTION VI - TECHNICAL SPECIFICATIONS

### 6.1 BACKGROUND

The Kenya Rural Roads Authority has a total of 18 departmental sections at the head office and the ICT department is expected to provide support to all the stations for various services.

### 6.2 PROJECT AIMS AND OBJECTIVES

- i. Provide support for the multifunctional colour network duplex printers throughout the normal working hours.
- i. Offer Preventive Maintenance and service for the multifunctional network printers.
- ii. The service provider will be required to replenish all tonners/cartridges/spare parts and any other accessories required for proper running of the MFP (multifunctional colour printer).
- iii. Provide lease agreement to run for three years renewable term.
- iv. Provide monthly billing options for black & white and colour copies.
- v. Provide secure and tracking print management software/solution.

### 6.3 SCOPE OF WORKS

The scope of this contract comprises of;

- Supply, deliver, install, configure, test, train and commission Nineteen (19 No.) MFP at KeRRA HQ. The printers shall either be black and white or `coloured and shall be supplied and installed as directed by the Manager, ICT.

Specifications of the printers are as follows;

SN	Item	Key Description	Requirement	Minimum Specifications
1	Printer	Duty Cycle	M	10,000 Pages Per Month
		Print Technology	M	Laser Technology
		Print Quality	M	1800 x 600 dpi Black and White
		Print Speed	M	At least 35 ppm
		Duplex Printing	M	Auto (1:2,2:2,2:1)
		Form Factor	M	Flat bed and RADF
		Printing Size	M	A3,A4,A5
3	Scanner	Features		Scan to Folder, USB, e-mail and Network. TIFF,PDF, and JPEG
		Form Factor	M	Flat bed and RADF
3	Copier	Features		Std Reversing Automatic Document Feeder - RADF
		Copy Size	M	A3



		Paper Handling	M	Print (A3, A4, A5, B5, letter legal and card,), Warm-up Time 45 seconds or less, Std Paper Source(s)Dual drawer, Std Paper
<b>4</b>	<b>Media handling</b>	Installed RAM	M	At least 2 GB
		Installed Hand Disk		At least 250GB
	<b>Memory</b>	OS Types		Linux, Windows and Mac
	<b>OS Support</b>	Network	M	Std Ethernet, 10/100/1000BaseTX,
	<b>Connectivity y</b>	USB		USB to PC connector
		Secure Printing	M	User Authentication and Supports Printer Server
	<b>Security</b>	Ratings		240V
	<b>Power</b>	Consumables		Toner
	<b>Accessories</b>	Power Protection	M	Voltage Stabilizer

- Provide support services for the supplied printers for the duration of the contract and in particular ensure supply of the following within timelines to be specified in the Service Level Agreement to be signed between KeRRA and successful service provider;
  - 1) New Multifunction Printers (MFPs)
  - 2) Toners and Cartridges replacement
  - 3) Accessories, Parts and Spares
  - 4) Maintenance and Support Services
  - 5) Training of 10 Technical Officers and 200 Users

Printing papers supply is not part of this contract

Where additional printers are requested all the conditions and terms of the initial contract shall apply including on the cost.

***BIDDERS ARE REQUESTED TO SUPPLY AS PER ABOVE SPECIFICATIONS OR ITS EQUIVALENT***

### **6.3.1 Site Preparation, Supervision and Installations**

1. The contractor shall be fully responsible for installation and commissioning of the equipment and other related activities.
2. The contractor shall provide all the testing equipment and tools required for installation and commissioning and make their own transport arrangements to all stations.
3. All kind of works including civil, electrical, carpentry, drilling etc. required for Installation of equipment/components shall be in the scope of the contract.
4. The contractor shall carry out complete installation through competent/ trained supervisor and workmen. All material shall be handled and installed taking due care and avoiding any damage to employer's property and its personnel. Any damage shall be made good without any cost to employer.

### **6.3.2 Inspection and Testing**

1. On completion of installation, all the equipment and installations shall be inspected jointly by the Employer and the Contractor for their correctness and completeness at the site of installation during acceptance tests.
  2. Any other tests, as the Employer may deem fit so as to confirm the performance or to establish the compliance to technical specifications of either individual hardware items or integrated operation of the system shall be conducted by the Contractor at site. Should the results of these tests show any deficiency/deviation specifications, the contractor shall do the modification/replacement/addition necessary to make the system compliant to specifications at own cost.
1. All Hardware and Software comprising the Multifunctional Printers installed at KeRRA HQ within the scope of the tender shall be put on reliability test for at least 30 days before the Employer issues the certificate of successful commissioning.

### **6.3.3 Commissioning**

1. The system shall be commissioned by the Project Manager from the contractor after the successful completion of site test and commissioning as per the tests mentioned above. A commissioning certificate will then be issued.
2. Tenderers are advised to clearly read and fully respond to the technical specifications.

**Note 1: The maximum number of days expected to complete the assignment(s) is 60 days from contract award.**

#### **6.3.4 Insurance**

The bidders are required to obtain insurance cover for all the equipment supplied under this contract. The equipment should be covered from theft and damage. The bidders must provide original copy of the certificates prior to the commencement of delivery and installation of the MFPs.

#### **6.3.5 Service Level Agreement**

Proposals must contain the firm or individual's proposed Service Level Agreement for Services (SLA). The Kenya Rural Roads Authority reserves the right to obtain legal review of the Agreement, and make changes to meet legal and operational requirements, or as otherwise desired.

The Service Level Agreement must at a minimum contain information on;

- i. Quality of toners and parts to be provided and a procedure for verification of genuine toners and parts at the point of delivery
- ii. Maximum duration for replenishment of toners
- iii. Maximum duration required for replacement and installation of faulty printer parts
- iv. Maximum duration of time any given printer can be 'out of order' or inoperative
- v. Comprehensive escalation procedure for fault reporting with contacts of the Engineers

#### **6.3.6 Training**

The Bidder is required to deliver training to users within KeRRA on the use of the printers. The Bidder is required to deliver training as follows;

- End user training (for all users at KeRRA Head Office)
- Detailed technical Training – This should be provided to 10 ICT Officers in order to have Basic Technical Skills to handle the Equipment as to offer first level support (Include the training costs) in your pricing section of your proposal.

### **6.4 Technical Capacity of The Firm**

#### **6.4.1 Experience**

The bidder shall demonstrate competence in deployment of similar projects in at least 2 firms in the last five years the 2 reference sites. The projects should be of similar in scope and budget and done within the last five (5) years.

#### **6.4.2 References**

Provide a minimum of three (2) references of projects similar in scope and budget and done within the last five (5) years. The three references must include contact name and phone number, a detailed description of the project and the Kenya shilling amount of each project.

### 5.4.3 Key Personnel

Key Personnel required are as follows;

1. Project Manager (1 No.)
2. Account Manager (1 No.)
3. Technical Specialists/Engineers (3 No.)

## 6.5 PROJECT DELIVERABLES

- Comprehensive full lease agreement for multifunctional colour network duplex printers including and not limited to the below:
  - Hardware, software and firmware support services.
  - Provision of printer consumables and part replacements for the printers. The spare consumables and part replacements should be stored in-house.
  - Clear role definitions for all the parties concerned.
  - Provision of details of warranty status for the proposed multifunctional colour network duplex printer's models.
  - Provision of access to the copy/print/scanner/fax counter information.
  - Provision of remote web administration and management software for monitoring the MFP's.
  - Provision of monthly and quarterly performance reports for the leased equipment.
  - Provision of Monthly Electronic Meter readings per MFP Printer for billing purposes.
- Where necessary, provide standby hardware/resources in the course of contract period to mitigate against downtime.
- The vendor will have the responsibility of keeping the multifunctional network printers running at all times and guarantee that the engineers will respond to the customer needs in a timely manner.
- Clearly defined reporting and escalation procedures from KeRRA to the Vendor. This should include all the details of the vendor contact personnel (i.e., Email, telephone of Primary & Secondary contacts in this chain)
- Provide documented procedure for requesting for additional multifunctional colour network duplex printers within the contract period.

- Provide documented procedure for retrieving the leased equipment within the contract period

## **6.6 MAINTENANCE & SUPPORT**

*Key support personnel must be available on site for the duration of the contract period.*

### **6.6.1 Monitoring of Printer Status**

The bidder shall be responsible for monitoring status of all contracted printers. The Authority shall maintain printer status logs for purposes of enforcing penalty clause where necessary.

## **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 \_\_\_\_.

### Rates for copies per Month;

<b>S/N</b>	<b>Category</b>	Unit Cost per copy/page (Kshs)	Total Monthly cost for Maximum Volume (Kshs)	Total Cost for 1 year (12 Months) for Maximum Volume	Total Cost for 3 years (36 Months) for Maximum Volume
1	Black & White (Maximum 300,000 copies per month) )				
2	Coloured (Maximum 25,000 copies per month)				
			<b>Total (A)</b>	<b>Total (B)= Total A*12</b>	<b>Total (C) = Total (A) *36 To be carried to the Form of Tender</b>

Note 1: Cost for paper should not be included to the above charges

Note 2: VAT and any other taxes and costs should be included in the costs provided

Note 3: Invoices and Payments shall be based on the quantity of pages printed up to the maximum volumes given above. No. of pages printed shall be confirmed by KeRRA before payments are effected.

Signature of tenderer \_\_\_\_\_

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



## CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by\_\_\_\_\_the \_\_\_\_\_ (for the tenderer)

in the presence of\_\_\_\_\_.

## 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.....

### Part 2 (a) – Sole Proprietor

Your name in full..... Age.....  
 Nationality.....Country of Origin.....  
 Citizenship details  
 .....

### Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ....			
2. ....			
3. ....			
4. ....			

### Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

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

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO..... OF.....20.....

BETWEEN

..... APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

**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.....**