



**Kenya National Highways Authority**

**Quality Highways, Better Connections**

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**SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND  
MAINTENANCE OF A ROAD SURFACE PROFILER (RSP) MACHINE**

**TENDER No: KeNHA/R5/206/2023**

**AUGUST, 2023**

**DIRECTOR- MAINTENANCE  
KENYA NATIONAL HIGHWAYS  
AUTHORITY  
P.O. BOX 49712-00100  
NAIROBI**

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## **Introduction**

Kenya National Highways Authority herein referred to KeNHA wishes to tender for The **Supply, Installation, Testing, Commissioning, Training and Maintenance of a Road Surface profiler (RSP) Machine**.

A road surface profiler, also known as a profilometer or road roughness measuring device, is a specialized tool used to measure and evaluate the surface characteristics of roads and pavements. It provides detailed information about the roughness and irregularities of a road surface.

Bidders must possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, experience in the provision of the services, reputation, and the personnel to perform the contract. They should also have legal capacity to enter into the contract and that they have continuously fulfilled obligations to pay taxes and social security contributions.

## SECTION I INVITATION TO TENDER

**Date: August, 2023**

**Tender Ref No: KeNHA/R5/206/2023**

**Tender Name: SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND MAINTENANCE OF A ROAD SURFACE PROFILER (RSP) MACHINE**

**1.1 The Kenya National Highways Authority Invites Sealed Bids from interested candidates for Supply, Installation, Testing, Commissioning, Training And Maintenance of a Road Surface Profiler (RSP) Machine.**

**The following must be submitted together with the tenders: -**

- Copy of Certificate of Incorporation/Registration.
- Copy of Valid Tax Compliance Certificate (will be confirmed online with TCC Checker)
- Copy of recent CR 12 form (Issued within the last six months from the Tender Opening Date).
- Duly filled Confidential Business Questionnaire.
- Tender Security of **KSh. 500,000/= (Kenya Shillings Five Hundred Thousand)** in the form of a Unconditional Bank Guarantee from a reputable bank in Kenya valid up to 30 days beyond the tender validity period in the prescribed format.
- The Tender validity period shall be **140days** from the specified date of opening.
- Duly filled and signed Form of Tender.
- Manufacturers Authorization to supply and install RSP Equipment.
- Similar previous experience where applicable.
- Professional and Technical Personnel
- Director (s) bidding under different companies for the same tender shall be disqualified
- Bidders shall sequentially serialize all pages of each tender submitted - A Guide Note on Serialization is outlined in the Note below.

### **NOTE**

**Clarity on Serialization of Tender Documents by Prospective Bidders**

Please note that all pages of the tender documents submitted by bidders shall be sequentially serialized numerically that is; 1, 2, 3, 4, 5... etc. The serialization shall be undertaken by the bidder, by doing fresh numbering on its documents. The pagination of the tender documents as downloaded from the KeNHA website should not be used as a means of Serialization. The bidder's serialization should follow the same logical sequence from the first page to the end.

**1.2 Any form of canvassing will lead to disqualification**

- 1.3 Interested eligible candidates may obtain further information from Supply Chain Management (Headquarters) Kenya National Highways Authority 2nd Floor, Block C Barabara Plaza during normal working hours or download from KeNHA Website: [www.kenha.co.ke](http://www.kenha.co.ke).
- 1.4 A complete set of tender documents may be obtained by interested tenderers from the Kenya National Highways Authority website – [www.kenha.co.ke](http://www.kenha.co.ke) or Supplier Portal: [www.tenders.go.ke](http://www.tenders.go.ke) free of charge.
- 1.5 There shall be mandatory Prebid – Conference as specified in the detailed tender uploaded onto the KeNHA website
- 1.6 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 140 days from the closing date of the tender.
- 1.7 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at:

**Office of the Regional Director – Nairobi Region,  
Kenya National Highways Authority,  
P.O. Box 200-00507,  
NAIROBI, KENYA.**

Or Deposited in the Tender Box at the reception area, **KeNHA Nairobi Region, Ministry of Works Offices, Machakos Road** so as to be received on or before **the Date and Time as indicated in the Tender Notice** So as to be received on or before the Date and Time as indicated in the Tender Notice.

- 1.8 Tenders will be opened immediately thereafter in the presence of Tenderers/Representatives who wish to attend at the KeNHA Nairobi Regional Office Board Room.
- 1.9 All interested bidders are required to continually check the Kenya National Highways Authority website: [www.kenha.co.ke](http://www.kenha.co.ke) for any tender addendums or clarifications that may arise before submission date.

**Deputy Director – Supply Chain Management  
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 relatives (spouse and children) are not eligible to participate in the tender.
- 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.1,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - 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
- 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 oftenders.

## **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 2.8, 2.9 and 2.10 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

## **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 2.20.5.
- 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 15% 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 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) Unconditional bank guarantee.

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

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26

**or**

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 120 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 **One Original** of the tender clearly marked "ORIGINAL TENDER as appropriate

2.14.2 The original 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, shall be initialled by the person or persons signing the tender. **Non-initialization shall constitute non-responsiveness**

- 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 initialled 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”

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

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

- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, 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(a) no later than **the date and time indicated on the Tender Notice**.

- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, 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 no later than the deadline for submission of tenders.

- 2.17.3 No tender may be modified after the deadline for submission of tenders.

- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **the date, time and location as indicated on** the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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.
- 2.18.4 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 Errors in the pricing of the Bills of Quantities will be treated in accordance with regulation 74 (2) of the Regulations 2020 which provides as follows: - *"Subject to section 79(2) (b) of the Act, any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive."*
- 2.20.3 Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations, summations, transfer of figures and discrepancy between the amount in figures and the amount in words. Bids with any of the errors stated herein, shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, 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 non-conformity.

## **2.21 Conversion to a Single Currency**

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

## **2.22 Evaluation and Comparison of Tenders.**

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

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

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

(a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

### **(a) Operational Plan**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. 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 tenderer's 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 2.25 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 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 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 2.26 or paragraph 2.27.1 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.
- 2.28.1 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;

- 2.28.2 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	<p><b>Particulars of eligible tenderers</b></p> <p>Locally Registered firms operating in Kenya with majority Kenyan Citizens shareholding (Majority Kenyan shareholding means firms with more than 50% Kenyan shareholding)</p>
2.2.2	<p><b>Tender documents can be obtained free of charge from the Kenya National Highways Authority Website: <a href="http://www.kenha.co.ke">www.kenha.co.ke</a> and/or <a href="http://www.tenders.go.ke">www.tenders.go.ke</a></b></p> <p><i>Bidders are encouraged to download tender documents to minimize physical visits to KeNHA Offices.</i></p>
2.8	The Form of Tender must be duly filled and signed.
2.10	<p><b>Particulars of other currencies allowed.</b></p> <p><b>Quotation should be in Kenya shillings only.</b></p>
2.11	<p><b>Particulars of eligibility and qualifications documents of evidence required</b></p> <p><b>MANDATORY ITEMS</b></p> <ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation/Registration.</li> <li>• Copy of Valid Tax Compliance Certificate (will be confirmed online with TCC Checker)</li> <li>• Copy of recent CR 12 form (Issued within the last six months from the Tender Opening Date).</li> <li>• Duly filled Confidential Business Questionnaire.</li> <li>• Tender Security of <b>KSh. 500,000/= (Kenya Shillings Five Hundred Thousand)</b> in the form of a Unconditional Bank Guarantee from a reputable bank in Kenya valid up to 30 days beyond the tender validity period in the prescribed format.</li> <li>• The Tender validity period shall be <b>140days</b> from the specified date of opening.</li> <li>• Duly filled and signed Form of Tender.</li> <li>• Manufacturers Authorization to supply and install RSP Equipment.</li> <li>• Similar previous experience where applicable.</li> <li>• Professional and Technical Personnel</li> </ul>
2.12	<p><b>Tender security required of KSh 500,000.00 in form of a bid security (Unconditional Bank Guarantee) from a reputable bank in Kenya valid for 30days beyond the tender validity period in the prescribed format.</b></p>



2.13.1	<b>Tender shall remain valid for a period of 140 days from the date of opening</b>
2.14.1	<b>Bidders shall provide “1 ORIGINAL” tender document clearly marked placed in a sealed envelope and tender title and number and closing date clearly written on top of the envelope</b>
2.15	<b>Deadline for Submission of Tenders is as per the Tender Notice</b>
2.17	<b>A performance security of 5% of the contract price in the form of a unconditional bank guarantee will be required from the winning bidder after the award of the tender.</b>

## SECTION III INSTRUCTIONS TO TENDERERS

### 3.1 EVALUATION CRITERIA

#### (a) Preliminary Requirements (Mandatory)

- Copy of Certificate of Incorporation/Registration.
- Copy of Valid Tax Compliance Certificate (will be confirmed online with TCC Checker)
- Copy of recent CR 12 form (Issued within the last six months from the Tender Opening Date).
- Duly filled Confidential Business Questionnaire.
- Tender Security of **KSh. 500,000/= (Kenya Shillings Five Hundred Thousand)** in the form of a Unconditional Bank Guarantee from a reputable bank in Kenya valid up to 30 days beyond the tender validity period in the prescribed format.
- The Tender validity period shall be **140days** from the specified date of opening.
- Duly filled and signed Form of Tender.
- Manufacturers Authorization to supply and install RSP Equipment.

#### (b) Technical Evaluation Criteria – Technical Specifications Statements of Compliance

Note: Bidders are required to complete the statements of compliance with reference to technical write up, brochures / datasheets stating how their solution complied with the provided specifications as per the Schedule of Requirements.

#### (c) Technical Evaluation Criteria – Company Technical Capacity

Technical Capacity Evaluation Criteria		
Category	Description	Marks allocation
Company Experience	Company Profile - <b>(1 Mark)</b> Company Core Business: - <b>(1 Marks)</b> Nature of Business, Organization structure /Staff and must have been in existence for at least 5 Years – <b>(1Marks)</b>	3
	The bidding company should have been awarded/ supplied successfully at least Five (5) similar pavement evaluation or road materials testing or pavement testing equipment in government organisation or corporate institutions. <ul style="list-style-type: none"><li>• Attach LPOs, Contract Awards, or Completion Certificates. – <b>(3 Marks)</b></li><li>• References of at least Three (3) Corporate Public or Private Institutions that the Procuring Entity can contact indicating that the bidder carried out similar supplies of pavement evaluation equipment – <b>(3 Marks)</b></li></ul>	6

<b>Technical Capacity Evaluation Criteria</b>		
<b>Category</b>	<b>Description</b>	<b>Marks allocation</b>
Financial Ability and Capacity for project	Demonstrate Financial Ability and Capacity for the project. During the past five (5) years, the Bidder must have supplied Five (5) successful contracts with similar pavement evaluation or road materials testing or pavement testing equipment in government organisation or corporate private institutions with a cumulative value of at least Kenya Shillings One Hundred Fifty Million (KSH 150,000,000). – <b>(5 Marks)</b>	5
	Bidder to provide Audited financial statements of Accounts for the last Three (3) financial years (2020/2021, 2021/2022 & 2022/2023) – <b>(2 Marks)</b>	2
Compliance to Technical specifications	Compliance to Technical specifications Requirements <ul style="list-style-type: none"> <li>• Over 95% compliance (50 Marks)</li> <li>• Between 85% and 94% (30 Marks)</li> <li>• Between 70% and 84% (20 Marks)</li> <li>• Below 70% (10 Marks)</li> </ul>	50 max
<b>Methodology of solution deployment</b>	The Proposed Solution Overview and Design	5
	Work Plan and Implementation Schedule and deliverables	3
	Training plan End User Training, Technical Training Offerings and training manuals	4
<b>Project team and Key professional staff qualifications</b>		
<b>Key Personnel</b>	<b>Provide evidence of CVs and Certificates for the following personnel</b>	
Project Manager	Fulltime Project Manager whose project management skills include: - Master's/Bachelor's Degree in relevant Field - Experience in similar projects for the past 10 years	4
Engineer	Qualified Engineer: - Degree in relevant engineering field (such as mechanical, electrical, civil engineering etc.) - Minimum 5 years working experience.	2

Technical Capacity Evaluation Criteria		
Category	Description	Marks allocation
<b>Maintenance, Service and Support</b>		
Maintenance or service plan of the system (Warranty / Support).	<ul style="list-style-type: none"> <li>• Attach proof of Manufacturer's warranty and support for Hardware and Firmware for the duration of the contract period and the ability to service/Repair the System thereafter.</li> <li>• Attach Comprehensive Service Level Agreement for the duration of the maintenance period.</li> </ul>	10
Manufacturer Authorisation	A Manufacturer Authorization from the proposed supplier to supply, install and maintain the Road profiler equipment.	6
<b>Total Marks</b>		<b>100</b>

Bidder must attain a pass mark of 75 % to proceed to the Financial Evaluation

***Note: Only Bidders who will have met all the Mandatory and Technical Requirements shall proceed for Financial Evaluation.***

### **3.2 FINANCIAL EVALUATION**

Bidders who will have met all the Mandatory and Technical Requirements shall proceed for Financial Evaluation which include but not limited to **sensitivity analysis** of the **rates** to **detect abnormally low bids or abnormally high bids or unbalanced tenders or front loaded**. The Bidder / firm providing the lowest bid price after meeting all the requirements shall be recommended for award.

### **3.3 DUE DILIGENCE**

This will entail verification of all the information provided. Due diligence may be carried out by the Procuring Entity on the bidder's documentation

## **4 SECTION IV GENERAL CONDITIONS OF THE CONTRACT**

### **4.1 Definitions**

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

- i. “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.
- ii. “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- iii. “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.
- iv. “The Procuring entity” means the organization sourcing for the services under this Contract.
- v. “The contractor” means the individual or firm providing the services under this Contract.
- vi. “GCC” means general conditions of contract contained in this section
- vii. “SCC” means the special conditions of contract
- viii. “Day” means calendar day

### **4.2 Application**

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

### **4.3 Standards**

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

### **4.4 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.

### **4.5 Performance Security**

- i. 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.
- ii. 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.
- iii. 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 **Unconditional Bank Guarantee**.

- iv. 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.

#### **4.6 Inspections and Tests**

- i. 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.
- ii. 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.
- iii. 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.
- iv. Nothing in paragraph 4.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

#### **4.7 Payment**

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

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

- d) 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.

#### **4.11 Termination of Insolvency**

The procuring entity may at the anytime 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.

#### **4.12 Termination for Convenience**

- i. 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.
- ii. For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

#### **4.13 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.

#### **4.14 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.

#### **4.15 Force Majeure**

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

#### **4.16 Applicable Law**

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



#### **4.17 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post 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.

## 5 SECTION V SPECIAL CONDITIONS OF THE CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

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

General conditions of contract reference	Special conditions of contract	
4.5 (iii)	Five Percent (5%) of the tender sum in the form of Unconditional Bank Guarantee from a reputable bank in Kenya and valid for the entire contract period.	
	Performance security to be submitted within fifteen (14) days of receipt of the notification of Contract award.	
4.7	<b>Payment shall be made as below</b>	
	<ul style="list-style-type: none"> <li>Provision of the Inception Report indicating duration of supply, Project Risk Analysis and mitigation for the same</li> <li>Purchase, delivery and Complete installation of the system,</li> <li>Installation and configuration signoff</li> <li>Provision of all Licenses needed for the system to be operational perpetually.</li> <li>Inspection and Acceptance (including pre-shipping training and inspection) Report issued by the Employer to the Supplier.</li> <li>Lump Sum shall be expended for air ticket, accommodation out of pocket or as instructed by the employer.</li> </ul>	45%
	<ul style="list-style-type: none"> <li>Training of 100 No. KeNHA Staff on use of the system in all the 10 Regions, 3 Corridors and Headquarters (total 14No. KeNHA Sections).</li> <li>The 35% Payment shall be made on submission of Training Report for the 14 KeNHA Sections and monthly Project progress Report.</li> </ul>	35%
	<ul style="list-style-type: none"> <li>Comprehensive Final Project Completion Report (14 KeNHA Sections)</li> <li>Provision of all Documentation including operation and maintenance manuals on configuration and all the devices therein</li> </ul>	5%
	Year 1 Maintenance	15%
4.8	Prices shall be maintained throughout the Contract Period.	
4.13	In case of a dispute between the purchaser and the supplier, the dispute shall be referred to adjudication under the Laws of Kenya and the Arbitration Rules of the Chartered Institute of Arbitrators (Kenya Branch) by one or more arbitrators appointed by the Chartered Institute of Arbitrators (Kenya Branch).	
4.16	The applicable law shall be Kenyan Law	
4.17	The Employer's contacts are:	

	<b>The Director General,          Kenya National Highways Authority,          Barabara Plaza, Off Airport South Road, Opp. KCAA,          P.O. Box 49712 - 00100, <u>NAIROBI</u></b>
	The Suppliers contacts are:  <b>Name....</b> .....  <b>P.O Box.....</b> .....  <b>City/Town.....</b> .....  <b>Email: .....</b> .....  <b>Telephone.....</b> .....

## SECTION VI SCHEDULE OF REQUIREMENTS

### 6.1 Introduction

Kenya National Highways Authority herein referred to KeNHA wishes to invite for tender for **Supply, Installation, Testing, Commissioning, Training and Maintenance of a Road Surface Profiler Machine.**

A road surface profiler, also known as a profilometer or road roughness measuring device, is a specialized tool used to measure and evaluate the surface characteristics of roads and pavements. It provides detailed information about the roughness and irregularities of a road surface.

The profiler typically consists of sensors, mounted on a vehicle or a dedicated measuring device, that collect data as they traverse the road at normal driving speeds. The sensors measure the vertical displacement of the road surface at regular intervals, capturing the height variations along the road. The collected data is then processed to generate a profile of the road surface.

### 6.2 General System Technical Specifications

- i. 1 No. Profilometer system with 7 lasers (upgradable to 21 lasers in future) mounted transversally on a bar on the front of the vehicle.
- ii. New (Zero millage) Van to be mounted with the Profilometre system
- iii. All user manuals
- iv. All equipment and software warranties with minimum 3 years.
- v. Comprehensive training course in operation and maintenance of the equipment offered.
- vi. The system's components shall be able to withstand harsh environments for both indoor/outdoor use and provides a high degree of vandal resistance.
- vii. The Bidder shall supply and install the necessary software to manage the system enrollment for all users, analysis and configuration of the operations.
- viii. The proposed system shall support seamless integration with third party software e.g., MS Office, PDF Software, etc.
- ix. The Bidder shall provide all the Hardware and Software required to operationalize the systems.
- x. The software must be upgradable.
- xi. The bidder shall be expected to deliver a working system, which shall include the specified Profilometer machines, laptop computers, related software, and installation and completion shall be based on a working system and not delivery of individual parts.
- xii. The contract shall include support for a 18months period after installation, configuration, Inspection and Acceptance by the Employer.
- xiii. Technology Transfer: Bidders will be required to train 100No. KeNHA staff (Including pre-shipping training) on the routine tasks to be carried out on the system e.g., data collection, report generation, data analysis etc.
- xiv. Provision of Costs of all the items for use during the 1-year maintenance period. The costs of these items will remain locked for the period of the contract.
- xv. The manufacturer /assembler to provide technical support throughout the contract period on needy basis.

## **Data Processing Software**

The Data Processing Software must meet but not limited to the following:

- i. Should be able to store data from all equipment for nondestructive pavement evaluation: FWD, RSP, LCMS and Friction Tester data in one database.
- ii. Able to store and compare historical data.
- iii. Able to plot data in table form, graphs, e.t.c., and to assist in creating reports.
- iv. Able to view the data plotted on Google Earth on DTMap.
- v. Able to view different data type graphs (e.g. FWD and related back calculation and overlay design software, Longitudinal Profile, IRI, and MPD) at the same time in a stacked plot along with the Right of Way Images, giving a clear overview of section data.
- vi. Possible to re-station chainages in the post analysis software.
- vii. Able to average values recorded in the post processing software.
- viii. Possible to re-station/add/delete km marks.
- ix. Possible to recalculate IRI and MPD according to the position of Km marks.
- x. Able to export all data types into Excel and CSV format.
- xi. Proper organizing of the imported file in tree view (e.g Facilities followed by Lane, Lane followed by Session)

### **6.3 System Documentation**

All additional documentation required shall be provided as is necessary for the satisfactory performance of the job as per the evaluation criteria.

To qualify for contract awards, the tenderer shall: -

- Have necessary qualifications, capability, and experience in handling the same project by providing reference sites, statutory license to offer these services, authorization certificate to handle equipment to be delivered and financial facilities to provide what is being procured.
- Have legal capacity to enter into a contract for procurement
- 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
- Not be debarred from participating in public procurement; should have clean history, not to have been blacklisted by the Government of Kenya or the Judiciary before.

### **6.4 Documentation**

Complete System documentation shall be provided upon the completion of the installation.

### **6.5 Terms of Contract**

The duration of the Contract shall be Eighteen (24) Months from the date of contract signing comprising of

- The first Three (6) Months shall be the purchase, installation, Delivery, Inspection and Acceptance period.
- The next Fifteen (18) Months shall be operation, maintenance and training

## **6.6 Project Management**

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.

### **(a) Project Plan**

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

- i. System purchase and installation
- ii. System Configuration Completion
- iii. User Training Completion
- iv. Testing
- v. Report Generation
- vi. KeNHA Staff Training
- vii. Documentation

Bidders shall submit a preliminary Project Plan as part of their response to the bid. The preliminary project plan shall provide specific details of the proposed implementation plan and milestones.

### **(b) Project Staffing**

The Bidder shall;

- i. 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.
- ii. 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.

### **(c) Key Personnel**

All through the life of the project implementation, the key personnel must be available on site as required for the success of the project. The three key personnel are:

#### ***I. Project Manager (INo.)***

The selected bidder shall provide a dedicated and fulltime Project Manager whose project management responsibilities shall include:

- a) Planning and monitoring project activities.
- b) Working with the Client's Project Manager and representatives from the key function areas to ensure timely and effective response.
- c) Reporting on project status.
- d) Development of the Training Plan.
- e) Providing analytical and technical expertise as required by the project.
- f) Management and quality assurance of all required implementation and support services.

## ***II. Engineer (1No.)***

The selected bidder shall provide a dedicated Engineer whose responsibilities shall include:

- (a) Configuration and integration of the Profilometer system.
- (b) Design and implementation of the network where necessary.
- (c) Oversees and/or perform the physical set-up of the system, assuring integrity of communications and/or connections.
- (d) Document all the installations for this project, where applicable

## ***III. Technician (1No.)***

The selected bidder shall provide a dedicated and fulltime technician whose responsibilities shall include:

- a) Responsible for sourcing installations as the project may require.
- b) Ensure all installations, repairs and maintenance meet the requirements of the appropriate codes and environmental safety and protection requirements
- c) Implement all electrical and electrics systems and equipment installation, modification, repair and maintenance assignments.

### **6.7 Technical Specifications Requirements**

#### **a) Road Surface Profiler Mark III**

\* Indicate as Appropriate to Indicate Compliance (YES/NO)

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>COMPLIANCE (YES/NO)</b>
Road Surface Profiler	<ul style="list-style-type: none"><li>Based on South Dakota method with laser mounted transversally on a bar on the front of the vehicle.</li><li>Modular design RSP Transverse profile measured by 7 lasers at width up to 3.3 meters.</li></ul>	
Lasers	<ul style="list-style-type: none"><li>Upgradable to 21 lasers at any given time</li></ul>	
Speed of data collection	<ul style="list-style-type: none"><li>Collectable on a single run</li><li>Calculated and tabulated graphically and numerically at speeds of 0-120 km/hr</li></ul>	
Stop & Go functionality	<ul style="list-style-type: none"><li>Ability to continuously collect IRI and RN data at speeds down to zero.</li><li>The “Stop and Go” functionality to be “active” at all times and operates continuously and does not have to be activated or deactivated at any stage to operate.</li></ul>	
Vertical measurement resolution	<ul style="list-style-type: none"><li>The lasers to allow the distance to the pavement to be measured with sufficient precision as indicated in the <b>ASTM E950 “Standard Test Method for Measuring the Longitudinal Profile of Travelled Surfaces with an Accelerometer Established Inertial Profiling Reference”</b></li><li>Vertical measurement resolution less or equal to 0.1 mm</li></ul>	

IRI Measurements, storage, wavelength	<ul style="list-style-type: none"> <li>• IRI measured in 2 wheels path with normal speed.</li> <li>• Minimum storage sampling of 25 mm.</li> <li>• Large wavelength cut off = 10-199m</li> </ul>	
Calculating the IRI, RN and Mean Profile Depth in real time	<ul style="list-style-type: none"> <li>• Macrotexture LMI Gocator lasers (32kHz)</li> <li>• Macrotexture laser to measure the macrotexture and IRI simultaneously,</li> <li>• Calculate the IRI, RN and Mean Profile Depth in real time</li> <li>• Other lasers to use LMI Gocator lasers (16kHz lasers), Laser transducer with at least 200 mm (+/- 100 mm from zero position), Vertical resolution of at least 0.05 mm and at least 16,000 measurement per seconds.</li> </ul>	
Number of accelerometers and range	<ul style="list-style-type: none"> <li>• 2 vertical accelerometers with range +/- 5 g, frequency range (at 3 dB) from 0 to 420Hz and output noise 12 µg/(root Hz)</li> </ul>	
Distance measuring instrument (DMI)	<ul style="list-style-type: none"> <li>• Distance Measuring Instrument (DMI) producing 2,000 counts per revolution of the vehicle tyre</li> </ul>	
GPS	<ul style="list-style-type: none"> <li>• Installed GPS system with minimum horizontal precision of 0.5 m</li> </ul>	
Right of way camera (ROW)	<ul style="list-style-type: none"> <li>• The image capture system (ROW camera) safely placed inside the vehicle and focused on the front of the vehicle with an adjustable resolution of at least 2560 x 2048 pixels.</li> <li>• The number of images is selectable at fixed intervals of at least 1 meter.</li> <li>• ROW camera is viewable on the same screen (in a resizable sub-window).</li> </ul>	
Spare parts to be provided	Attach list of spare parts to be provided	
Relative calibration kit of the lasers	Attach calibration kit	
Data Collection Software	<ol style="list-style-type: none"> <li>1. Data Collection Software to collect RSP data as well as Laser Control Measuring System (LCMS) and Friction data.</li> <li>2. The System Software shall be GUI (Graphical User Interface) based and allow flexible layout and resizable windows.</li> <li>3. Easily identify specific laser errors on the screen.</li> <li>4. Field Program to guides the user on calibration procedures step by step.</li> <li>5. Field Program and viewing program to operate in the latest Windows version or equivalent.</li> <li>6. Lasers selectable individually for calculation of the transverse profile in real time.</li> <li>7. ROW camera is viewable on the same screen (in a resizable sub-window).</li> <li>8. All data (Long-profile, IRI, Ride Number, Mean Profile Depth, Rutting, GPS) is calculated, displayed, and stored in real time</li> </ol>	



Data Processing Software	<ol style="list-style-type: none"> <li>1. Able to store data from all equipment for non-destructive pavement evaluation: FWD, RSP, LCMS and Friction Tester data in one database.</li> <li>2. Able to store and compare historical data.</li> <li>3. Able to plot data in table form, graphs, etc, and to generate reports.</li> <li>4. Able to view plotted data on Google Earth on DTMap.</li> <li>5. Able to view various data type graphs (e.g. FWD and related back calculation and overlay design software, Longitudinal Profile, IRI, and MPD) at the same time in a stacked plot along with the Right of Way Images, giving a clear overview of section data.</li> <li>6. Possible to re-station chainages in the post analysis software.</li> <li>7. Able to average values recorded during post processing software.</li> <li>8. It is possible to re-station/add/delete km marks.</li> <li>9. Possible to recalculate IRI and MPD according to the position of Km marks.</li> <li>10. Able to export all data types into Excel and CSV format.</li> <li>11. Proper organizing of the imported file in tree view (e.g Facilities followed by Lane, Lane followed by Session)</li> </ol>	
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**b) Vehicle**

	<b><u>BIDDERS RESPONSE</u></b>	<b><u>COMPLIANCE (YES OR NO)</u></b>
<b>MANUFACTURER'S LITERATURE, AUTHORISATION AND SPECIFICATIONS SUPPLIED</b>		
<b>REGISTRATION</b>	The vehicle shall be Registered under KeNHA	
<b>INSURANCE</b>	The supplier shall comprehensively insure the vehicle and Profiler machine for the 1 <sup>st</sup> one year of delivery.	
	<b><u>VEHICLE SPECIFICATIONS</u></b>	<b><u>COMPLIANCE (YES OR NO)</u></b>
<b>VEHICLE</b>	Brand new (zero mileage) fully loaded, all wheel Van, 1968cc minimum, power windows, multi-media system with 7-inch (17.7 cm) touch screen, reversing camera, Auxiliary input USB & AUX with video, Manual 5 Zone Air conditioner, Anti-Theft Alarm & Immobilizer, traction control system, spare wheel	
<b>ENGINE</b>		
Cylinders	4	

Capacity (cm3)	1968cc min	
Fuel	Diesel	
Output (kW @ r/min)	146 @ 3800 – 4000	
Torque (Nm @ r/min)	450 @ 1400 – 2400	
CO2 emissions (g/km)**	214	
<b>TRANSMISSION</b>	6 speed manual	
<b>RUNNING GEAR</b>	Standard suspension and shock absorption	
<b>BRAKES</b>		
ESC (Electronic Stability Control)		
ABS (Anti-lock Braking System)		
MCB (Automatic Post-Collision Braking System)		
ASR (Anti-slip Regulation)		
EDL (Electronic Differential Lock)		
TCS (Traction Control System)		
Hill hold control		
<b>WHEEL RIMS / TYRES</b>		
16" steel wheels (20-hole style)		
Tyres 205/65 R16 C 107/105T		
Full-sized spare wheel (steel)		
<b>DIMENSIONS / CAPACITIES</b>		
Fuel tank (litres)	80	
Wheelbase (mm)	3400	
Ground clearance (mm)	202	
Trailer weight, 12% gradient - Braked / Unbraked (kg)	2200 / 750	
Trailer nose weight (kg)	100	
Air bags	Mandatory – Air Bags D+P SIDE - CSA	
<b>SEATS</b>		
Number of seats	<ul style="list-style-type: none"> <li>• 3</li> <li>• Customized working areas with a working table supplied with electric power able to accommodate a desktop computer and printer</li> </ul>	
Towing requirements	<ul style="list-style-type: none"> <li>• Rear Bar with Tow Hitch ball compactible with the trailer Female Trailer socket</li> </ul>	
<b>SECURITY</b>		
Anti-theft alarm system		
Remote-controlled central locking with interior release		
<b>GUARANTEES</b>		
15,000 km service intervals		
12- month anti-corrosion warranty		
Vehicle colour shall be Golden Brown		
Branding will be installed as instructed by the employer		
Shall be installed with rotating light (strobes) bar on the roof to be visible by all motorist in all directions at all times while in operation.		
Shall be installed with extra warning strobe (lighting) for warning and safety as instructed by the employer.		

**SECTION VII SCHEDULE OF PRICE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Quantity</b>	<b>RATE (KShs)</b>	<b>AMOUNT (KShs)</b>
1	Supply of Road Surface Profiler 7 Laser (Upgradable to 21 Laser)	No.	1		
2	Data collection software	No.	1		
3	Post processing software	No.	1		
4	Road surface profiler spare parts	No.	1		
5	Road surface profiler GPS	No.	1		
6	Relative calibration kit	No.	1		
7	Right Of Way camera	No.	1		
8	Distance Measuring equipment	No.	1		
9	Pre-shipment inspection & acceptance and training	L. Sum	1	6,500,000.00	6,500,000.00
11	Training of KeNHA personnel at HQ	No.	1		
12	Training at KeNHA regions	No.	13		
13	Supply of Brand new (zero mileage) fully loaded, all wheel Van of 1968cc minimum	No.	1		
14	Operation of the road surface profiler	Months	18		
	<b>SUB-TOTAL</b>				
	<b>VAT 16%</b>				
	<b>TOTAL CARRIED TO FORM OF TENDER</b>				

## **SECTION VIII STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## FORM OF TENDER

Date \_\_\_\_\_  
Tender No. – KeNHA/HQ/001/2023

To Director General  
KeNHA

Dear Sir

Having examined the tender documents including Addenda Nos.....*[Insert numbers of Addendums if any]* of which we hereby duly acknowledge, we, the undersigned, offer to Supply, Installation, Testing, Commissioning, Training and Maintenance of a Road Surface Profiler (RSP) Machine

1. in conformity with the said tender documents for the sum of.  
.....  
.....  
.....*[total tender amount in words and figures Kenya Shillings]*  
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 5 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 \_\_\_\_\_ 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\_\_\_\_

Name \_\_\_\_\_ Designation \_\_\_\_\_

Signature \_\_\_\_\_ Official Rubber Stamp \_\_\_\_\_

## 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 Supply, Installation, Testing, Commissioning, Training and Maintenance of a Road Surface Profiler (RSP) Machine and has accepted a tender by the tenderer for the Supply, Installation, Testing, Commissioning, Training and Maintenance of a Road Surface Profiler (RSP) 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 FORM

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 (Head office).

.....

Plot No..... Street/Road.....

Postal Address ..... Tel No. .... Fax..... E  
mail ... ..

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 detail

.....  
☐

### 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.....

5.....

.....

(Attach certificate of incorporation)

Date .....

Seal/Signature of Candidate .....



**FORM OF TENDER SECURITY - DEMAND UNCONDITIONAL BANK GUARANTEE**

Beneficiary: \_\_\_\_\_

Invitation to Tender No: \_\_\_\_\_

Date: \_\_\_\_\_

TENDER	GUARANTEE	No.:
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Guarantor:

We have been informed that \_\_\_\_\_ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of under Invitation to Tender No. \_\_\_\_ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to be provided by the Applicant; or
- b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to be provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's Tendering document.

This guarantee will expire:

- a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the performance Security and, issued to the Beneficiary in relation to such contract agreement; or
- b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

## 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]*

**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 there under 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.....OF... ..20.....

BETWEEN

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

Request for review of the decision of the Kenya National Highways Authority 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 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 of .....20.....

SIGNED

Board Secretary

## FORM RB 2. BENEFICIAL OWNERSHIP DISCLOSURE FORM

### **INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:*

- *Directly or indirectly holding 25% or more of the shares.*
- *Directly or indirectly holding 25% or more of the voting rights.*
- *Directly or indirectly having the right to appoint a majority of the board of directors or*

Tender Reference No.: \_\_\_\_\_ [insert

identification no] Name of the Assignment: \_\_\_\_\_ [insert

name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

OR

*We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”*

*Name of the Tenderer: ..... \*[insert complete name of the Tenderer] \_\_\_\_\_*

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

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

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date signed ..... [insert date of signing] day of..... [Insert month], [insert year]*