



**Kenya National Highways Authority**

*Quality Highways, Better Connections*

**REQUEST FOR PROPOSALS FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT TWENTY- SIX (26) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA**

**LOT 2: MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT FOURTEEN (14) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA - EASTERN**

**TENDER No. KeNHA/2739/2024**

**(ALL)**

**JANUARY 2024**

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

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

**TABLE OF CONTENTS**

<b>SECTION I INVITATION TO TENDER .....</b>	<b>4</b>
<b>SECTION II - INSTRUCTIONS TO TENDERERS AND DATA SHEET .....</b>	<b>7</b>
<b>SECTION 2(A): INSTRUCTIONS TO TENDERERS (ITT) .....</b>	<b>7</b>
<b>PREPARATION OF PROPOSALS .....</b>	<b>13</b>
<b>SUBMISSION, OPENING AND EVALUATION .....</b>	<b>19</b>
<b>NEGOTIATIONS AND AWARD .....</b>	<b>27</b>
<b>SECTION 2 (B) - TENDER DATA SHEET (TDS).....</b>	<b>30</b>
<b>SECTION III- EVALUATION AND QUALIFICATION CRITERIA.....</b>	<b>38</b>
<b>SECTION 4. TECHNICAL PROPOSAL – STANDARD FORMS .....</b>	<b>43</b>
<b>FORM TECH-1: FORM OF TENDER - TECHNICAL PROPOSAL SUBMISSION FORM. ....</b>	<b>43</b>
<b>1 FORM ELI-1.1- TENDERER INFORMATION FORM .....</b>	<b>45</b>
<b>2 FORM ELI- 1.2- TENDERER JV INFORMATION .....</b>	<b>46</b>
<b>FORM TECH-2: CONFIDENTIAL BUSINESS QUESTIONNAIRE .....</b>	<b>48</b>
<b>FORM TECH-3: CONFLICT OF INTEREST DISCLOSURE .....</b>	<b>50</b>
<b>FORM TECH-4: CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION ...</b>	<b>51</b>
<b>FORM TECH-6: CONTRACTOR'S ORGANIZATION AND EXPERIENCE .....</b>	<b>60</b>
<b>FORM TECH-7: COMMENTS AND SUGGESTIONS .....</b>	<b>61</b>
<b>FORM TECH-8: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN .....</b>	<b>62</b>
<b>FORM TECH-9: WORK SCHEDULE.....</b>	<b>63</b>
<b>FORM TECH-10: FINANCIAL SITUATION AND PERFORMANCE .....</b>	<b>64</b>
<b>FORM TECH – 11: AVERAGE ANNUAL SIMILAR SERVICES TURNOVER.....</b>	<b>68</b>
<b>FORM TECH 12: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS..</b>	<b>69</b>
<b>FORM EQU: CONTRACTOR'S EQUIPMENT .....</b>	<b>71</b>
<b>FORM PER -1: KEY PERSONNEL SCHEDULE .....</b>	<b>72</b>
<b>Form PER -2 .....</b>	<b>73</b>
<b>FORM Per 3: CURRICULUM VITAE (CV) .....</b>	<b>75</b>
<b>FORMTECH-13: MANDATORY SUPPORT DOCUMENTS.....</b>	<b>77</b>
<b>FORM TECH – 14: FORM OF TENDER SECURITY - Form of Demand Guarantee .....</b>	<b>78</b>
<b>FORM TECH - 15: TENDER-SECURING DECLARATION FORM .....</b>	<b>79</b>
<b>FORM TECH – 16: FORM OF WRITTEN POWER OF ATTORNEY .....</b>	<b>80</b>
<b>FORM TECH – 17: HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY.....</b>	<b>81</b>
<b>FORM TECH – 18: DECLARATION FORM – FAIR EMPLOYMENT LAW AND PRACTICES .....</b>	<b>82</b>
<b>PERFORMANCE BANK GUARANTEE .....</b>	<b>84</b>
<b>SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS .....</b>	<b>98</b>
<b>FORM OF TENDER.....</b>	<b>103</b>
<b>FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM .....</b>	<b>106</b>
<b>FORM FIN-2: SUMMARY OF COSTS .....</b>	<b>107</b>

January 2024

<b>FORM FIN-3: BREAKDOWN OF PRICE PER ACTIVITY</b> .....	107
<b>SECTION VI</b> .....	130
<b>TERMS OF REFERENCE FOR LOT 2: MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT FOURTEEN (14) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA</b> .....	130
<b>BACKGROUND INFORMATION</b> .....	130
<b>ATTACHMENT A REQUIRED INFORMATION TO BE INCLUDED IN MONTHLY PROGRESS REPORT</b> .....	146
<b>SECTION VIII DRAWINGS</b> .....	152
<b>PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS</b> .....	<b>155</b>
<b>GENERAL CONDITIONS OF CONTRACT (FIDIC CONDITIONS)</b> .....	<b>157</b>
<b>SPECIAL CONDITIONS OF CONTRACT</b> .....	<b>164</b>
<b>SECTION XI - CONTRACT FORMS</b> .....	167
<b>FORM NO. 1 - NOTIFICATION OF INTENTION TO AWARD</b> .....	168
<b>FORM NO. 2 - NOTIFICATION OF AWARD</b> .....	172
<b>FORM NO. 3 – CONTRACT AGREEMENT</b> .....	173
<b>FORM NO. 4 - PERFORMANCE SECURITY</b> .....	174
<b>FORM NO. 5 - ADVANCE PAYMENT SECURITY</b> .....	175
<b>FORM NO. 6 - RETENTION MONEY SECURITY</b> .....	177

---

**SECTION I**

**INVITATION TO TENDER**

---

January 2024

## SECTION 1: REQUEST FOR PROPOSALS (RFP)

**PROCURING ENTITY:** KENYA NATIONAL HIGHWAYS AUTHORITY

**CONTRACT NAME AND DESCRIPTION:** LOT 2: MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT FOURTEEN (14) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA - EASTERN

The Kenya National Highways Authority (KeNHA) is a State Corporation established under the Kenya Roads Act, 2007, with the responsibility for the management, development, rehabilitation and maintenance of national roads.

The Authority invites sealed tenders for **Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya -Eastern**, through a three (3) year Output Based Performance Contract.

1. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
2. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours [0800 to 1700 hours Mondays to Fridays], *excluding* Public Holidays at the address below:

**Deputy Director – Supply Chain Management,  
Kenya National Highways Authority,  
P. O. Box 49712-00100, Nairobi  
Barabara Plaza, Jomo Kenyatta International Airport,  
Mazao Road, Off Airport North Road, Block C 2<sup>nd</sup> Floor**

3. A complete set of tender documents may be purchased or obtained by interested tenderers upon payment of a non-refundable fees of **KSh. 1,000.00 (Kenya Shillings One Thousand Only)** in cash or Banker's Cheque and payable to the address specified below:

**Deputy Director – Supply Chain Management,  
Kenya National Highways Authority,  
P. O. Box 49712-00100, Nairobi  
Barabara Plaza, Jomo Kenyatta International Airport,  
Mazao Road, Off Airport North Road, Block C 2<sup>nd</sup> Floor**

4. Tender documents may be viewed and downloaded for free from the website [www.kenha.co.ke](http://www.kenha.co.ke) or <https://tenders.go.ke/>.
5. All Tenders must be accompanied by an original tender security (**Value KSh. 500,000.00**) in the form of Unconditional Bank Guarantee from a reputable bank in Kenya.
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tenders must be deposited in the tender box situated at:

**Kenya National Highways Authority,**

January 2024

**P. O. Box 49712-00100, Nairobi**

**Barabara Plaza, Jomo Kenyatta International Airport,**

**Mazao Road, Off Airport North Road, Block C 2nd Floor**

or delivered to the address below on or before **Monday, 19<sup>th</sup> February, 2024 at 11:00 am.**

Electronic Tenders will not be permitted.

**Please note that bulky Tender Documents which do not fit in the tender box shall be delivered to the Supply Chain Management office at Barabara Plaza, Block C 2<sup>nd</sup> Floor.**

8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the **KeNHA Board Room, Block C, 2<sup>nd</sup> Floor, Barabara Plaza.**
9. Late tenders will be rejected.
10. The addresses referred to above are:

**Deputy Director – Supply Chain Management,  
Kenya National Highways Authority,  
P. O. Box 49712-00100, Nairobi  
Barabara Plaza, Jomo Kenyatta International Airport,  
Mazao Road, Off Airport North Road, Block C 2<sup>nd</sup> Floor**

## **SECTION II - INSTRUCTIONS TO TENDERERS AND DATA SHEET**

### **SECTION 2(A): INSTRUCTIONS TO TENDERERS (ITT)**

#### **A. GENERAL PROVISIONS**

##### **1. Meanings/Definitions**

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Tenderer.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Kenya.
- c) “Procuring Entity” means the entity that is carrying out the Contractor selection process and signs the Contract for the Services with the selected Tenderer.
- d) “Contractor” means a legally-established business or an entity that may provide or provides the Services to the Procuring Entity under the Contract.
- e) “Contract” means a legally binding written agreement signed between the Procuring Entity and the Contractor and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices.
- f) “Data Sheet” means an integral part of the Instructions to Tenderers (ITT) Section 2 that is used to reflect specific assignment conditions to supplement, but not to over-write, the provisions of the ITT.
- g) “Day” means a calendar day unless otherwise specified as "Business Day". A Business Day is any day that is an official working day in Kenya and excludes official public holidays.
- h) “Experts” means, collectively, Key Staff, Non-Key Staff, or any other personnel of the Contractor, Sub-Contractor or Joint Venture member(s).
- i) “Government” means the Government of the Republic of Kenya.
- j) “In writing” means communicated in written form such as by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Procuring Entity with proof of receipt.
- k) “Joint Venture (JV)” means an association with or without a legal personality distinct

January 2024

from that of its members, of more than one Contractor where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Entity for the performance of the Contract.

- l) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is considered in the technical evaluation of the Tenderer's proposal.
- m) “ITT” (this Section 2 of the RFP) means the Instructions to Tenderers that provides the Tenderers with all information needed to prepare their Proposals.
- n) “Letter of RFP” means the letter of invitation being sent by the Procuring Entity to the Tenderers.
- o) “Non-Key Expert(s)” means an individual professional provided by the Tenderer or its Sub-Tenderer and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- p) “Proposal” means the Technical Proposal and the Financial Proposal of the Tenderer.
- q) “Public Procurement Regulatory Authority (PPRA)” means the statutory authority of the Government of Kenya that is mandated with the role of regulating and monitoring compliance with the public procurement law and regulations.
- r) “RFP” means the Request for Proposals to be prepared by the Procuring Entity for the selection of Tenderers.
- s) “Services” means the work to be performed by the Tenderer pursuant to the Contract.
- t) “Sub-Contractor” means an entity to whom the Contractor intends to sub-contract for any part of the Services while the Contractor remains responsible to the Procuring Entity during the whole performance of the Contract. The Contractor shall not subcontract more than 70% of the works comprising the assignment in terms of the value of the contract sum.  
  
*No sub-contractor in any aspect of the work shall be engaged by the Main Contractor without the approval of the Engineer.*
- u) “Terms of Reference (TOR)” means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the



January 2024

Procuring Entity and the Tenderer, and expected results and deliverables of the assignment.

## **2. Introduction**

- 2.1 The Procuring Entity named in the Data Sheet intends to select a Tenderer from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The Tenderers are invited to submit a Technical Proposal and a Financial Proposal, for the services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Tenderer.
- 2.3 The Tenderers should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is mandatory and is at the Tenderers' expense.
- 2.4 The Procuring Entity will timely provide, at no cost to the Tenderers, the inputs, relevant project data, and reports required for the preparation of the Tenderer's Proposal as specified in the Data Sheet.

## **3. Conflict of Interest**

- 3.1 The Tenderer is required to provide professional, objective, and impartial advice, always holding the Procuring Entity's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- 3.2 The Tenderer has an obligation to disclose to the Procuring Entity any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Entity. Failure to disclose such situations may lead to the disqualification of the Tenderer or the termination of its Contract.
- 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Tenderers shall not be hired under the circumstances set forth below:

i) *Conflicting Activities*

Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Procuring Entity to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

ii) *Conflicting Assignments*

Conflict among consulting assignments: A Tenderer (including its Experts and Sub-Tenderers) or any of its Affiliates shall not be hired for any assignment that, by its nature, may conflict with another assignment of the Tenderer for the same or for another Procuring Entity.

(iii) *Conflicting Relationships*

Relationship with the Procuring Entity's staff: a Tenderer (including its Experts and Sub-Tenderers) that has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:

- (i) are directly or indirectly involved in the preparation of the Terms of Reference for the assignment,
- (ii) the selection process for the Contract, or
- (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from such relationship has been resolved in a manner that determines there is no conflict to affect this selection process.

iii) *Others*

Any other types of conflicting relationships

#### **4. Unfair Competitive Advantage**

Fairness and transparency in the selection process require that the Tenderers or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided the services related to the assignment in question.

## 5. Corrupt and Fraudulent Practices

5.1 Tenderer firms or any of its members shall not be involved in corrupt, coercive, obstructive, collusive or fraudulent practice. Tenderer firms or any of its members that are proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.

## 6. Collusive practices

6.1 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any Tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenderers shall be required to complete and sign the “Certificate of Independent Proposal Determination” annexed to the Proposal Form.

6.2 In further pursuance of this policy, Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, service providers, suppliers, and their personnel, to permit the Government and its agencies to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors, investigators or compliance officers.

## 7. Eligibility

7.1 In selection of Tenderers, short-listing shall be composed of firms or individuals who belong to the same line of professional business and who are almost of the same capability.

7.2 Unless otherwise specified in the Data Sheet, the Procuring Entity permits Tenderers including proposed experts, joint ventures and individual members from all countries and categories to offer management services. The maximum number of members so far in a JV shall be specified in the TDS.

7.3 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. **JVs will be required to seek for exemption from the Competition Authority.** Exemption shall not be a condition for submission of proposals, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)

January 2024

7.4 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

7.5 It is the Tenderer's responsibility to ensure that it's Experts, joint venture members, Sub-Tenderers, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

7.6 As an exception to the foregoing ITT 7.1 and 7.2 above:

a) Sanctions-

A firm or an individual that has been debarred from participating in public procurement shall be ineligible to be awarded a contract, or to benefit from the contract, financially or otherwise, during the debarment period. The list of debarred firms and individuals is available from the website of PPRA [www.ppra.go.ke](http://www.ppra.go.ke).

b) Prohibitions-Firms and individuals of a country or goods in a country maybe ineligible if:

i) As a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

ii) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or services from that country or any payments to any country, person, or entity in that country.

c) Restrictions for Government-owned Enterprises or institutions in Kenya shall be eligible only if they can establish that they

i) Are legally and financially autonomous,

ii) Operate under commercial law, and

iii) That they are not dependent agencies of the Procuring Entity.

d) Restrictions for public employees - Government officials and civil servants and employees of public institutions shall not be hired for consulting contracts.

7.7 Margin of Preference and Reservations. Margin of preference shall be allowed in the selection of

January 2024

Tenderers. Reservations may however be allowed to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the Data Sheets. A procuring entity shall ensure that the invitation to submit proposals specifically includes only businesses or firms belonging to one group.

## **PREPARATION OF PROPOSALS**

### **8 General Considerations**

8.1 In preparing the Proposal, the Tenderer is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **9 Cost of Preparation of Proposal**

9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Entity is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without there by incurring any liability to the Tenderer.

### **10 Language**

10.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Tenderer and the Procuring Entity shall be written in the English language.

### **11 Documents Comprising the Proposal**

11.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.

11.2 The Tenderer shall declare in the Financial Proposal Submission Form, that in competing for and executing a contract, it shall undertake to observe the laws of Kenya against fraud and corruption including bribery, as well as against anti-competitive practices including bid rigging.

11.3 The Tenderer shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal Submission Form.

## **12 Only One Proposal**

12.1 The Tenderer (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Tenderer, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude Sub-Tenderer, or the Tenderer's staff from participating as Key and Non-Key staff in more than one Proposal when circumstances justify and if stated in the Data Sheet.

12.2 Members of a joint venture may not also make an individual Proposal, be a subcontractor in a separate proposal or be part of another joint venture for the purposes of the same Contract.

12.3 Should a Joint Venture subsequently win the Contract, it shall consider whether an application for exemption from the Competition Authority of Kenya is merited pursuant to Section 25 of the Competition Act 2010.

## **13 Proposal Validity**

### **a. Proposal Validity Period**

13.1 The Data Sheet indicates the period during which the Tenderer's Proposal must remain valid after the Proposal submission deadline.

13.2 During this period, the Tenderer shall maintain its original Proposal without any change, including the availability of the Key staff, the proposed rates and the total price.

13.3 If it is established that any Key staff nominated in the Tenderer's Proposal was not be available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with IT C5.

### **b. Extension of Validity Period**

13.4 The Procuring Entity will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Entity may request, in writing, all Tenderers who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

13.5 If the Tenderer agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key staff, except

January 2024

as provided in ITT13.7.

13.6 The Tenderer has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**c. Substitution of Key staff at Validity Extension**

13.7 If any of the Key staff become unavailable for the extended validity period, the Tenderer shall provide a written adequate justification and evidence satisfactory to the Procuring Entity together with the substitution request. In such case, a replacement Key staff shall have equal or better qualifications and experience than those of the originally proposed Key staff. The technical evaluations score, however, will remain to be based on the evaluation of the CV of the original Key staff.

13.8 If the Tenderer fails to provide a substitute Key staff with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Entity, such Proposal will be rejected.

**d. Sub-Contracting**

13.9 The Contractor shall not subcontract the whole or part of the Services without reasonable justification and written approval of the Procuring Entity.

**14 Clarification and Amendment of RFP**

14.1 The Tenderer may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Entity's address indicated in the Data Sheet. The Procuring Entity will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Tenderers. Should the Procuring Entity deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

14.2 At any time before the proposal submission deadline, the Procuring Entity may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all invited Tenderers and will be binding on them. The Tenderers shall acknowledge receipt of all amendments in writing.

14.3 If the amendment is substantial, the Procuring Entity may extend the proposal submission

January 2024

deadline to give the Tenderers reasonable time to take an amendment in to account in their Proposals.

- 14.4 The Tenderer may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## **15 Preparation of Proposals–Specific Considerations**

- 15.1 While preparing the Proposal, the Tenderer must give particular attention to the following:
- 15.2 If a Tenderer considers that it may enhance its expertise for the assignment by associating with other Tenderers in the form of a Joint Venture or as Sub-Tenderers, it may do so long as only one Proposal is submitted, in accordance with ITT 11 above. A Tenderer cannot associate with shortlisted Tenderer(s). When associating with non-shortlisted/non-invited firms in the form of a joint venture or a sub-consultancy, the shortlisted/invited Tenderer shall be a lead member. If shortlisted/invited Tenderer associates with each other, any of them can be a lead member.
- 15.3 The Procuring Entity may indicate in the Data Sheet the estimated amount or Key staff' time input (expressed in person-month), or the Procuring Entity's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Tenderer's own estimates for the same. This clause shall not apply when using Fixed Budget selection method.
- 15.4 Site Staff shall not appear in more than one proposal for same Bidder unless so allowed in the Data Sheet. Invited firms must ensure their Site staff do not appear in more than one proposal, otherwise their proposals with Site staff appearing in more than one proposal will be rejected.

## **16 Site Visit and Data Room**

- 16.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.
- 16.2 The Procuring Entity has established a data room (herein after called the Data Room) with a selection of relevant data to be accessible to Tenderers or their representatives. The address of the Data Room, and other information considered relevant by the Procuring Entity (such as an inventory of materials, or dates, rules and procedures for access, and dates of availability) areas



specified in the TDS.

## **17 Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works**

17.1 A pre-tender conference will be held, at a date and venue specified in the TDS. Details of the pre-arranged pretender visit of the site of the works will be as specified in the TDS. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

17.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the TDS before the meeting.

17.3 Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.

17.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the webpage identified in the TDS. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 14 and not through the minutes of the pre-Tender meeting. **Attendance of the Pre-Tender Conference meeting will be mandatory if organised and Non-attendance will be a cause for disqualification of a Tenderer.**

## **18 Technical Proposal Format and Content**

18.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the Data Sheet under ITT 11.1. The Technical Proposal shall not include any financial information. **A Technical Proposal containing material financial information shall be declared non-responsive.**

18.2 Tenderer shall not propose alternative Key Staff. Only one CV shall be submitted for each Key Expert position. **Failure to comply with this requirement will make the Proposal non-responsive.**

## 19 Financial Proposal

19.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including:

- (a) Performance of;
  - (i) Provision of data analysis, reporting and dispersion report in soft and hard copy as per KeNHA requirements to KeNHA Headquarters, Static and Mobile Weighbridges for enforcement purposes,
  - (ii) Operations and Maintenance of the Lot 2: 14 Virtual Weighbridge Stations and;
- (b) Direct expenses such as
  - (i) Subsistence (per diem, housing),
  - (ii) Staff wages and emoluments
  - (iii) transportation (international and local, for mobilization and demobilization). *In particular, the bidder shall take into consideration travel and accommodation costs and include in his rates sums to facilitate a benchmarking and review trip of Four (4) No Client's officials to Europe or North America to strengthen Weigh in Motion systems operations and management across the network.*
  - (iv) Services and equipment (vehicles, office equipment, furniture, and supplies), insurance, printing of documents, surveys, and training, if it is a major component of the assignment.

As appropriate these costs should be broken down by activity.

All this computation goes towards break-down of appropriate rates. Payment of the service will only be reimbursed according to the bills of quantities in this tender. There shall be no separate payments for any of the above expenses, except for the purpose of bids analysis and any future variation should it become necessary.

Irrespective of the Tenderer selection method, any Tenderer that does not submit itemized and priced financial proposal, or merely refers the Procuring Entity to other legal instruments for the applicable minimum remuneration fees shall be considered non-responsive.

### a. Price Adjustment

19.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates apply if so, stated in the Data Sheet.

### b. Taxes

19.3 The Tenderer and its Sub-Tenderers and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in

January 2024

Kenya is provided in the Data Sheet.

**c. Currency of Proposal**

19.4 The Tenderer may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in Kenya Shillings.

**d. Currency of Payment**

19.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

**SUBMISSION, OPENING AND EVALUATION**

**20 Submission, Sealing, and Marking of Proposals**

20.1 The Tenderer shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITT 11 (Documents Comprising Proposal). Tenderers shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the Data Sheet, the Tenderer has the option of submitting its Proposals electronically.

20.2 An authorized representative of the Tenderer shall sign the original submission letters in the required format for both the Technical Proposal and the Financial Proposals and **shall initial all pages of both**. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal. The bid shall be typed or written in indelible ink and shall be signed by the authorized representative. The person or persons signing the Proposal **shall initial all pages of both** Technical and Financial Proposal: **Any alterations made in the tender document must be countersigned. Non-initialization and countersigning shall constitute non-responsiveness.**

20.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

20.4 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

January 2024

20.5 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

## **21 Sealing and Marking of Proposals**

21.1 The firm shall deliver the Proposals in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the assignment, addressed to the Procuring Entity and a warning “DO NOT OPEN BEFORE (The time and date for proposal opening date)”. Within the single envelope, package or container, the Firm shall place the following separate, sealed envelopes:

21.2 In the single sealed envelope, or in a single sealed package, or in a single sealed container the following documents shall be closed and shall be addressed as follows:

- i) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Technical Proposal, as described in ITT 11;
- ii) in an envelope or package or container marked “COPIES”, all required copies of the Technical Proposal;
- iii) in an envelope or package or container marked “ORIGINAL”, all required copies of the Financial Proposal; and

21.3 The inner envelopes or packages or containers shall:

- i) Bear the name and address of the Procuring Entity.
- ii) Bear the name and address of the Firm; and
- iii) Bear the name and Reference number of the Assignment.

21.4 If an envelope or package or container is not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the proposal. Proposals that are misplaced or opened prematurely will not be accepted.

21.5 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Procuring Entity no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Procuring Entity after the deadline shall be declared late and rejected, and promptly returned unopened.

## **22 Confidentiality/Canvassing**

- 22.1 From the time the Proposals are opened to the time the Contract is awarded, the Tenderer should not contact the Procuring Entity on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Tenderers who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- 22.2 Any attempt by Tenderers or any one on behalf of the Tenderer to influence improperly the Procuring Entity in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing PPRA's debarment procedures.
- 22.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Tenderer wishes to contact the Procuring Entity on any matter related to the selection process, it should do so only in writing.

## **23 Opening of Technical Proposals**

- 23.1 The Procuring Entity's opening committee shall conduct the opening of the Technical Proposals in the presence of the Tenderers' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored by the Procuring Entity or with a reputable public auditor or independent authority until they are opened.
- 23.2 At the opening of the Technical Proposals the following shall be read out:
- (i) the name and the country of the Tenderer or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members.
  - (ii) the presence or absence of a duly sealed envelope with the Financial Proposal.
  - (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and
  - (iv) any other information deemed appropriate or as indicated in the Data Sheet.

## **24 Proposals Evaluation**

24.1 The evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and after the Procuring Entity notifies all the Tenderers in accordance with ITT 26.1.

24.2 The Tenderer is not permitted to alter or modify its Proposal in anyway after the proposal submission deadline except as permitted under ITT14.4. While evaluating the Proposals, the Evaluation Committee will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **25 Evaluation of Technical Proposals**

25.1 The Procuring Entity's evaluation committee shall evaluate the Technical Proposals that have passed the eligibility and mandatory criteria, on the basis of their responsiveness to the Terms of Reference and the RFP.

In addition, the following criteria will also be considered and any other criteria that may be included in the data sheet.

- a) Tenderer has submitted the required number of copies of the Technical Proposals.
- b) Tenderer has submitted a sealed financial proposal.
- c) The Proposal is valid for the required number of days.
- d) The Technical Proposal is signed by the person with power of attorney, without material deviation, reservation, or omission.
- e) The Technical Proposal is complete with all the forms and required documentary evidence submitted.
- f) A valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- g) Key Staff are from eligible countries.
- h) Key Staff do not appear in more than one proposal.
- i) A short-listed firm has not participated in more than one proposal, if so required.
- j) The Tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up.

January 2024

- k) The Tenderer, its sub-Tenderers and experts have not engaged in or been convicted of corrupt or fraudulent practices.
- l) The Tenderer is neither precluded from entering into a Contract nor debarred by PPRA.
- m) The firm has not proposed employing public officials, civil servants and employees of public institutions.
- n) The Tenderer, its sub-Tenderers and experts have no conflicts of interest.

25.2 Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## **26 Public Opening of Financial Proposals**

### **26.1 Unsuccessful Proposals**

After the technical evaluation is completed, the Procuring Entity shall notify those Tenderers whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) Their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score.
- (ii) Provide information relating to the Tenderer's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) Their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iii) Notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

### **26.2 Financial Proposals**

Following the ranking of the Technical Proposals, and after internal approvals, the Procuring Entity shall simultaneously notify in writing those Tenderers whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

January 2024

- (i) Their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score.
- (ii) Provide information relating to the Tenderer's overall technical score, as well as scores obtained for each criterion and sub-criterion.
- (iii) Their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) Notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

### 26.3 Opening of Financial Proposals

The opening date shall be at least One (1) Day from the date of notification of the results of the technical evaluation, described in ITT 23.1 and 23.2.

The Tenderer's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Tenderer's choice.

The Financial Proposals shall be opened publicly by the Procuring Entity in the presence of the representatives of the Tenderers and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the Procuring Entity as indicated in the Data Sheet.

At the opening, the names of the Tenderers, and the overall technical scores shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Tenderers who submitted Proposals.

### 26.4 Evaluation of Financial Proposals

The formulae for determining the Financial Score (Sf) shall be, as follows: -

$$Sf = 100 \times \frac{Fm}{F}$$

Where Sf is the financial score;  
Fm is the lowest priced financial proposal and  
F is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights;

$$T = \text{Weight given to the Technical Proposal};$$
$$P = \text{Weight given to the Financial Proposal}; \text{ whereby } T + P = 1.$$

The combined technical and financial score, S, is calculated as follows:



$$S = St \times T \% + Sf \times P \%$$

## **27 Correction of Errors**

27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

## **28 Taxes**

28.1 Subject to ITT 19.3, all taxes are deemed to be included in the Tenderer's financial proposal as separate items, and, therefore, considered in the evaluation.

28.2 All local identifiable taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income and withholding tax payable to Kenya on the remuneration of non-resident Experts for the services rendered in Kenya are dealt with in accordance with the instructions in the Data Sheet.

## **29 Abnormally Low Prices**

29.1 An Abnormally Low Price is one where the financial price, in combination with other constituent elements of the proposal, appears unreasonably low to the extent that the price raises material concerns with the Procuring Entity as to the capability of the Consulting firm to perform the Contract for the offered price.

29.2 In the event of identification of a potentially Abnormally Low Price by the evaluation committee, the Procuring Entity shall seek written clarification from the Tenderer, including a detailed price analysis of its price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the RFP document.

29.3 After evaluation of the price analysis, if the Procuring Entity determines that the firm has failed to demonstrate its capability to perform the contract for the offered price, the Procuring Entity shall reject the firm's proposal.

## **30 Abnormally High Prices**

30.1 An abnormally high price is one where the proposal price, in combination with other constituent elements of the proposal, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money

January 2024

or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

- 30.2 In case of an abnormally high tender price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct, and review the RFP to check if the specifications, TOR, scope of work and conditions of contract are contributory to the abnormally high proposals. The Procuring Entity may also seek written clarification from the Tenderers on the reason or the high proposal price. The Procuring Entity shall proceed as follows:
- 30.3 If the proposal price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the proposal depending on the Procuring Entity's budget considerations.
- 30.4 If specifications, TOR, scope of work and/or conditions of contract are contributory to the abnormally high proposal prices, the Procuring Entity shall reject all proposals and may re-invite for proposals for the contract based on revised estimates, specifications, TOR, scope of work and conditions of contract.
- 30.5 If the Procuring Entity determines that the Proposal Price is abnormally too high because genuine competition between Tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Proposals and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before re-inviting for proposals.

### **31 Unbalanced and/or Front-Loaded Tenders**

- 31.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 31.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a. Accept the Tender; or
  - b. Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a10% of the Contract Price; or

January 2024

- c. Agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d. Reject the Tender.

### **32 Power of Attorney**

32.1 Each Tenderer shall provide a written power of attorney duly notarized, indicating that the person(s) signing the Tender has the authority to sign the Tender and thus that the Tender is binding upon the Tenderer during the full period of its validity.

### **33 Notification of Intention to enter into a Contract/Notification of Award**

33.1 The Procuring Entity shall send to each Tenderer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to enter into a Contract / Notification of Award shall contain, at a minimum, the following information:

- i) The name and address of the Tenderer with whom the Procuring Entity successfully negotiated a contract.
- ii) The contract price of the successful Proposal.
- iii) A statement of the reasons why the recipient's Proposal was unsuccessful.
- iv) The expiry date of the Standstill Period, and
- v) Instructions on how to request a debriefing and/or submit a complaint during the standstill period.

### **34 Standstill Period**

34.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Stand still Period shall not apply.

34.2 Whereas Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

## **NEGOTIATIONS AND AWARD**

### **35 Negotiations**

January 2024

35.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer.

35.2 The evaluation committee shall prepare minutes of negotiations that are signed by the Accounting Officer and the Tenderer's authorized representative.

### **36 Availability of Key Staff**

36.1 The invited Tenderer shall confirm the availability of all Key Staff included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Staff availability may result in the rejection of the Tenderer's Proposal and the Procuring Entity proceeding to negotiate the Contract with the next-ranked Tenderer.

36.2 Notwithstanding the above, the substitution Key Staff at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Tenderer, including but not limited to death or medical incapacity. In such case, the Tenderer shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

### **37 Technical negotiations**

The technical negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Entity's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### **38 Financial negotiations**

38.1 The financial negotiations include the clarification of the Tenderer's tax liability in Kenya and how it should be reflected in the Contract. All applicable taxes shall be itemized separately and included in the contract price.

### **39 Conclusion of Negotiations**

39.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Accounting Officer and the Tenderer's authorized representative and minutes prepared to record the outcome of the negotiations.

January 2024

39.2 If the negotiations fail, the Procuring Entity shall inform the Tenderer in writing of all pending issues and disagreements and provide a final opportunity to the Tenderer to respond. If disagreement persists, the Procuring Entity shall terminate the negotiations informing the Tenderer of the reasons for doing so. The Procuring Entity will invite the next-ranked Tenderer to negotiate a Contract. Once the Procuring Entity commences negotiations with the next-ranked Tenderer, the Procuring Entity shall not reopen the earlier negotiations.

#### **40 Letter of Award**

40.1 Upon expiry of the Standstill Period, after satisfactorily addressing any appeal that has been filed within the Standstill Period, and upon successful negotiations, the Procuring Entity shall send a Letter of Award to the successful Tenderer. The letter shall confirm the Procuring Entity's award of Contract to the successful Tenderer and requesting the Tenderer to sign and return the draft negotiated Contract within Twenty-One (21) Days from the date of the Letter of Award.

#### **41 Signing of Contract**

41.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITT 29.1 and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

41.2 The Tenderer is expected to commence the assignment on the date and at the location specified in the Data Sheet.

#### **42 Publication of Procurement Contract**

42.1 Within the period specified in the Data Sheet, the Procuring Entity shall publish the awarded Contract which shall contain, at a minimum, the following information:

- (a) name and address of the Procuring Entity.
- (b) name and reference number of the contract being awarded,
- (c) the selection method used.
- (d) names of the Tenderers that submitted proposals.
- (e) names of all Tenderers whose Proposals were rejected or were not evaluated.
- (f) the name of the successful Tenderer, the final total contract price, the contract duration and a summary of its scope.

January 2024

42.2 The awarded Contract shall be published on the Procuring Entity's website with free access if available and in the official procurement tender portal.

**SECTION 2 (B) - TENDER DATA SHEET (TDS)**

<b>A. General Provisions</b>	
Reference to ITT Clause	
1(j)	<p>Electronic procurement system shall be used: (a) Yes .....(b) No (✓)</p> <p>If yes;</p> <p>Electronic - Procurement System</p> <p>The Procuring Entity shall use the following electronic-procurement system to manage this Request for Proposal process:</p> <p><b>[www.kenha.co.ke]</b></p> <p>The electronic-procurement system shall be used to manage the following part of the RFP process:</p> <p><b>[issuing of RFP, Clarifications and Addenda]</b></p>
2.1	<p>Name of the Procuring Entity: <b><u>Kenya National Highways Authority</u></b></p> <p>The Tenderer selection method is: <b>Quality and Cost Based Selection Method (QCBS)</b></p> <p>The formulae for determining the Financial Score (Sf) shall be, as follows: -</p> $Sf = 100 \times \frac{F_m}{F}$ <p>Where Sf is the financial score;</p> <p>F<sub>m</sub> is the lowest priced financial proposal and</p> <p>F is the price of the proposal under consideration.</p>
2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal in separate envelopes: Yes (✓) No ( )</b></p> <p>The name of the assignment is <b>Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya – Eastern.</b></p>
2.3	<p>Pre-Tender Site Visit will be held: Yes (✓) or No ( )</p> <p>Date of Pre-Tender Site Visit: <b>As per detailed Tender Notice</b></p> <p>A pre-proposal conference will be held: Yes (✓) or No ( )</p>

January 2024

	Date of pre-proposal conference: <b>As per detailed Tender Notice</b> Address: <b>As per detailed Tender Notice</b>
2.4	The Procuring Entity will provide the following inputs: project data, reports, etc. to facilitate the preparation of the Proposals
7.2	Maximum number of members in the Joint Venture (JV) shall be: <b>[Two]</b> .
7.6(a)	The list of debarred firms and individuals is available at the PPRA's website <b>www.ppra.go.ke</b> or email <b>complaints@ppra.go.ke</b>
7.7	Margin of Preference; Yes (√) or No ( )
<b>B. Preparation of Proposals</b>	
11.1	<p>The Proposal shall comprise the following:</p> <p><b>1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal</b></p> <p>FORM TECH-1: Form of tender - technical proposal submission form</p> <p>FORM ELI-1.1- Tenderer information form</p> <p>FORM ELI- 1.2- Tenderer JV information</p> <p>FORM TECH-2: Confidential Business Questionnaire</p> <p>FORM TECH-3: Conflict of interest disclosure</p> <p>FORM TECH-4: Certificate of independent proposal determination</p> <p>FORM SD 1: Self Declaration that the Person/Tenderer is not Debarred in the matter of the Public Procurement and Asset Disposal Act 2015</p> <p>FORM SD 2: Self Declaration that the tenderer will not engage in any corrupt or fraudulent practice</p> <p>FORM SD 3: Declaration and commitment to the code of ethics</p> <p>FORM TECH-6: Contractor's organization and experience</p> <p>FORM TECH-7: Comments and suggestions</p> <p>FORM TECH-8: Description of approach, methodology and work plan</p> <p>FORM TECH-9: Work Schedule</p> <p>FORM TECH-10: Financial Situation and Performance</p> <p>FORM TECH – 11: Average Annual Turnover</p> <p>FORM TECH 12: Current Contract Commitments / Works in Progress</p> <p>SCHEDULE A: Sub-Contractors / Partners</p> <p>FORM EQU: Contractor's Equipment</p> <p>FORM PER -1: Key Personnel Schedule</p> <p>Form PER -2: Resume and Declaration – Key Personnel</p> <p>FORM PER 3: Curriculum Vitae (CV)</p>

January 2024

	<p>FORMTECH-13: Mandatory Support Documents</p> <p>FORM TECH – 14: Form of Tender Security - Form of Demand Guarantee</p> <p>FORM TECH - 15: Tender-Securing Declaration Form</p> <p>FORM TECH – 16: Form of Written Power of Attorney</p> <p>FORM TECH – 17: Historical Contract Non-Performance, Pending Litigation and Litigation History</p> <p>FORM TECH – 18: Declaration Form – Fair Employment Law and Practices</p> <p>FORM TECH 19: Declaration of knowledge of site</p> <p>APPENDIX TO FORM OF BID</p> <p><b>2nd Inner Envelope with the Financial Proposal:</b></p> <p><b>SECTION 4. Financial Proposal - Standard Forms</b></p> <p>FORM ELI- 1.3- 40% Percent Rule Form</p> <p>FORM OF TENDER</p> <p>FORM FIN-1: Financial Proposal Submission Form</p> <p>FORM FIN-2: Summary of Costs</p> <p>FORM FIN-3: Breakdown of Price Per Activity</p> <p>FORM FIN-4: Breakdown of Remuneration Per Activity</p>
12.1	<p>Participation of Sub-contractors, and Site Staff in more than one Proposal is permissible:</p> <p>Yes or No (√)</p> <p>Participation of Head Office Staff in more than one Proposal is permissible:</p> <p>Yes <b>or</b> No (√)</p>
13.1	<p>Proposals must remain valid for <b>154 days</b> after the proposal submission deadline.</p>
14.1	<p>Clarifications may be requested no later than [7] days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is:</p> <p style="text-align: center;"><b>Deputy Director – Supply Chain Management, Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block C 2<sup>nd</sup> Floor</b></p> <p style="text-align: center;">Email address: <a href="mailto:procurement@kenha.co.ke">procurement@kenha.co.ke</a>, <a href="mailto:dracm@kenha.co.ke">dracm@kenha.co.ke</a></p>
15 (c)	<p>Key Staff shall not appear in more than one proposal for same Bidder:</p> <p>N/A.</p>



January 2024

16.2	<p>LOCATION AND ADDRESS OF DATAROOM</p> <p>The location of data room shall be the office of the Deputy Director, Supply Chain Management and the indicated electronic and physical address in 14.1 above.</p>
17.1	<p>A mandatory pre-proposal conference will be held: Yes (√) or No</p> <p>Date of pre-proposal conference: <b>As per detailed Tender Notice</b></p> <p>Address: <b>As per detailed Tender Notice</b></p>
19.2	<p>A price adjustment provision for foreign and/or local inflation: Yes or No (√)</p>
19.3	<p>Information on the Contractor's tax obligations in the Procuring Entity's country can be found on the Kenya Revenue Authority website:</p> <p><b>www.kra.go.ke</b></p>
19.4	<p>The Financial Proposal should state local costs in <b>Kenya Shillings</b></p>
<p><b>c. Submission, Opening and Evaluation</b></p>	
20.1	<p>The Bidder [<b>shall not</b>] have the option of submitting their Proposals electronically.</p>
20.5	<p>The Bidder must submit:</p> <p>Technical Proposal: <b>one (1) original hard copy and One (1) scanned soft copy.</b></p> <p>Financial Proposal: <b>one (1) original hard copy and One (1) scanned soft copy.</b></p>
21.5	<p>The Proposals must be submitted no later than:</p> <p>Date: <b>19<sup>th</sup> February, 2024 at 11:00a.m</b></p> <p style="text-align: center;"><b>Deputy Director – Supply Chain Management, Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block C 2<sup>nd</sup> Floor</b></p>
23.1	<p>An online option of the opening of the Technical Proposals is offered:</p> <p>Yes ( ) or No (√)</p> <p>The opening shall take place at Date: <b>19<sup>th</sup> February, 2024 at 11:00a.m</b></p> <p><b>East African Time</b></p> <p style="text-align: center;"><b>Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block C 2<sup>nd</sup> Floor</b></p>
23.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals,</p> <p><b>Name of the bidder</b></p> <p><b>Number of documents submitted</b></p>

January 2024

	<b>Number of pages in the document; whether or not serialised.</b>																																	
25.1	<p>The Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals:</p> <p><b><u>Technical Evaluation Criteria</u></b></p> <table border="1" data-bbox="408 383 1374 792"> <thead> <tr> <th>Item No</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Organization, Methodology and Work plan</td> <td>30</td> </tr> <tr> <td>2</td> <td>Technological Innovations proposed, and their Applications and Impact on to Axle Load Control Compliance</td> <td>25</td> </tr> <tr> <td>3</td> <td>Description and Qualifications of the Key Staff for the assignment</td> <td>25</td> </tr> <tr> <td>4</td> <td>ISO 17020:2012 Standard Accreditation -Type A</td> <td>10</td> </tr> <tr> <td>5</td> <td>Financial Standing</td> <td>10</td> </tr> </tbody> </table> <p>The minimum required experience in years of proposed staff and the points assigned to each is as shown hereunder: -</p> <table border="1" data-bbox="354 958 1391 1570"> <thead> <tr> <th><i>Key Staff</i></th> <th><i><u>Experience required (Years)</u></i></th> <th><i><u>Maximum Points</u></i></th> </tr> </thead> <tbody> <tr> <td>Technical/Operations Manager (1 No.)</td> <td>5</td> <td>8</td> </tr> <tr> <td>Certified Installation Technicians (Electro-Mechanical) (2 No.)</td> <td>3</td> <td>11</td> </tr> <tr> <td>Certified Installation Technicians (Computer and Information Technology/Software Engineers) ( 2 No.)</td> <td>3</td> <td>6</td> </tr> <tr> <td><b>Total</b></td> <td></td> <td><b>25</b></td> </tr> </tbody> </table> <p>The above should have remote presence for the 24 hours a day. The bidder therefore must factor in his rates the release staff for those proceeding on leave or off-duty.</p> <p>The number of points to be assigned to each of the above Key personnel shall be determined as follows:</p> <p><b>Key Personnel</b></p> <ol style="list-style-type: none"> <li><b>1. Technical Manager/Operations Manager (1No)</b> (max. 8points)</li> </ol>	Item No	Description	Points	1	Organization, Methodology and Work plan	30	2	Technological Innovations proposed, and their Applications and Impact on to Axle Load Control Compliance	25	3	Description and Qualifications of the Key Staff for the assignment	25	4	ISO 17020:2012 Standard Accreditation -Type A	10	5	Financial Standing	10	<i>Key Staff</i>	<i><u>Experience required (Years)</u></i>	<i><u>Maximum Points</u></i>	Technical/Operations Manager (1 No.)	5	8	Certified Installation Technicians (Electro-Mechanical) (2 No.)	3	11	Certified Installation Technicians (Computer and Information Technology/Software Engineers) ( 2 No.)	3	6	<b>Total</b>		<b>25</b>
Item No	Description	Points																																
1	Organization, Methodology and Work plan	30																																
2	Technological Innovations proposed, and their Applications and Impact on to Axle Load Control Compliance	25																																
3	Description and Qualifications of the Key Staff for the assignment	25																																
4	ISO 17020:2012 Standard Accreditation -Type A	10																																
5	Financial Standing	10																																
<i>Key Staff</i>	<i><u>Experience required (Years)</u></i>	<i><u>Maximum Points</u></i>																																
Technical/Operations Manager (1 No.)	5	8																																
Certified Installation Technicians (Electro-Mechanical) (2 No.)	3	11																																
Certified Installation Technicians (Computer and Information Technology/Software Engineers) ( 2 No.)	3	6																																
<b>Total</b>		<b>25</b>																																

January 2024

	Qualification and Skills	2
	General professional experience	2
	Specific professional experience	2
	Repairer’s license (Type 3) by Weights and Measures Department	2
	<b>2. Certified Installation Technicians (Electro-mechanical) (2 No.) (Max. 11 points)</b>	
	Qualification and Skills	2
	General professional experience	2
	Specific professional experience	3
	Repairer’s license (Type 3) by Weights and Measures Department	4
	<b>3. Installation Technicians (Computer and Information Technology(IT)/Computer Engineers ) (2 No.) (Max. 6 points)</b>	
	Qualification and Skills	2
	General professional experience	2
	Specific professional experience	2
	<b>Total score for Key Personnel</b>	<b>25</b>
	The Evaluation grid (score sheet) is shown below will be used to determine the adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):	
	<b><u>Evaluation Grid</u></b>	
	<b>Organisation, Methodology and Workplan</b>	
	<b>ITEM</b>	<b>Maximum Score</b>
	Organisation	5
	Methodology	10
	Workplan	15
	<b>Total</b>	<b>30</b>
	Maximum score = 30	
	<b>Technological Specifications &amp; Proposed Innovations on Virtual Weighing Systems, their Applications and Impact on Axle Load Control Compliance</b>	
	<b>ITEM</b>	<b>Maximum Score</b>
	Proposed Innovations on Modern Weighing Systems and Accessories	10

January 2024

	<table border="1"> <tr> <td data-bbox="352 152 956 230">Hardware, Software Proposals, Upgrades and Integration</td> <td data-bbox="956 152 1377 230">10</td> </tr> <tr> <td data-bbox="352 230 956 309">How Proposed Innovations would Impact Axle Load Compliance</td> <td data-bbox="956 230 1377 309">5</td> </tr> <tr> <td data-bbox="352 309 956 365"><b>Total</b></td> <td data-bbox="956 309 1377 365"><b>25</b></td> </tr> </table> <p>Maximum score = 25</p> <p><b>ISO/IEC 17020:2012 Standard Accreditation -Type A (Provide ISO Certificate from Accrediting Body). In case of a Joint Venture (JV), each member to provide ISO/IEC 17020:2012 Standard Accreditation - Type A</b></p> <p>Score= 0 or 10 marks</p> <p><b>Financial standing</b></p> <p>Maximum Score=10</p> <p><i>*See Part 2 of Form TECH 10</i></p> <table border="1"> <thead> <tr> <th data-bbox="400 913 892 954">ITEM</th> <th data-bbox="892 913 1390 954">MAXIMUM SCORE</th> </tr> </thead> <tbody> <tr> <td data-bbox="400 954 892 994">Financial Standing</td> <td data-bbox="892 954 1390 994">4</td> </tr> <tr> <td data-bbox="400 994 892 1034">Working Capital</td> <td data-bbox="892 994 1390 1034">6</td> </tr> <tr> <td data-bbox="400 1034 892 1070"><b>Total</b></td> <td data-bbox="892 1034 1390 1070"><b>10</b></td> </tr> </tbody> </table> <p><b>Total Score for Technical Proposal = 100</b></p> <p>Other eligibility and mandatory criteria shall be: As indicated in the <b>TOR</b></p>	Hardware, Software Proposals, Upgrades and Integration	10	How Proposed Innovations would Impact Axle Load Compliance	5	<b>Total</b>	<b>25</b>	ITEM	MAXIMUM SCORE	Financial Standing	4	Working Capital	6	<b>Total</b>	<b>10</b>
Hardware, Software Proposals, Upgrades and Integration	10														
How Proposed Innovations would Impact Axle Load Compliance	5														
<b>Total</b>	<b>25</b>														
ITEM	MAXIMUM SCORE														
Financial Standing	4														
Working Capital	6														
<b>Total</b>	<b>10</b>														
25.2	<p><i>The minimum technical score required to pass is 70%</i></p> <p><i>The weights of the overall scores are as follows: -</i></p> <p><b>T= 70 (Technical Proposal weight of scores)</b></p> <p><b>P=30 Financial Weight of Scores</b></p>														
26.3	<p>Any interested party who wishes to attend this public opening may contact [insert name and contact details for responsible officer] and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Tenders, stated above.</p> <p>The opening of the Financial Part shall take place at:</p> <p style="text-align: center;"><b>Kenya National Highways Authority, P. O. Box 49712-00100, Nairobi Barabara Plaza, Jomo Kenyatta International Airport, Mazao Road, Off Airport North Road, Block C 2<sup>nd</sup> Floor</b></p> <p>The Form of Tender - Financial Proposal shall be initialled by [insert number] representatives of the Procuring Entity conducting Tender opening. [Insert procedure: Example: Each Tender shall be initialled by all representatives and shall be numbered.]</p>														

January 2024

28.2	<p>Taxes:</p> <p><b>The Contractor shall be liable to pay all taxes, duties and levies including VAT and withholding tax in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.</b></p>
<b>d.</b>	<b>Negotiations and Award</b>
40.2	<p>The assignment is expected to commence within <b>14 (fourteen) days after signing of the contract by all parties.</b></p>

January 2024

## SECTION III- EVALUATION AND QUALIFICATION CRITERIA

### General Provisions

#### 1 General Provisions

- 1.1 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Management Services** for evaluating Tenders.
- 1.2 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
  - a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
  - b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
  - c) Exchange rates shall be taken from the Central Bank of Kenya website. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

#### 2. Evaluation and contract award Criteria

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

##### **Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “*Form Tech 13 – Mandatory Preliminary Requirements*”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

*[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]*

##### **Multiple Contracts**

Multiple contracts will NOT be permitted. Tenderers are evaluated on the basis of Lots (Clusters) and the lowest evaluated tenderer identified for each Lot (Cluster). The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

*For this purpose, Lot(s) and Cluster(s) are used interchangeably.*

##### **OPTION 1**

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii)

January 2024

If a tenderer qualifies for award of more than one Lot, the tenderer will be considered for award for the Lot whose bid has the highest bid amount, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots.

## **OPTION 2**

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots. This would NOT be permitted in this tender.

### **Margin of Preference**

- 1.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on the evaluated price of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 1.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contract or group of contractors qualifies for a margin of preference.
- 1.3 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders to shall be classified into the following groups:
  - i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
  - ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 1.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group Band the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

### **3. Tender Evaluation**

**Price evaluation:** Tenders will be evaluated as specified in ITT 26.4

### **4. Post qualification and Contract award**

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
  - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya

January 2024

Shillings,

- ii) At least 2 contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings One Hundred Million Only.
- iii) Contractor's Representative and Key Personnel, which are specified as
- iv) Contractors' key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]*

No.	Equipment Type and Characteristics	Minimum Number required
1		
2		
3		
4		
...		

c) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **3 YEARS**. The required information shall be furnished in the appropriate form.

d) **Pending Litigation**

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. The Tenderer shall provide information on pending litigations in the appropriate form.

e) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last 3 years. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

The eligibility and mandatory criteria shall include the items in the table below.

**PRELIMINARY REQUIREMENTS (MANDATORY)**

S / No	Completeness & Responsiveness Criteria	References	Requirement
1.	Form of Bid	Bid Document	- Amount MUST be indicated - Properly Fill & sign (To be submitted with the Financial Proposal)
2.	Appendix to Form of Bid	Bid Document	- Form Properly Signed (To be submitted with the Technical Proposal)
3.	Bid Security	Bid Document	- Unconditional Bank Guarantee (In the Format provided with ALL Conditions) of KSh. 500,000.00



[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

4.	Confidential Business Questionnaire	Form TECH 2	- Properly Fill & Sign - Provide ALL Required Information
5.	Form of Power of Attorney	Form TECH-16	- Properly Fill & Sign Provide Copies of National Identification Card / Passport
6.	Tax Compliance Certificate	Form TECH 13	- Copy of Certificate - Valid as per KRA TCC Checker
7.	Copy of recent CR 12 form	Form ELI 1.1	- Copy of certificate issued within the last six (6) months
8.	Serialization of Submitted Bid Document	Employer's Notice	- Bidders shall sequentially serialize all pages of each tender submitted. - Any written Pages or document attached or inserted Documents MUST be sequentially serialized.
9.	Certificate of Approval for Repairers Workshop (Type 3) Registration with the Department of Weights and Measures	Employer's Notice	- Copy of Certificate - Valid
10.	Certificate of Incorporation	Form TECH 13	Copy of Certificate
11.	Priced Bill of Quantities	Form FIN 4	- Fill all rates, prices and amounts, - NO Alterations of the Quantities accepted, - All bidders own Corrections must be Countersigned - No Errors noted in the Bills of Quantities
12.	Eligibility	Employer's Notice	Copies of National ID / Passport for all Directors
13.	Conflict of Interest Disclosure	Form TECH-3	To State Explicitly
14.	Pre-Tender Site Visits and Pre-proposal Conference	ITT 17.1	- Attend Pre-Tender Site Visits and Pre-proposal Conference - Bidders to Sign Attendance Register
15.	Contractor's Equipment	Form EQU	Properly Fill & Sign
16.	Goods, equipment and services to be supplied under the contract	Form ELI 1.3	- Declarations of Materials, Equipment and Labour Sources - Properly filled & signed
17.	Contractor's Organization and Experience	Form TECH 6	Properly Fill & Sign

January 2024

18.	Current Contract Commitments	Form TECH 12	Properly Fill & Sign
19.	Schedule of Other Supplementary Information / Financial Standings	Schedule 6	<ul style="list-style-type: none"> <li>- Properly Fill &amp; Sign</li> <li>- Audited Accounts for the last Three (3) Years Certified by a ICPAK Auditor</li> <li>- Bank Statement for Last Six (6) Months and Evidence of Access to Credit from a financial institution</li> </ul>
20.	PPRA Eligibility	Form TECH 5	<ul style="list-style-type: none"> <li>- Form of Tender - <b>Form SD 1</b></li> <li>- properly filled &amp; signed</li> </ul>
21.	Joint Ventures	ITT 7.2	<ul style="list-style-type: none"> <li>- All Joint Venture Partners <b>MUST</b> meet all Mandatory requirements as stipulated in the tender document.</li> <li>- The bidder shall provide evidence of a duly executed joint venture agreement by both parties and registration of the same in line with the Registration of Documents Act.</li> </ul>
22.	Completeness of the tender document.	ITT 20.2	<ul style="list-style-type: none"> <li>- All pages with entries (Typed or hand written) must be initialled.</li> <li>- Any alterations made in the tender document must be countersigned.</li> <li>- All relevant Forms/ Schedules shall be duly filled including it being signed, dated, and stamped</li> </ul>

**Certificates/Licenses may be verified from or with the Issuing Authorities or Agencies.**

### **Other Requirements**

As specified in the tender documents covering the following: -

1. Similar previous experience where applicable.
2. Professional and technical personnel
3. Current workload
4. Eligibility
  - a) Director (s) bidding under different companies for the same tender shall be disqualified.
  - b) To enhance equity, competition in service provision and to create checks and balances, only one bidder will be considered for award for one (1) Lot. In the event a bidder has the highest combined score in more than one bid, they will be awarded the bid that offers the highest savings in reference to the Procuring Entity's own cost estimates.
  - c) Bidders to comply with Section 157 of the Public Procurement and Asset Disposal Act, 2015 (PPADA, 2015) on participation of candidates in preference and reservations.
  - d) Any form of Canvassing will lead to disqualification.

January 2024

## SECTION 4. TECHNICAL PROPOSAL – STANDARD FORMS

### FORM TECH-1: FORM OF TENDER - TECHNICAL PROPOSAL SUBMISSION FORM

- (i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.
- (ii) All italicized text is to help Tenderer in preparing this form.
- (iii) Tenderer must complete and sign and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.

**Date of this Tender submission:** ..... *[Insert date (as day, month and year) of Tender submission]*

**ITT No.:** ..... *[Insert number of Tendering process]*

**To: Kenya National Highways Authority**

We, the undersigned Tenderer, hereby submit our Tender, in two parts, namely:

- i) The Technical Proposal, and
- ii) The Financial Proposal.

In submitting our Tender, we make the following declarations:

- a) **No reservations:** We have examined and have no reservations to the Tendering Document, including Addenda issued in accordance with Instructions to Tenderers
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest.
- c) **Tender-Securing Declaration:**  
We have not been debarred by the Authority based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya.
- d) **Conformity:** We offer to supply in conformity with the Tendering Document and in accordance with the Schedules specified in the Terms of Reference for this Contract.
- e) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS ITT 13.1 from the date fixed for the Tender submission deadline specified in TDS ITT 21.5 (as amended, if applicable), and it shall remain binding upon us, and may at any time before the expiration of that period;
- f) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering Document;
- g) **One Tender per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor.
- h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under the Kenya laws or official regulations

January 2024

or pursuant to a decision of the United Nations Security Council;

- i) **State-owned enterprise or institution:** [*We are not a state- owned enterprise or institution*]/ [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.7*]
- j) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Lowest Evaluated Tender or any other Tender that you may receive; and
- l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- m) We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from [www.ppra.go.ke](http://www.ppra.go.ke) during the procurement process and the execution of any resulting contract.
- n) We, the Tenderer, have fully completed and signed the following Forms as part of our Tender:
  - i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
  - ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
  - iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
  - iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya,

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1- Fraud and Corruption**” attached to the Form of Tender.

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

**Signature of the person named above:** \_\_\_\_\_ **Date**  
**signed** \_\_\_\_\_ **day of** \_\_\_\_\_ [*insert year*]

**\*: In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.**

**\*\*:** Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules.

January 2024

## TENDERER'S QUALIFICATION FORMS

### 1 FORM ELI-1.1- TENDERER INFORMATION FORM

<b>Form ELI-1.1</b>
<b>Tenderer Information Form</b>
Date: _____ ITT No. and title: _____ Page _____ of _____ pages
Tenderer's name: .....
In case of Joint Venture (JV), name of each member:.....
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: Address: Telephone/Fax numbers: E-mail address:
1. Attached are copies of original documents of:  I. <i>Certificate of Incorporation and CR12</i> of the legal entity named above, in accordance with ITT 25.1.  II. <i>Copies of National Identification documents for Directors</i>  <input type="checkbox"/> In case of a JV, Form of intent to form JV or JV agreement, in accordance with ITT 7.2. <input type="checkbox"/> In case of a state-owned enterprise or institution, in accordance with ITT 7.6. documents establishing: <ul style="list-style-type: none"><li>• Legal and financial autonomy</li><li>• Operation under commercial law</li><li>• Establishing that tenderer is not under the supervision of the Procuring Entity,</li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership ( <i>Not Applicable</i> ).

January 2024

## 2 FORM ELI- 1.2- TENDERER JV INFORMATION

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: \_\_\_\_\_ ITT No. and title:

\_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of:  i. Certificate of Incorporation and CR 12 of the legal entity named above, including Registered JV agreement (Registration of Documents Act), in accordance with ITT 25.1.  ii. Copies of National Identification documents for all Directors  <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 7.6  2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership ( <i>Not Applicable</i> ).

January 2024

January 2024

**FORM TECH-2: CONFIDENTIAL BUSINESS QUESTIONNAIRE  
TENDERER'S ELIGIBILITY**

**a) Instructions to Tenderer**

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

Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	Kenya National Highways Authority
2	Name of the Tenderer	
3	Full Address and Contact Details of the Tenderer.	1.Country 2. City 3.Location 4. Building 5.Floor 6. Postal Address 7. Name and email of contact person.
4	Reference Number of the Tender	
5	Date and Time of Tender Opening	
6	Current Trade License No and Expiring date	
7	Maximum value of business which the Tenderer handles.	

**General and Specific Details**

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

Name in full \_\_\_\_\_

Age \_\_\_\_\_

Nationality \_\_\_\_\_

Country of Origin \_\_\_\_\_

Citizenship \_\_\_\_\_



January 2024

b) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

c) **Registered Company**, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

**DISCLOSURE OF INTEREST- Interest of the Firm in the Procuring Entity.**

i) Are there any person/persons in KeNHA who has an interest or relationship in this firm?

Yes/No.....

If yes, provide details as follows.

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

January 2024

**FORM TECH-3: CONFLICT OF INTEREST DISCLOSURE**

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer’s affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6.	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

**Certification**

On behalf of the Tenderer, I certify that the information given above is correct.

Full Name \_\_\_\_\_

Title or \_\_\_\_\_

Designation \_\_\_\_\_

(Signature)

(Date)

January 2024

**FORM TECH-4: CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying TECHNICAL PROPOSAL SUBMISSION FORM to Kenya National Highways Authority

For **Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya -Eastern.**

\_\_\_\_\_ [Name and number of tender] in response to the request for tenders made by: \_\_\_\_\_ [Name of Tenderer] do

hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of \_\_\_\_\_ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
  - a) Has been requested to submit a Tender in response to this request for tenders;
  - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
  - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a tender; or
  - d) the submission of a tender which does not meet the specifications of the request for

January 2024

Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;
8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*[Name, title and signature of authorized agent of Tenderer and Date]*



January 2024

**FORM SD 2: SELF DECLARATION THAT THE TENDERER WILL NOT**

**ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I, .....of P. O. Box.....being a resident of  
.....in the Republic of.....do hereby make a statement as  
follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
..... (insert name of the Company) who is a Bidder in respect of Tender No.  
..... for ..... (insert tender title/description) for .....  
(insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

January 2024

**FORM SD 3: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I,..... (Person) on behalf of (Name of the Business/Company/Firm) .....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

*(Company Seal/ Rubber Stamp where applicable)*

Witness Name.....

Sign.....

...

Date.....

## **APPENDIX 1-FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **8. Purpose**

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

### **9. Requirements**

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

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

- (1) a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding
- (2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence
- (3) Without limiting the generality of the subsection (1) and (2), the person shall be : -
  - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
  - b) if a contract has already been entered into with the person, the contract shall be avoidable
- (4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have



January 2024

- (5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
- i) Shall not take part in the procurement proceedings
  - ii) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - iii) Shall not be a sub-contractor for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the sub-contractor appointed shall meet all the requirements of this Act.
- (6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity
- (7) If a person contravenes sub section (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer.
- (8) Incompliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
    - i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party
    - ii) “Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or Recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation
    - iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party
    - iv) “Coercive practice” is impairing or harming, or threatening to impair or harm,

January 2024

directly or indirectly, any party or the property of the party to influence improperly the actions of a party

- v) "Obstructive practice" is:
- i) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - ii) Acts intended to materially impede the exercise of the PPRA's, or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. Below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal or award of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-Contractors, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question
  - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to appropriate authority (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations
  - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Contractors, Contractors,

January 2024

and Suppliers and their Sub-contractors, Sub- Contractors, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect<sup>2</sup>all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

<sup>1</sup>*For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation,*

*(i) applying for pre-qualification, expressing interest in*

*A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated Contractor, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and(ii) entering into an addendum or amendment introducing a material modification to any existing contract.*

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

January 2024

## FORM TECH-6: CONTRACTOR'S ORGANIZATION AND EXPERIENCE

A brief description of the Contractor's organization and an outline of the recent experience of the Contractor that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Contractor's Key Staff and Sub-Contractors who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Contractor), and the Contractor's role/involvement.

### A - Contractor's Organization

Provide here a brief description of the background and organization of your company.

### B - Contractor's Experience

1. List only previous similar assignments successfully completed in the last **5** years. (Attach previous completion certificates if any).
2. List only those assignments for which the Contractor was legally contracted by the Procuring Entity as a company. Assignments completed by the Contractor's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Contractor, or that of the Contractor's partners or sub-Contractors, but can be claimed by the Experts themselves in their Curriculum Vitae (CV).
3. The Contractor shall substantiate their claimed experience by presenting copies of relevant documents such as the form of contract (not the whole contract), purchase order, service order, performance certificate, Final Certificate of Completion, etc.; which shall be included in the proposal as part of *Form Tech 13 Mandatory Documentary Evidence*.

Assignment Name:		Country
Location within Country:		Staff provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (KSh):
Name of Senior Staff Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

Name and title of signatory: \_\_\_\_\_

**\*\*You may reproduce for other projects for which your firm has been engaged.**

January 2024

**FORM TECH-7: COMMENTS AND SUGGESTIONS**

Form TECH-7: The Contractor to provide comments and suggestions on the Terms of Reference, counterpart staff and facilities to be provided by the Procuring Entity that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Entity, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

*{Improvements to the Terms of Reference, if any}*

**B - On Counterpart Staff and Facilities**

*{Include comments on counterpart staff and facilities to be provided by the Procuring Entity. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}*

January 2024

**FORM TECH-8: DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN**

*Bidders to provide their detailed methodology, work plan and Detailed Staffing Plan for the Assignment.*

January 2024

**FORM TECH-9: WORK SCHEDULE**

**Operations Management Activities**

*[M0, M1, M3 are months from the start of assignment)*

	M1	M2	M3	M4	.... Mn	M(n+1)	M(n+2)	M(n+3)
Activity (Work)								
_____								
_____								
_____								
_____								

January 2024

**FORM TECH-10: FINANCIAL SITUATION AND PERFORMANCE**

**PART 1**

Tenderer's Name: \_\_\_\_\_ Date \_\_\_\_\_

JV

Member's Name \_\_\_\_\_

ITT No. and title  
\_\_\_\_\_

**1. Financial data**

Type of Financial information (Kenya Shillings)	Historic information for previous years, (Amount in Millions (KSh.))		
	2020	2021	2022
Statement of Financial Position (Information from Balance Sheet)			
Total Assets (TA)			
Total Liabilities (TL)			
Total Equity/Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital (WC)			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			
Cash Flow Information			
Cash Flow from Operating Activities			

**2. Sources of Finance**

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1	Letter of line of Credit from a recognized Financial Institution	



January 2024

2	Bank account balance (demonstrated by bank statements)	
3		

### 3. Financial documents

The Tenderer and its parties shall provide copies of financial statements for the last *three (3)* years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) Reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the three (3) years required above; and complying with the requirements

**PART 2**

**Detailed Financial Situation Evaluation**

No.	Description	Auditors Assessment	Auditors Assessment	Auditors Assessment	Evaluation Score Award Criteria
		2020	2021	2022	
1	Financial Ratios				Max Score is= 4 Marks
1.	<b>Current Ratio=</b> <b><u>Current Assets</u></b> <b>Current Liabilities</b>				Current Ratio more than 1 = 1 marks
2.	<b>Debt to Equity Ratio =</b> <b><u>Total Liabilities</u></b> <b>Total Equity</b>				Equity Capital Ratio less than 1 = 1 Marks
3.	<b>Working Capital =</b> <b>Current Assets-Current Liabilities</b>				Positive Working Capital = 1 marks
4.	<b>Operating Cash Flow Ratio =</b> <b><u>Cash Flow from Operations</u></b> <b>Current Liabilities</b>				Operating Cash-flow more than 1 = 1 marks
2.	<b>Average Annual Working Capital in Ksh. ....</b>				Average Annual Working Capital is equal or more than <b>KSh 50,000,000.00</b>  = 0 or 6 Marks

The above Financial Ratios have to be derived from first Principles from the Audit Statements. The Auditor who has undertaken the analysis has to demonstrate the financial ratios and append his signature and stamp to the Document as below:

The Auditor shall be required to provide his/her workings and demonstrate the source of the workings from the various Audited statements by including the Page Numbers and references of the source of the figures used in the computation of the assigned values.

**The Auditor undertaking the above Financial Analysis MUST duly fill the Contact Sheet below in all aspects and attach current annual practising license.**

January 2024

**Financial ratios Computed by a Certified Public Accountant:**

<b>CPA: Name</b>	
<b>ICPAK Number</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>Postal Address</b>	
<b>Physical Address</b>	
<b>Contact Person</b>	
<b>Mobile Contact of the Contact Person</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Personal/Corporate Stamp</b>	

**Ratios attested by the Company Director:**

<b>Director's Name</b>	
<b>ID/Passport Number</b>	
<b>Telephone Number</b>	
<b>Email Address</b>	
<b>Postal Address</b>	
<b>Physical Address</b>	
<b>Signature</b>	
<b>Date</b>	
<b>Personal/Corporate Stamp</b>	

January 2024

**FORM TECH – 11: AVERAGE ANNUAL SIMILAR SERVICES TURNOVER**

Tenderer's Name: \_\_\_\_\_

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

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

<b>Annual similar services turnover data</b>			
<b>Year</b>	<b>Amount Currency</b> <i>[insert amount and indicate currency]</i>	<b>Exchange Rate</b> <b>(where applicable)</b>	<b>Kenya Shilling equivalent</b>
2020			
2021			
2022			
Average Annual Similar Services Turnover*			

\* See Section III, Evaluation and Qualification Criteria.

*If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.*

January 2024

**FORM TECH 12: CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a Form of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Current Contract Commitments</b>					
No.	Name of Contract	Procuring Entity's Contact Address, Tel, Fax	Value of Outstanding Work (Kenya Shilling equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [KSh./month]
1					
2					
3					
4					
5					

January 2024

**SCHEDULE A: SUB-CONTRACTORS / PARTNERS**

Tenderers shall list below those parts of the Works and Services which they propose to subcontract and state the approximate value of those parts and the names and addresses of the proposed subcontractors, if those are known at Tendering stage. Tenderers shall also list other business partners involved in the execution of the contract and their respective roles and responsibilities.

Part of Works /  
Services:

Approximate  
value:

Name and address of proposed subcontractor / partner:

Part of Works /  
Services:

Approximate  
value:

Name and address of proposed subcontractor / partner:

Part of Works /  
Services:

Approximate  
value:

Name and address of proposed subcontractor / partner:

Part of Works /  
Services:

Approximate  
value:

Name and address of proposed subcontractor / partner:

January 2024

**FORM EQU: CONTRACTOR'S EQUIPMENT**

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to perform the contract. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

<b>Item of equipment</b>		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current Location	
	Details of current commitments	
Source	Indicate source of equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	
Agreements	Details of rental/ lease/ manufacture agreements specific to the project	

January 2024

**FORM PER -1: KEY PERSONNEL SCHEDULE**

Tenderers should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

**Key Personnel**

<b>1.</b>	<b>Title of position: Technical Manager/Operations Manager</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<b><i>Full time site presence</i></b>
<b>2.</b>	<b>Certified Installation Technicians (Electro-mechanical) (2No).Technical Manager</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<b><i>Full time site presence</i></b>
<b>3.</b>	<b>Certified Installation Technicians (Computer/Information Technology/Software Engineers) (2 No)</b>	
	<b>Name of candidate:</b>	
	<b>Duration of appointment:</b>	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	<b>Time commitment for this position:</b>	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<b><i>Full time site presence</i></b>

Countersignature of authorized representative of the Tenderer:

Signature:

Date: \_\_\_\_\_ (day \_\_\_\_\_ month \_\_\_\_\_ year):



January 2024

## Form PER -2

### Resume and Declaration – Key Personnel

<b>Name of Tenderer</b>
-------------------------

<b>Position [1]: [title of position from Form PER-1]</b>		
<b>Personnel information</b>	<b>Name:</b>	<b>Date of birth:</b>
	<b>Address:</b>	<b>E-mail:</b>
	<b>Professional qualifications:</b>	
	<b>Academic qualifications:</b>	
	<b>Language proficiency:</b> [language and levels of speaking, reading and writing skills]	
<b>Details</b>	<b>Address of Bidding Firm:</b>	
	<b>Telephone:</b>	<b>Contact (manager/personnel officer):</b>
	<b>Fax:</b>	
	<b>Job title:</b>	<b>Years with present Bidding Firm:</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>Project</b>	<b>Role</b>	<b>Duration of involvement</b>	<b>Relevant experience</b>
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

### Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER -2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

<b>Commitment</b>	<b>Details</b>
Commitment to duration of contract:	[insert period (start and end dates) for which this Key Personnel is available to work on this contract]
Time commitment:	[insert the number of days/weeks/months that this Key Personnel will be engaged]

I understand that any misrepresentation or omission in this Form may:

- be taken into consideration during Tender evaluation;

January 2024

- b) may lead to my disqualification from participating in the Tender;
- c) may lead to my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature:

---

Date: (day month year):

---

Countersignature of authorized representative of the Tenderer:

Signature:

---

Date: (day month year):

---

January 2024

**FORM Per 3: CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	(e.g., K-1, Team leader)
<b>Name Of Staff</b>	(Insert full name)
<b>Date Of Birth</b>	(day/month/year)
<b>Country of Citizenship</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entity's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>S. No</b>	<b>Period</b>	<b>Employing Organization and your title/position. Contact in form for reference.</b>	<b>Country</b>	<b>Summary of activities performed relevant to the assignment</b>
1.	(e.g, May.2011- Present)	Organisation:  Reference:		
2.	(e.g, May.2011- Present)	Organisation:  Reference:		

Membership in Professional Associations and Publications: \_\_\_\_\_

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

Adequacy for the Assignment:

Detailed Task Assigned on Contractor’s Team Expert	Reference to prior work/assignments that best illustrates capacity to handle the assigned task
<i>[list all deliverables/tasks which the Expert will be involved]</i>	

Expert's contact information

E-mail: .....

Phone: .....

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Procuring Entity, and/or sanctions by the PPRA.

{Day / month/year}

Name of Expert \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

{Day / month/year}

Name of authorized \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Representative of the Contractor (the same who signs the Proposal

January 2024

**FORMTECH-13: MANDATORY SUPPORT DOCUMENTS**

*[The Contractor shall use this form to submit all the required support documentary evidence as required in the RFP, especially the following mandatory and eligibility criteria]*

- a) Certificate of Incorporation/Certificate of Registration

*{Insert here a copy of certificate of incorporation or registration}*

- b) Tax Compliance Certificate

*{Contractor to insert a copy of the tax compliance certificate from Kenya Revenue Authority or similar body in the case of foreign consulting firms}*

- c) Similar Assignments Experience

*{Contractor to insert here copies of the form of contract, purchase order, service order, and performance certificate or similar evidence of similar assignments carried out by the firm. The assignments shall be the same as those provided under FORM TECH 6}*

- d) Current workload

- e) Litigation history (**Current** sworn affidavit) within the last three (3) months.

- f) Academic Certificates

*{Contractor to insert copies of the required relevant academic certificates relevant to the assignment for all the Key Staff}*

- g) Professional Certificates

*{Contractor to insert copies of professional certificates and relevant short-term trainings to demonstrate professional qualifications for all the Key Staff}*

- h) Professional Membership of Key Staff

*{If applicable, Contractor to insert copies of professional membership certificate for its Key Staff}*

- i) Certificate of Independent Proposal Determination

*(The Form is available on Tech FORM TECH-1: TECHNICAL PROPOSAL SUBMISSION FORM).*

January 2024

**FORM TECH – 14: FORM OF TENDER SECURITY - Form of Demand Guarantee**

Beneficiary \_\_\_\_\_

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

Date: \_\_\_\_\_ TENDER GUARANTEE No.: \_\_\_\_\_

Guarantor: \_\_\_\_\_

We have been informed that \_\_\_\_\_ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called "the Tender") for the execution of **LOT 2: MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT FOURTEEN (14) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA - EASTERN** under Invitation to Tender No. \_\_\_\_\_

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 **KSh 500,000.00** upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- a) has withdrawn its Tender during the period of tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to 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 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]

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

January 2024

**FORM TECH - 15: TENDER-SECURING DECLARATION FORM**

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: ..... [Insert date (as day, month and year) of Tender Submission]

Tender No: ..... [Insert number of tendering process]

To: ..... [Insert complete name of Purchaser]

I/We, the undersigned, declare that:

1. I / We understand that, according to your conditions, bids must be supported by a Tender- Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser or the period of time of [N/A] starting on[N/A], if we are in breach of our obligation (s)under the bid conditions, because we–(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,(i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I / We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer (s), upon the earlier of:
  - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) Thirty days after the expiration of our Tender.
4. I/We understand that if I am /we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:

.....

Capacity / title (director or partner or sole proprietor, etc.)

Name:.....

Duly authorized to sign the bid for and on behalf of: ..... [Insert complete name of Tenderer] Dated on ..... day of ..... [Insert date of signing]

Seal or stamp

January 2024

**FORM TECH – 16: FORM OF WRITTEN POWER OF ATTORNEY**

The Bidder shall state here below the name(s) and address of his representative(s) who is/are authorized to receive on his behalf correspondence in connection with the Bid.

.....  
(Name of Bidder’s Representative in block letters)

.....  
(Address of Bidder’s Representative)

.....  
(Signature of Bidder’s Representative)

Alternate:

.....  
(Name of Bidder’s Representative in block letters)

.....  
(Address of Bidder’s Representative)

.....  
(Signature of Bidder’s Representative)

\*To be filled by all Bidders.



January 2024

**FORM TECH – 17: HISTORICAL CONTRACT NON-PERFORMANCE, PENDING LITIGATION AND LITIGATION HISTORY**

Tenderer's Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

ITT No. and title: \_\_\_\_\_

Non- Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur for the last three (3) years from the day of tender opening. <input type="checkbox"/> Contract(s) not performed for the last three (3) years from the day of tender opening			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/number; and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
<input type="checkbox"/> No pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 8. <input type="checkbox"/> Pending Litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 9 as indicated below			
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Kenya Shilling equivalent)



January 2024

**FORM TECH 19: DECLARATION OF KNOWLEDGE OF SITE**

This is to certify that

[Name/s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

Has familiarized himself/herself with the Site conditions in accordance with the Instructions to bidders and the Tender Notice for purposes of bidding for this project.

**LOT 2: MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT FOURTEEN (14) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA - EASTERN**

Having studied the tender Documents and gained knowledge of local conditions on site likely to influence the works and cost thereof, I certify that I am satisfied with the description of the works and understand the scope of works as specified and as implied in this tender.

.....

.....

(Signed and Stamped by Authorised Bidder's Agent/ Representative)

(Designation)

January 2024

**PERFORMANCE BANK GUARANTEE**

To  
Director General,  
Kenya National Highways Authority,  
P. O. Box 49712-00100,  
NAIROBI

WHEREAS ..... (Hereinafter called “the Contractor”) has undertaken in pursuance of Contract No .....Dated .....to execute the **LOT 2: MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT FOURTEEN (14) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA - EASTERN**, (hereinafter called the “Contract”)

**AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for 5% of the sum tendered as security for compliance with his obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor such a Bank Guarantee;

**NOW THEREFORE** we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of

KSh..... (Amount in figures)

KSh..... (Amount in words)

And we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within and up to the limits as aforesaid without your needing to prove or show grounds or reasons for the sum specified therein.

We hereby waive the necessity of you demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract Documents which may be made between you and the Contractor 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 be valid until 28 days after issuing of the Taking Over Certificate.

**SIGNATURE AND SEAL OF BANK** .....

Name of Signatory.....

Name of bank.....

Address.....

Date .....

January 2024

**APPENDIX TO FORM OF BID**  
**(This appendix forms part of the bid)**

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bid Security (Bank Guarantee Only)		<b>KSh. 500,000.00</b> in the form of Unconditional Bank Guarantee
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	5% of the Tender Sum in the form of Unconditional Bank Guarantee
Program to be submitted	14.1	Not later than 14 (Fourteen) days after issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 14 (Fourteen) days after issuance of Order to Commence
Minimum amount of Third-Party Insurance	23.2	KShs. 50,000,000.00
Period for commencement, from Engineer's Order to Commence	41.1	14 days
Time for Completion	43.1	36 (Thirty-Six) months
Defects Liability period	49.1	30 Months for Civil Works
Period of Contract Validity	60	From contract signing up to the date of settlement of the agreed final statement issued pursuant to Clause 60.6 rendering the contractor's clause 60.7 on discharge by the employer effective
Limit of Retention Money	60.3	5% of Contract Price
Minimum amount of Interim Certificates	60.2	N/A (An interim certificate is to be submitted for every operational month)
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.10	90 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.10	90 days
Payment of Monthly Salaries/allowances to Contractor's employees and allowances due to all officers seconded by the Employer to the assignment.	16.1	Monthly payments to be made on or before the last day of the month. Any delays shall attract a penalty of <b>KSh 100,000</b> per day for the period salaries/due allowances are delayed
Advance Payment	60.12	N/A
Appointer of Adjudicator	67.3	The Chartered Institute of Arbitrators (Kenya)
Notice to Employer and Engineer	68.2	<b>The Employer's Address is:</b> The Director General, Kenya National Highways Authority (KeNHA), P.O. Box 49712 - 00100 NAIROBI <b>The Engineer's Address is:</b> Director Maintenance, Kenya National Highways Authority (KeNHA), P.O. Box 49712 – 00100 NAIROBI

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bidder's Contact Details		<p><b>Bidder's Name:</b> .....</p> <p><b>P.O. Box:</b> .....</p> <p><b>Tel. No:</b> .....</p> <p><b>Email:</b> .....</p>

**Signature of Tenderer**..... **Date** .....

January 2024

**ANNEX A: FACILITY IMPROVEMENT AND MAINTENANCE ITEMS**

<b>FOURTEEN (14) VIRTUAL WEIGHBRIDGE STATIONS UPGRADE FEB 2024 – FEB 2027</b>		
<b>No</b>	<b>DESCRIPTION</b>	<b>PROPOSED TIME FOR EXECUTION IN MONTHS.</b>
<b>1</b>	Installation of Generators	6 months
<b>2</b>	Replacement of the Central Processing Units (CPUs)	3 months
<b>3</b>	Installation of Network Video Recorders (NVR)	6 months
<b>4</b>	Installation of rumble bumps to replace the bollards on the shoulders of the Virtual Weighbridge Stations.	3 months
<b>5</b>	Installations of Automatic Voltage Regulators (AVR) at the Virtual Weighbridge Stations to offer power surge protection.	1 months
<p><b>NOTES</b></p> <p>1. Facility improvement and maintenance is to be expended on instructed items in the list based on competitive procurement of goods, services or works and shall be payable under a prime cost (PC) Sum as shall be certified by the Engineer</p> <p>2. Time for execution is time it will take for completion of works from the date of being instructed by the Engineer</p> <p>3. Technical specifications to be issued while sourcing quotations for the works.</p>		

January 2024

**ANNEX B (TICK AS APPROPRIATE-TO BE ENFORCED DURING CONTRACT IMPLEMENTATION)**

**MAINTENANCE SCHEDULE OF VIRTUAL WEIGHBRIDGE EQUIPMENT**

<b>MAINTENANCE SCHEDULE OF VIRTUAL WEIGHBRIDGE EQUIPMENTS</b>					
<b>Weighbridge</b>	<b>Equipment</b>	<b>Quantity</b>	<b>Daily</b>	<b>Weekly</b>	<b>Quarterly</b>
<b>CAMERAS</b>					
<b>Brand</b>	<b>Description</b>	<b>No</b>	<b>Maintenance Frequency</b>		
	IP Cameras				
	CCTV				
	ANPR				
	RFID				
<b>HIGH SPEED WEIGH IN MOTION</b>					
	HSWIM Sensors and Associated Accessories				
<b>GENERATORS</b>					
	Generators				
<b>AIR CONDITIONERS</b>					
	Air Conditioners				
<b>FIRE FIGHTING EQUIPMET</b>					
	5kg Carbon Dioxide				
	9kg Dry Powder				
	9L Water				
	9L Foam				

<b>MAINTENANCE SCHEDULE OF VIRTUAL WEIGHBRIDGE EQUIPMENTS</b>					
<b>Weighbridge</b>	<b>Equipment</b>	<b>Quantity</b>	<b>Daily</b>	<b>Weekly</b>	<b>Quarterly</b>
<b>EQUIPMENT</b>					
<b>Brand</b>	<b>Description</b>	<b>No</b>	<b>Maintenance Frequency</b>		
	LOCAL SERVERS				
	NETWORK EQUIPMENT				
	COMPUTERS				
	SOFTWARE SYSTEMS				



January 2024

<b>FACILITY AND EQUIPMENT MAINTENANCE SCHEDULE FOR A VIRTUAL WEIGHBRIDGE CONTAINER OFFICE</b>						
<b>INSPECTIONS &amp; SERVICE PERIODS</b>						
<b>EQUIPMENT / PLANT</b>	<b>SHIFT</b>	<b>DAILY</b>	<b>WEEKLY</b>	<b>MONTHLY</b>	<b>QUARTERLY</b>	<b>YEARLY</b>
PAINT						
ROOF						
DOORS						
WINDOWS						
SERVICING OF FIRE EXTINGUISHERS						
ROAD MARKINGS						
ROAD SIGNS						
TAPS						
LIGHTS INSIDE						
LIGHTS OUTSIDE						
WEIGH SCREENING SCALES						
COMPUTERS & PRINTERS						
GRASS & COMPOUND						

January 2024

**ANNEX C**

**UNIT RATES FOR MATERIALS AND DAYWORKS**  
*(THE ENGINEER MAY CHOOSE TO USE THESE RATES OR SOURCE FOR COMPETITIVE RATES PREVAILING AT THE TIME)*

ITEM NO	DESCRIPTION	NAME OF SUPPLIER	COUNTRY OF ORIGIN	UNIT	RATE	
					KSHS	CTS
1.	WIM Kistler sensors			No.		
2.	Traffic Induction Loops and Detectors			No.		
3.	Piezoelectric Sensors for Dual/multi tire detection			No.		
4.	Automatic number plate recognition cameras with capability of covering two lanes			No.		
5.	Overview cameras			No.		
6.	RFID Readers			No.		
7.	Generator set with 1000 litres fuel tank			No.		
8.	IP indoor 4mp cameras with night vision and audio capability			No.		
9.	IP outdoor 4mp cameras with night vision, audio capability and view distance of 100m			No.		
10.	Supply and install split air conditioner of cooling capacity 18,000 Btu/Hr complete with its accessories			No.		
11.	Outdoor 4mp ptz cameras for back up viewing			No.		
12.	20 KVA UPS			No.		

## TECHNICAL SPECIFICATIONS FOR ANNEX C EQUIPMENT

Item No.	Technical Specifications Required Including Applicable Standards	Compliance of Specification Offered	Technical Literature on Specification Offered in Column C
1.	<b>QUARTZ CRYSTAL SENSORS</b>	➤ <i>COMPLY</i>	❖
	1) The High Speed Weigh Sensors shall be of the Quartz Crystal type	➤ <i>COMPLY</i>	➤
	2). Each Sensor shall be capable of measuring Axle load of up to 50T with an accuracy of $\pm 2\%$ .	➤ <i>COMPLY</i>	➤
	3) The sensors shall be OIML R-134 certified with Accuracy Class II.	➤ <i>COMPLY</i>	
	4) Each sensor shall measure the load exerted by one tyre or set of tyres on one end of each axle.	➤ <i>COMPLY</i>	➤
	5) The sensor sensitivity shall be $-1.62\text{Pc/N} \pm 10\%$ and the maximum sensitivity shift over the entire sensor length shall be $\pm 2\%$ .	➤ <i>COMPLY</i>	➤
	6) A suitable charge amplifier shall be provided for use with the Quartz sensor.	➤ <i>COMPLY</i>	➤
	7) The sensor cable shall have a minimum length of 40m.	➤ <i>COMPLY</i>	➤
	8) The sensors shall enable weigh in motion for vehicle speeds ranging from 5km/hr to 120km/hr.	➤ <i>COMPLY</i>	➤
	9) The sensors shall be capable of operating in temperature ranges between $-10^{\circ}\text{C}$ to $80^{\circ}\text{C}$ and shall have a temperature coefficient of $-0.02\%/^{\circ}\text{C}$ .	➤ <i>COMPLY</i>	➤
	10) The sensors shall have a minimum degree of protection of IP68.	➤ <i>COMPLY</i>	➤
	11) The sensor length shall be between 1,6m and 1.8m.	➤ <i>COMPLY</i>	➤
	12) All materials, tools and services associated to pavement cutting and grouting for the installation of the quartz sensors shall be provided by the supplier. The associated costs should therefore be included in the cost of this bid.	➤ <i>COMPLY</i>	➤
2	<b>TRAFFIC INDUCTION LOOPS AND DETECTORS</b>		

January 2024

	1) The loops shall be rectangular. However, the corners of the slots shall be modified by cutting a 45° slot to remove the sharp edges.	➤ COMPLY	➤
	2) All materials, tools and services associated with pavement cutting and grouting for the installation of the inductive loops shall be provided by the supplier. The associated costs should therefore be included in the cost of this bid.	➤ COMPLY	➤
	3) The loops shall be installed in dual configuration to allow for passage detection, determination of vehicle speed and vehicle classification.	➤ COMPLY	➤
	4) Loops should be no less than three turns and no greater than five.	➤ COMPLY	➤
	5) Connections to the detector, the loop and the extension cable should be soldered.	➤ COMPLY	➤
	6) The detector module shall be capable of operating with detector feeder cable up to 250m.	➤ COMPLY	➤
<b>3</b>	<b>PIEZOELECTRIC SENSORS FOR DUAL/MULTI TYRE DETECTION</b>		
	1) The sensor shall consist of a centre core of 16 gauge, flat, braided, silver plated copper wire and piezoelectric material of spiral-wrapped PVDF piezoelectric film.	➤ <i>COMPLY</i>	➤
	2) All materials, tools and services associated to pavement cutting and grouting for the piezoelectric sensors shall be provided by the supplier. The associated costs should therefore be included in the cost of this bid.	➤ <i>COMPLY</i>	➤
	3) The Sensor shall have an output uniformity of ±20%.	➤ <i>COMPLY</i>	➤
	4) The Sensors shall have a nominal piezoelectric coefficient of 34 pC/N.	➤ <i>COMPLY</i>	➤
	5) The operating range of temperature shall be 0 - 70°C.	➤ <i>COMPLY</i>	➤
<b>4</b>	<b>AUTOMATIC NUMBER PLATE READING (ANPR) CAMERAS</b>		
	1) The ANPR Cameras shall be able to capture/recognize the front number plate of the vehicles driving at a speed of up to 150 km/hr.	➤ COMPLY	➤
	2) The cameras shall have the ability to perform day and night operation with highly sensitive camera that is highly integrated with infrared LED illumination.	➤ COMPLY	➤

January 2024

	3) The ANPR cameras shall be rated IP66 – robust and water proof, able to withstand adverse weather conditions and extreme harsh conditions.	➤ COMPLY	➤
	4) The cameras shall have a standard Wide-angle and suitable for capture of traffic on a single lane of width 3-5m to 4m.	➤ COMPLY	➤
	5) The ANPR cameras shall be able to respond to an external trigger necessary to capture the image of the number plate for image processing and storage.	➤ COMPLY	➤
	6) The ANPR Camera software should be able to append a timestamp to the images captured and processed.	➤ COMPLY	➤
	7) The ANPR Cameras shall be largely maintenance free with an extended service life.	➤ COMPLY	➤
	8). The ANPR system shall have recognition rate of at least 98% efficiency.	➤ COMPLY	➤
	9) The system shall be able to capture vehicle registration numbers from both reflective and non-reflective number plates.	➤ COMPLY	➤
<b>5</b>	<b>OVERVIEW CAMERAS</b>		
	1) The Overview Cameras shall be able to capture a clear colour image of the front of Vehicles driving at a speed of up to 150 km/hr	➤ <i>COMPLY</i>	➤
	2) The Overview Cameras shall have auto-focus and brightness control.	➤ <i>COMPLY</i>	➤
	3) The Overview Cameras shall be highly sensitive and able to perform day and night time operation with fully integrated infrared LED illumination or with a separate LED illumination unit supplied with it.	➤ <i>COMPLY</i>	➤
	4) The Overview Camera shall be rated IP66 – robust and water proof, able to with stand adverse weather conditions and extreme harsh conditions.	➤ <i>COMPLY</i>	➤
	5) The cameras shall have a standard Wide-angle and suitable for capture of traffic on a single lane of width 3-5m to 4m.	➤ <i>COMPLY</i>	➤
	6) The Overview camera shall be able to respond to an external trigger necessary to capture the image of the Vehicle.	➤ <i>COMPLY</i>	➤
	7) The Camera software should be able to append a timestamp to the images captured and processed.	➤ <i>COMPLY</i>	➤
<b>12</b>	<b>RFID SPECIFICATIONS</b>		➤

January 2024

UHF Long Range Reader	(UHF Long Range Reader) Housing Aluminium, powder coated Supported transporter types EPC Class 1 Gen2 EPC Class 1 Gen2 V2 ISO 18000-6-C (Upgrade Code)	➤ <i>COMPLY</i>	➤
	Dimensions 260 mm x 157 x 65mm (10,23 x 6,18 x 2,56 inch)	<i>COMPLY</i>	➤
	Protection Class IP 53IP 64 (with protection cap) Weight 1.800 g	➤ <i>COMPLY</i>	➤
	Anti-Collision, Output of RSSI values and phase angle, Battery assisted Real Time Clock Supports encrypted transporter communication, Secure Key Storage, Config Cloning function	➤ <i>COMPLY</i>	➤
	Power Supply 24V DC (+- 20%) Power Consumption Max. 24 VA**	➤ <i>COMPLY</i>	➤
	Operating Frequencies - Version EU: 865 MHz to 868 MHz - Version FCC: 902 MHz to 928MHz	➤ <i>COMPLY</i>	➤
	Output Power 100Mw to max. 2W Configurable in steps of 100mW	➤ <i>COMPLY</i>	➤
	Antenna Connector 4 x SMA – Female (50 Ohm), integrated Multiplier, supplier of external Multiplexer, support of external Multiplexer ID ISC.ANT.UMUX	➤ <i>COMPLY</i>	➤
	RF – Diagnosis RF-Channel monitoring, Antenna SWR Control, internal overheating control	➤ <i>COMPLY</i>	➤
	Outputs -2 Optocoupler max. 24 V DC /20Ma -2 Relays max' 24 V DC/1A Switching current, 2A permanent current Inputs - 2 Optocoupler max. 24 V DC/20mA	➤ <i>COMPLY</i>	➤
	Interfaces RS232, Ethernet, USB, Wiegard (Scan Mode Interface)	➤ <i>COMPLY</i>	➤
	Protocol -Modes ISO Host Mode, Scan Mode (HID), Notification Mode, Buffered Read Mode	➤ <i>COMPLY</i>	➤
	Environmental Conditions	➤ <i>COMPLY</i>	➤

January 2024

	-Operation -25°C to 55°C -Storage -25°C to 85°C Humidity 5% to 95% (non – condensing) Vibration EN 60068-2-6 10 Hz to 150 Hz: 0,075mm/ 1g Shock EN 60068 – 2 – 27 Acceleration: 30 g		
	Applicable Standards Radio Regulation -Europe EN 302 208 -USA FCC 47 CFR Part 15 -Canada IC RSS-GEN, RSS-210 EMC EN 301 489 Safety -Low Voltage EN 60950 -Human Exposure EN 50364	➤ <i>COMPLY</i>	➤
Long Range Reader Antenna	Support Antenna Dimensions 288 mm x 288 mm x 65mm or 576 mm x 288 mm x 80 mm	➤ <i>COMPLY</i>	➤
	Housing: PC / Aluminium Protection Class: IP65	➤ <i>COMPLY</i>	➤
	Support 3 dB beam width 65° x 65° and 30° x 65°	➤ <i>COMPLY</i>	➤
	Antenna Connection: TNC socket (50 Ohm )	➤ <i>COMPLY</i>	➤
	Temperature range Operation Storage: 1) 25°C to 55°C 2) 25°C to 80°C	➤ <i>COMPLY</i>	➤

## SPECIFICATIONS OF 100KVA GENERATOR

- Prime running power (PRP)100kVA, 80kW
- Emergency stand by power (ESP) 110kVA, 88 kW
- 400/230 V @ 50 Hz 1500 rpm
- High quality and reliable 4-cylinder Perkins diesel engine
- Easily operated control panel
- Brushless permanent magnetized generator IP23 with optional electronic AVR
- Fuel tank 120 liters with leakage protection

<b>GENERATOR ENGINE</b>		<b>PERKINS 1104C-44TAG2</b>
Type	4 cycle, water-cooled, diesel engine	
Compression Ratio	18.2:1	

January 2024

No of Cylinders	4
Cylinders Arrangement	In-line
Displacement	4.4 Liters
Bore x Stroke	105 x 127 mm
Prime running power (PRP)	100 kVA/80 kW
Emergency stand by power (ESP)	110kVA/88 kW
Speed	1500 rpm
Mechanical output	72-112 kWm
Fuel Consumption	17,1 liter/hour
Rated Current	160 Amps
Rated Voltage	400V/230V
Landuse Type of Unit	Low Noise, Automation Type
Weight	1135 Kg
Dimension (LxBxH)	2100x1000x1800 mm
Rotation	Anti-clockwise
Engine power	120.8 / 90.1 (hp / kW)
Standard tank capacity	120 l
Current	144A
Sound level	69dB (A)
Frequency	50Hz

## 20KVA UPS SPECIFICATION

Power (kVA)	<b>20 kVA</b>
Power ( kWatt )	<b>16 kWatt</b>
<b>INPUT - RECTIFIER</b>	
Input Voltage	415/ 240 VAC ; 3 Phase, N
Input Voltage Range	± 15%
Input Frequency	50 / 60 Hz
Input Frequency Range	± 10%
Input Power Factor	> 0,85
<b>OUTOUT - INVERTER &amp; BY-PASS</b>	
Output Power Factor	0,8
Output Voltage	415/240 VAC ; 3 Phase, N
Output Voltage Regulation	± 1% ( Static ) ; ± 5% ( Dynamic )
Output Frequency	50 Hz / 60 Hz ( selectable )
Frequency Stability	± 0,1% ( operation by battery ) ; ± 1% ( main synchron )
Voltage Wave	Sinusoidal
Total Harmonic Distortion	< 3% ( linear load ) ; < 5% ( non-linear load )
Cold Start	No
Total Efficiency	> 90%
Crest Factor	3 : 1
Transfer Time	0 msec.
<b>Battery</b>	
Battery Type	No maintenance battery



January 2024

Battery Unit	30
Charge Voltage	48 VDC
Deep Discharge Voltage	30VDC
Battery Test	Automatic and manuel battery test system
Battery Charge Time	8 hours to 90% capacity after deep discharge
<b>MIMIC &amp; CONTROL PANEL</b>	
Type	LCD Alphanumerical mini panel
LCD Display	Input Voltage , Output Voltage , Battery Voltage, Battery Current, Output Frequency, Battery Charge Level, UPS Power, Load Percent, Synchron Case, Communication systems fault info.
LED Display	Load on Bypass, Load on UPS, Alarms and operation by battery leds.
<b>PROTECTION</b>	
Over Load Capacity	100% ~ 125% load 10 minutes ; 125% ~ 150% load 1 minute ; > 150% load on the bypass
Short Circuit	a) Inverter mod: UPSis shutdown itself b) Bypass mod : AC protection fuse is blow
Over Heat	a) If main normale : UPS is cross to by-pass mode b) If main voltage is not normale : UPS is cut output, Alarm on the LCD Display.
Battery Low Level	Battery low alarm occurs on the LCD. Sound alarm is given after 15 second
<b>ALARMS</b>	
Visual and Auditory	Bypass alarm, mains fault, load on bypass, overload, mains failure, output voltage high / low, over temperature, battery voltage high/low, short circuit, fault inverter, battery test ( Buzzer can be Off.)
<b>COMPUTER INTERFACE</b>	
Management	Dry contact info, RS232 Serial Port, TMON Software, remote control panel ( option ), SNMP and Megatec protocol ( option )
Dry Contact Information	Load on inverter / Bypass, Operation battery / mains, Battery low / normale, emergency button
HTTP / SNMP Harmony	Windows 95/98/NT/XP, UNIX, LINUX, NOVELL, Netware, OS/2, Netlite, XENIX, AIX, MS-DOS, HP-UX, SUN OS ( Software CD and cable )
<b>GENERAL</b>	
Noice Level	< 60 to 62 dB ( 1 Meter )
Technologic	High frequency IGBT technology, PWM, True Online System, 2 Micro Pro. and high protection by driver
Operation Temperature / Humidity	0 °C ~ +40 °C / Maximum 90%
Cooliing	Fan
Dimension WxHxD ( mm )	490 x 1200 x 680
Weight	~ 270 kg

January 2024

## **SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

*{Notes to Contractor shown in brackets {...} provide guidance to the Contractor to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FORM ELI- 1.3: 40% PERCENT RULE FORM

FORM OF BID

FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

FIN-2 SUMMARY OF COSTS

FIN-3 BREAKDOWN OF PRICE PER ACTIVITY

FIN-4 BREAKDOWN OF REMUNERATION PER ACTIVITY

January 2024

**FORM ELI- 1.3: 40% PERCENT RULE FORM**

Tenderers must complete this form to indicate they conform to the 40% Rule, i.e. at least 40% of their tender price is sourced from within Kenya.

ITEM	Description of Work Item	Describe location of source	COST in Kenya shillings	Comments, if any
A	Local Labour			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

3				
4				
5				
<b>C</b>	<b>Local materials</b>			
1				
2				
3				
4				
5				
<b>D</b>	<b>Use of Local Plant and Equipment</b>			
1				
2				

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
7				
	TOTAL COST LOCAL CONTENT		xx	

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

	PERCENTAGE OF CONTRACT PRICE	xx	
--	------------------------------	----	--

January 2024

## FORM OF TENDER

### INSTRUCTIONS TO TENDERERS

- (i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.
- (ii) All italicized text is to help Tenderer in preparing this form.
- (iii) Tenderer must complete and sign the TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, in the Technical Proposal.

### FORM OF TENDER

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Invitation to Tender No.: *[insert identification]* Alternative No.: *[Not Applicable]*

To: \_\_\_\_\_ We, the undersigned, declare that:

- a) *No reservations:* We have examined and have no reservations to the tendering document, including Addenda issued in accordance with Instructions to Tenderers (ITT);
- b) *Eligibility:* We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) *Tender-Securing Declaration:* We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.8.
- d) *Conformity:* We offer to execute in conformity with the tendering document and in accordance with the construction or service schedule the following Works:  
*[Tender Number and Name]*
- e) *Tender Price:* The total price of our Tender is [name of currency] (*amount in figures and words*).
- f) *Combined Price:* We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the TDS ITT 37.5, which is [insert percentage of the total contract price]. – Not Applicable
- g) *Tender Validity Period:* Our Tender shall be valid for a period specified in TDS 18.1 (or as amended if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) *Performance Security:* If our Tender is accepted, we commit to obtain a Performance Security in

January 2024

accordance with the tendering document;

- i) *One Tender per Tenderer:* We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.4, other than alternative Tenders submitted in accordance with ITT 13;
- a) *Suspension and Debarment:* We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- b) *State-owned enterprise or institution:* [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.7];
- c) *Commissions, gratuities and fees:* We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

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

- d) *Binding Contract:* We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- e) *Not Bound to Accept:* We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;
- f) *Fraud and Corruption:* We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- g) *Collusive practices:* We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- r) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from \_\_\_\_\_ (specify website) during the procurement process and the execution of any resulting contract.
- s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
- b) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
- a) Self-Declaration of the Tenderer – to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- b) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.



January 2024

- t) Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “Appendix 1- Fraud and Corruption” attached to the Form of Tender.

Name of the Tenderer: \*[insert complete name of person signing the Tender]

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

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

Signature of the person named above: [insert signature of person whose name and capacity are shown above] Date signed [insert date of signing] day of [insert month], [insert year]

Name in the capacity of

---

Signed

Duly authorized to sign the Tender for and on behalf of

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

January 2024

**FORM FIN-1: FINANCIAL PROPOSAL SUBMISSION FORM**

..... {Location, Date}

To: ..... [Name and address of Procuring Entity]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for..... [*Insert title of assignment*] in accordance with your Request for Proposal dated..... [*Insert Date*] and our Technical Proposal.

Our attached Financial Proposal is for the amount of..... {*Indicate the corresponding to the amount currency*} {*Insert amounts in words and figures*}, including of all taxes in accordance with ITT28.2 in the Data Sheet. The estimated amount of local taxes is..... {*Insert currency*} {*Insert amount in words and figures*}.

{*Please note that all amounts shall be the same as in Form FIN-2*}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the ITT13.1 Datasheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address, Amount and Purpose of Commission of Agents, Currency or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

Signature..... (*Of Contractor's authorized representative*) {*In full and initials*}

Full name: ..... {*Insert full name of authorized representative*}

Title: ..... {*Insert title/position of authorized representative*}

Name of Contractor..... (*Company's name or JV's name*)

Capacity: ..... {*Insert the person's capacity to sign for the Contractor*}

Physical Address: ..... {*Insert the authorized representative's address*}

Phone: ..... {*Insert the authorized representative's phone and fax number, if applicable*}

Email: ..... {*Insert the authorized representative's email address*}

{*For a joint venture, either all members shall sign or only the lead member/Contractor, in which case the power of attorney to sign on behalf of all members shall be attached*}

January 2024

**FORM FIN-2: SUMMARY OF COSTS**

Costs	Amount(s) (KSh)
<b>SUB TOTAL 1.</b>	
Add 1.5% (Sub-Total 1) Contingencies	
<b>SUB TOTAL 2.</b>	
Add 16% VAT (of Sub-Total 2)	
<b>TOTAL 3 AMOUNT OF FINANCIAL PROPOSAL</b>	_____

**FORM FIN-3: BREAKDOWN OF PRICE PER ACTIVITY**

**(a) Summary table**

ACTIVITY	PRICE COMPONENT	AMOUNT(KSHS)
	<b>MANAGEMENT OPERATION AND MAINTENANCE OF THE VIRTUAL WEIGHBRIDGE STATIONS</b>	
<b>Activity I</b>	MANAGEMENT AND OPERATIONS	
<b>Activity II</b>	SECURITY AND ENFORCEMENT SERVICES	
<b>Activity III</b>	TRANSPORT COSTS	
<b>Activity IV</b>	MISCELLANEOUS COSTS	
<b>Activity V</b>	ENGINEER'S SUPERINTENDENCE	
	<b>SUB -TOTAL 1</b>	

January 2024

<b>ACTIVITY I: MANAGEMENT AND OPERATIONS</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE (KShs.)</b>	<b>AMOUNT (KShs.)</b>
1.1	Operations and Maintenance costs of the 14 Virtual Weighbridge Stations including provision of required personnel for management, operation, continuous monitoring, maintenance of the 14 stations concurrently and reporting.	Months	36.00		
<b>Sub-Total for Activity I</b>					

<b>ACTIVITY II: SECURITY AND ENFORCEMENT SERVICES</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE (KShs.)</b>	<b>AMOUNT (KShs.)</b>
2.1	General Security personnel from reputable security firm for 24 hours manning the 14 No virtual weighbridge stations	Man-Months	2,016.00		
<b>Sub-Total for Activity II</b>					

<b>ACTIVITY III: TRANSPORT COSTS</b>		<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE (KShs.)</b>	<b>AMOUNT (KShs.)</b>
3.1	Provide with driver, fuel and maintain a brand new 1 No. Engine Capacity 2500 – 3000cc 4WD Double Cab pickup including driver, fuel and service for the exclusive use of the Engineer.	Vehicle-Month	36.00		
<b>Sub-Total for Activity III</b>					

<b>ACTIVITY IV: MISCELLANEOUS COSTS</b>		<b>UNIT</b>	<b>QTY</b>	<b>RATE (Kshs.)</b>	<b>AMOUNT (Kshs.)</b>
4.1	Provisions for Reimbursement for Payment of Monthly Electricity Bills for the Virtual Weighbridge stations	PC Sum	1	15,000,000.00	15,000,000.00

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

4.2	E.O 4.1 for the contractor's overheads and profits	%	15,000,000.00		
4.3	Provide for Generator Power for the Virtual Weighbridge stations in the event of power outage. Genset running logs to be provided for reimbursements.	Hours	1,500		
4.4	Provide for Maintenance and calibration of weighing equipment at all the 14 virtual weighing stations every Six (6) months as approved by the Engineer.	No.	7		
4.5	Provide for ad-hoc or emergency Maintenance and calibration of weighing equipment at any of the virtual weighing stations as instructed by the Engineer	No.	100		
4.6	Integration with NTSA database of the installed long range radio frequency identifier decoder (RFID) Scanners at the 14 Virtual Weigh Stations.	No.	14		
4.7	Provide the 14 virtual weigh stations with primary and secondary Internet Links with a capacity of 50MBPs dedicated connectivity per site connecting with Control Center at KeNHA Headquarters. The redundant / secondary backup connectivity shall be from a separate internet service provider. The Primary and Secondary Internet Links shall be approved by the Engineer.	Months	36		
4.8	Prime Cost sum for maintenance and support of the Virtual Weighbridge and High-Speed Weigh in Motion (HSWIM) management software with perpetual licenses registered under the Kenya National Highways Authority. This shall include Updates, Upgrades and Annual Maintenance fee for a period of 36 Months	PC sum	1	5,000,000.00	5,000,000.00
4.9	E.O 4.8 for the contractor's overheads and profits	%	5,000,000.00		
4.10	Provide, place and install Kistler Weighing sensors, including grouting compound, cabling, termination and integration with the control data centre	No.	108		
4.11	Provide, place and install Piezoelectric Position sensors for dual/multi tyre detection including grouting compound, thermometer, cabling, termination and integration with the control data centre	No.	36		
4.12	Provide, place and install Traffic Induction loops and detectors including the sealant compound for the loops, loop protection rubbers, loop waterproof connectors, cabling, termination and integration with the System	No.	36		
4.13	Construction of 300mm thick fibre reinforced concrete slabs using concrete class 50/20 at 7 virtual stations detailed as detailed in Appendix D.	Item	1		
	<b>Sub-Total for Activity IV</b>				

January 2024

<b>ACTIVITY V: ENGINEER'S SUPERINTENDENCE</b>					
5.1	Payment of Resident Engineer Miscellaneous account as per Clause 139 of the Standard Specifications and for items and services detailed in Appendix A	Item	1.00		
5.2	Payment of Engineers Supervisory Staff including overtime in accordance with clause 137 of the Standard Specifications and as per Remuneration Rates in Appendix B	Sum	1.00	16,474,100.00	16,474,100.00
5.3	E.O for item 5.2 on Engineers Supervisory Staff including overtime for Contractor's overheads and profits	%	16,474,100.00		
5.4	Payment for Material Testing as detailed in the schedule attached in Appendix C as Instructed by the Engineer	Item	1.00		
5.5	Periodic Stakeholders Meetings, Media Communication Sensitization and Coverage Cost reimbursements to be arranged in consultation with the Engineer	PC Sum	1.00	20,000,000.00	20,000,000.00
5.6	E.O for item 5.5 on Periodic Stakeholders Meetings, Media Communication and Coverage Costs reimbursements for Contractor's overheads and profits	%	20,000,000.00		
5.7	Provision for Annual Integrity Awareness Training of Weighbridge Staff by relevant internal and external bodies in consultation with the Engineer.	PC Sum	1	3,000,000.00	3,000,000.00
5.8	E.O for item 5.7 on Annual Integrity Training for Contractors overheads and profits	%	3,000,000.00		
5.9	Allow a Prime Cost Sum of KSh 15,000,000.00 for facility improvement and maintenance as outlined in Annex A to be spent as directed by the Engineer in accordance with the schedules rates in this contract.	PC Sum	1	15,000,000.00	15,000,000.00
5.10	E.O for item 5.9 on for Contractor's overheads and profits	%	15,000,000.00		
	<b>Sub-Total for Activity V</b>				

January 2024

<b>APPENDIX A FOR ITEM 5.1</b>					
<b><u>KeNHA RE's OFFICE MISCELLANEOUS EXPENSES</u></b>					
<b><u>1. Stationaries &amp; Consumables</u></b>					
<b>NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Quantity</b>	<b>Rate (Ksh)</b>	<b>Amount (Ksh)</b>
1	A3 Photocopy Papers (White)	Reams	10		
2	A4 Photocopy Papers (White)	Reams	5		
3	A4 Photocopy Papers (Coloured)	Reams	5		
4	Paper Conqueror Laid A4 (Blue, Cream)	Reams	10		
5	External Hard Disk 500GB	No.	1		
6	External Hard Disk 1TB	No.	1		
7	Flash Disk 32GB	No	1		
8	Reflector Jackets	No	30		
9	Scientific Calculator	No	2		
10	Cordless Mouse	No	2		
11	Uni-ball pens (Blue/Black)	Pkt.	15		
12	Quality Envelopes (A4)	9gsm	15		
13	Quality Envelopes (A3)	90gsm	15		
14	Stapler Pin Removers	No.	3		
15	Binder clips (medium, Large)	Pkt	5		
16	Binding Spirals (10mm)	pcs	5		
17	Binding spirals (16mm)	pcs	5		
18	Binding Spirals (22mm)	pcs	5		
19	Binding Spirals (25mm)	pcs	5		
20	Binding Spirals (28mm)	pcs	5		
21	Orthopaedic Chair	No.	1		
22	Highlighters	No.	3		
23	Marker Pens	No.	1		

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

24	Sticky Notes	No	18		
25	Shorthand Notebooks	No.	1		
26	Biro Pens (Bic)	Dozen	1		
27	Counter Books A4 (4 Quire)	No.	3		
28	Paper Punch Medium	No.	1		
29	Paper Punch Giant	No.	1		
30	Shorthand Notebooks - A5	No.	5		
31	Staple Pins 24/6	Pkts	1		
32	Staple Pins Giant	Pkts	1		
33	Transparent Folders	No.	10		
34	Paper Clips 28mm	No.	1		
35	Pair of Scissors	No.	1		
36	White Out	No.	1		
37	Cello tape 1 inch	No.	1		
38	Embossed Covers (Blue & Green)	Reams	1		
39	Pvc Box File (Medium)	No	1		
40	Glue Stick Pritt	No.	3		
41	Pencils	Dozen	2		
42	Delivery Book	No.	3		
43	Hp Toner Black 203A (CF540A)	No.	5		
44	Hp Toner Cyan 203A (CF541A)	No.	5		
45	Hp Toner Magenta 203 A (CF543A)	No.	5		
46	Hp Toner Yellow 203A (CF542A)	No.	5		
47	Hp Toner Black 207A (W2210A)	No.	5		
48	Hp Toner Cyan 207A (W2211A)	No.	5		
49	Hp Toner Magenta 207 A (W2213A)	No.	5		
50	Hp Toner Yellow 207A (W2212A)	No.	5		
51	Stick notes (Sign here)	No.	5		



[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

52	Hp Toner-Black 312X-CF380X for HP LaserJet MFP M476dw	No.	2		
53	Hp Toner-Cyan 312 X (CF381X) for HP LaserJet MFP M476dw	No.	2		
54	Hp Toner-Magenta 312X (CF383X) for HP LaserJet MFP M476dw	No.	2		
55	Hp Toner- Yellow 312X (CF382X) for HP LaserJet MFP M476dw	No.	2		
56	Hp Toner - Black 305A (CF410A) for HP LaserJet 400 MFP M475dn	No.	2		
57	HP Toner-Cyan 305A-(CF411A) for HP LaserJet 400 MFP M475dn	No.	2		
58	HP Toner-Magenta 305A -(CF411A) for HP LaserJet 400 MFP M475dn	No.	2		
59	HP Toner-Yellow 305A-(CF411A) for HP LaserJet 400 MFP M475dn	No.	2		
60	Hp Toner- Black 205A (CF530A) for HP Colour LaserJet Pro MFP M180n	No.	2		
61	Hp Toner-Cyan 205A (CF531A) for HP Colour LaserJet Pro MFP M180n	No.	2		
62	Hp Toner-Magenta 205A (CF533A) for HP Colour LaserJet Pro MFP M180n	No.	2		
63	Hp Toner-Yellow 205A (CF532A) for HP Colour LaserJet Pro MFP M180n	No.	2		
64	Printer HP Laser jet pro MFP M281 fdn	No.	1		
65	Printer Kyocera TASKalfa 4053ci	No.	1		
66	Extension Cables with Power Surge	No	1		
67	Safety Boots	No	5		

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya - Eastern]

January 2024

<b>2. Staff Welfare</b>					
68	Milk (Gold Crown)	Cartons	70		
69	Sugar	Kgs	70		
70	JIK	No.	3		
71	Washing Soap (Axion)	Tins	10		
72	Tissue Papers	Dozen	4		
73	Refillable Drinking Water(20Ltrs)	20 Litres	90		
74	Drinking water (500 ml)	Dozen	90		
75	Disposal Cups 300ml	Packets	6		
76	Cling film	No.	3		
77	Air freshener	No.	5		
78	Velvex Kitchen Premium kitchen towels 2pack	No.	3		
79	Paper Serviette	No.	5		
80	Facial Tissue/Wet wipes	No.	5		
81	Air Wick Automatic spray refill	No.	5		
82	Spoons/Folks	Dozen	1		
83	Sugar dish	No.	2		
84	Airtime for staff (1000)	No.	70		
85	Snacks/Fruits	No.	70		
86	Cups	Dozen	1		
87	Lunches	No	100		
<b>3.</b>	<b><u>Air Travel</u></b>				
88	Allow Return Air Tickets for Officers	No.	100		
<b>Total</b>					
<b>GRAND TOTAL CARRIED FORWARD TO ITEM 5.1</b>					

January 2024

<b>APPENDIX B FOR ITEM 5.2</b>									
<b>PART I</b>									
<b>RATES FOR ENGINEERS SUPERVISORY STAFF</b>									
NO.	DESIGNATION	KeNHA Grade	Rates						
			Wages & Salaries (Monthly)	Per Diem - Cluster 1 (Daily)	Per Diem - Cluster 2 (Daily)	Per Diem - Cluster 3 (Daily)	Field Allowance (Daily)	Transport Allowance (Daily)	Sample Engineer's Estimate
<b>1. Engineers</b>									
1	Director General			18,200.00	12,600.00	10,500	-	-	
2	Director			16,800.00	12,600.00	10,500	-	-	75,600.00
3	Resident Engineer (DD)/Deputy Director	3		16,800.00	12,600.00	10,500	-	-	907,200.00
4	Assistant Director (AD)	4		14,000.00	10,500.00	8,400	-	-	31,500.00
5	Senior Engineer	5		14,000.00	10,500.00	8,400	-	-	756,000.00
6	Engineer	6		11,200.00	8,400.00	7,000	-	-	151,200.00
7	Senior Engineer (Projects)			6,300.00	4,900.00	4,200	-	-	
8	Engineer (Projects)			6,300.00	4,900.00	4,200	-	-	
9	Assistant Engineer (Projects)			6,300.00	4,900.00	4,200	-	-	352,800.00
10	Intern Engineer (Projects)			6,300.00	4,900.00	4,200	-	-	29,400.00

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

<b>2. Inspectorate</b>									
1	Roads Superintendent	7		11,200.00	8,400.00	7,000	1,750.00	-	1,209,600.00
2	Roads Inspector	8		11,200.00	8,400.00	7,000	1,750.00	-	604,800.00
3	Roads Overseer	9		6,300.00	4,900.00	4,200	1,050.00	-	
4	Inspector (Projects)			6,300.00	4,900.00	4,200	-	500	352,800.00
5	Assistant Inspector (Projects)			6,300.00	4,900.00	4,200	-	500	
<b>3. Laboratory</b>									
1	Material Technologist			11,200.00	8,400.00	7,000	1,750.00	-	
2	Lab Technician			6,300.00	4,900.00	4,200	1,050.00	-	
3	Lab Attendant			6,300.00	4,900.00	4,200	1,050.00	-	
4	Lab Technician (Projects)			6,300.00	4,900.00	4,200	1,050.00	-	
5	Lab Attendant (Projects)			6,300.00	4,900.00	4,200	1,050.00	-	
<b>4. Survey</b>									
1	Senior Surveyor	5		14,000.00	10,500.00	8,400	2,100.00	-	
2	Surveyor	6		11,200.00	8,400.00	7,000	1,750.00	-	

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

3	Senior Assistant Surveyor	7		11,200.00	8,400.00	7,000	1,750.00	-	
4	Surveyor (Projects)			6,300.00	4,900.00	4,200	-	-	
5	Assistant Surveyor (Projects)			6,300.00	4,900.00	4,200	-	-	
6	CAD Technician (Projects)			6,300.00	4,900.00	4,200	-	-	
7	Leveller (Projects)			6,300.00	4,900.00	4,200	-	-	
8	Chainman (Projects)			6,300.00	4,900.00	4,200	-	-	
<b>5. Drivers</b>									
1	Senior Driver	8		11,200.00	8,400.00	7,000	1,750.00	-	302,400.00
2	Driver	9		6,300.00	4,900.00	4,200	1,050.00	-	705,600.00
3	Driver (Projects)			6,300.00	4,900.00	4,200	-	-	705,600.00
<b>6. Admin</b>									
1	Senior Officer	5		14,000.00	10,500.00	8,400	-	-	378,000.00
2	Legal Officer	6		11,200.00	8,400.00	7,000			302,400.00
3	ICT Officer	6		11,200.00	8,400.00	7,000			302,400.00
4	Officer	6		11,200.00	8,400.00	7,000	-	-	302,400.00

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

5	Senior Assistant Officer	7		11,200.00	8,400.00	7,000	-	-	
6	Assistant Officer	8		11,200.00	8,400.00	7,000	-	-	
7	Senior Office Assistant	9		6,300.00	4,900.00	4,200	-	-	
8	Office Assistant	10		6,300.00	4,900.00	4,200	-	-	
9	Accountant (Projects)			6,300.00	4,900.00	4,200	-	-	
10	Assistant Accountant (Projects)			6,300.00	4,900.00	4,200	-	-	
11	Procurement Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
12	Assistant Procurement Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
13	Environmental Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
14	Assistant Environmental Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
15	ICT Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
16	Assistant ICT Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
17	Human Resource Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
18	Asst. Human Resource Officer (Projects)			6,300.00	4,900.00	4,200	-	-	
19	Secretary (Projects)			6,300.00	4,900.00	4,200	-	-	

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

20	Office Assistant (Projects)			6,300.00	4,900.00	4,200	-	-	
21	Office Attendant (Projects)			6,300.00	4,900.00	4,200	-	-	
22	Casual Laborer (Daily)			1,000.00	1,000.00	1,000	-	-	
23	Intern			6,300.00	4,900.00	4,200	-	-	19,600.00
24	Attachee			6,300.00	4,900.00	4,200	-	-	19,600.00
<b>7.</b>	<b>Security (Police Officers)</b>								
1	Senior Superintendent of Police (SSP)	5		14,000.00	10,500.00	8,400			63,000.00
2	Superintendent of Police (SP)	8		11,200.00	8,400.00	8,400			50,400.00
3	Assistant Superintendent of Police (ASP)	8		11,200.00	8,400.00	8,400			50,400.00
4	Chief Inspector (CI)	8		11,200.00	8,400.00	8,400			50,400.00
5	Inspector	8		11,200.00	8,400.00	7,000			50,400.00
6	Senior Sergeant	8		11,200.00	8,400.00	7,000			50,400.00
7	Sergeant	8		11,200.00	8,400.00	7,000			50,400.00
8	Corporal	9		6,300.00	4,900.00	4,200			29,400.00
9	Constable	10		6,300.00	4,900.00	4,200			29,400.00

January 2024

**SUB TOTAL A (Allowances Provision KeNHA Staff & Police for the Contract Duration) = 5,194,700.00**

**5,194,700.00**

<b>PART II</b>					
<b>KeNHA PROJECT STAFF RENUMERATION SCALE</b>					
<b>1. TECHNICAL STAFF</b>					
<b>Civil Engineering Degree Holders</b>					
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Renumeration (Man Months) (KShs)	No of Months	Total Amount
1	Senior Engineer	i. Holds a Degree in Civil Engineering or its equivalent.	206,400.00		
		ii. Registered <b>Professional</b> Civil Engineer with EBK and a <b>Corporate</b> Member of IEK.			
		iii. Has Worked with KeNHA for over 3 years.			
2	Engineer	i. Holds a Degree in Civil Engineering or its equivalent from an institution recognized by EBK.	117,500.00		
		ii. Registered <b>Graduate</b> Civil Engineer with EBK.			
		iii. Has over <b>5 years Post-Registration</b> Experience in Roads.			
		iv. Has Worked with KeNHA for over 3 years.			
3	Assistant Engineer	i. Holds a Degree in Civil Engineering or its equivalent from an institution recognized by EBK.	93,500.00	36	3,366,000
		ii. Registered <b>Graduate</b> Civil Engineer with EBK.			
		iii. Has over <b>3 years Post-Registration</b> Experience in Roads.			



[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

		iv. Has Worked with KeNHA for over 2 years.			
4	Graduate Engineer	i. Holds a Degree in Civil Engineering or its equivalent from an institution recognized by EBK.	71,500.00		
		ii. Registered <b>Graduate</b> Civil Engineer with EBK.			
		iii. Has over <b>1 year Post-Registration</b> Experience.			
5	Trainee Engineer/ Intern	i. Holds a Degree in Civil Engineering or its equivalent from an institution recognized by EBK.	25,000.00		
		ii. Registered or awaiting Registration as a <b>Graduate</b> Civil Engineer with EBK.			
		ii. <b>Fresh Graduate</b> from University.			
<b>Civil Engineering Diploma Holders</b>					
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Remuneration (Man Months) (KShs)		
1	Superintendent	i. Holds a Diploma in Civil Engineering - Highways Category.	93,500.00		-
		ii. Has over <b>6 Years Post graduation</b> Practical Experience in Roads.			
		iii. Has worked with KeNHA for over 4 years.			
2	Inspector	i. Holds a Diploma in Civil Engineering - Highways Category.	71,500.00		-
		ii. Has over <b>3 Years Post graduation</b> Practical Experience in Roads.			
		iii. Has worked with KeNHA for over 2 years.			
3	Assistant Site Inspector	i. Holds a Diploma in Civil Engineering - Highways Category.	52,500.00		-
		ii. Has over <b>2 Years Post Graduation</b> Practical Experience in Roads.			

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

4	Trainee Site Inspector	i. Holds a Diploma in Civil Engineering - Highways Category.	30,000.00	-
		ii. Fresh Graduate.		
<b>Construction/Project Management Degree Holders</b>				
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Renumeration (Man Months) (KShs)	
1	Project Inspector	i. Holds a Degree in Project or Construction management or its equivalent.	71,500.00	-
		ii. Construction Managers must be registered as Professionals with ACMK (Association of Construction Managers of Kenya) while Project Managers must be registered with KAPM (Kenya Association of Project Managers) and PMI (Project Management Institute) as professionals.		
		iii. Has over 5 Years Post Graduation Experience		
2	Assistant Project Inspectors	i. Holds a Degree in Project or Construction management or its equivalent.	52,500.00	-
		ii. Construction Managers must be registered as Graduate members with ACMK (Association of Construction Managers of Kenya) while Project Managers must be registered with KAPM (Kenya Association of Project Managers)		
		iii. Has over 3 years post-Graduation Practical Experience		
3	Trainee Project Inspector	i. Holds a Degree in Project or Construction management or its equivalent.	30,000.00	-

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

		<b>ii. Fresh Graduate</b>			
<b>Surveyors</b>					
S/n	Staff Designation	Minimum Qualifications	Gross Monthly Renumeration (Man Months) (KShs)		
1	Senior Surveyor	i. Holds a Degree in Survey or its equivalent	204,600.00		-
		ii. Registered as a Professional Member with the Institute of Surveyors of Kenya			
		iii. Has over 5 Years of Practical Experience in Roads.			
2	Surveyor	i. Holds a Degree in Survey or its equivalent	117,500.00		-
		ii. Registered as a Graduate Member with the Institute of Survey of Kenya			
		iii. Has over 3 Years of Practical Experience in Roads.			
3	Assistant Surveyor/Leveler	i. Holds a Degree/Diploma in Survey or its equivalent	71,500.00		-
		ii. Fresh from college			
4	Chainman	i. Has over 1 year of practical experience in roads survey	36,500.00		-
<b>2. NON-TECHNICAL STAFF</b>					
<b>Finance Office</b>					
1	Assistant Accountant	Holds a Bachelors of Commerce (Finance & Banking) or it's equivalent.	71,500.00		-

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

		Holds atleast CPA-I			
		Has atleast 3 years post graduate practical experience.			
		Has worked with KeNHA for over 2 years.			
2	Trainee Accountant	Holds a Bachelors of Commerce (Finance & Banking) or it's equivalent.	52,500.00		-
		Fresh from university			
Procurement Office					
1	Procurement Officer	Holds a Degree in Supply Chain Management or its equivalent	117,500.00		-
		Has over 3 years of experience.			
		Has worked with KeNHA for over 2 Year			
2	Assistant Procurement Officer	Holds a Diploma in Supply Chain Management or its equivalent	71,500.00		-
		Has worked with KeNHA for over 1 Year			
3	Trainee Procurement Officer	Holds a Degree/Diploma in Supply Chain Management or its equivalent	52,500.00		-
		Fresh From college			
ICT Office					
1	Information Communications Technology Officer	Holds a Degree in Information Technology, Computer Science/Engineering or any other relevant and equivalent qualification from a recognized Institution.	117,500.00		
		Has over 3 years of experience.			
		Has worked with KeNHA for over 2 Year			
2	Assistant Information Communications Technology Officer	Holds a Diploma in Computer Science, Information Technology or other relevant and equivalent qualifications from a recognized Institution	52,500.00	36	1,890,000

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

		Has worked with KeNHA for over 1 Year			
Administration					
1	Assistant Human Resource	Holds a Bachelor's Degree in Business Administration (Human Resource Management) or its equivalent.	71,500.00		-
		Has worked with KeNHA for over 2 years.			
Office Assistant					
1	Office Assistant/Clerks	Has O-Level Certificate or its equivalent.	36,500.00	36	1,314,000
		Trained on data keeping and/or computer applications.			
<b>SUB TOTAL B = 6,570,000.00</b>					<b>6,570,000</b>
<b>Provision of a lump sum to be expended in overtime and allowances in accordance to Labour Laws and Human Resource procedures &amp; guidelines (30% of Sub Total B) = 1,971,000</b>					<b>1,971,000</b>
<b>SUB TOTAL C (SUBTOTAL B + Provisional Sum for Overtime and Allowances) = 8,541,000</b>					<b>8,541,000</b>
<b>GRAND TOTAL CARRIED FORWARD TO ACTIVITY 5.2 (SUB TOTAL A + SUB TOTAL C) = 16,474,100</b>					<b>16,474,100</b>

January 2024

<b>APPENDIX C FOR ITEM 5.4</b>				
<b><u>LAB TESTS CHARGE SHEET AS PER MTRD</u></b>				
-	-	-		
<b>CONCRETE CUBES</b>				
S/No.	Description	Cost (KSh)	Frequency	Total
1	Cube Crushing per Cube		50.00	
2	Making and crushing of cubes (set of 3)		50.00	
3	Core Crushing Strength and capping		50.00	
<b>SOIL ANALYSIS</b>				
4	Moisture density (compaction test) BS or MOD, AASHTO T180		7.00	
5	CBR statically compacted to 100% MDD, OMC AT 4 Day soak		7.00	
6	CBR dynamically compacted at 3 levels, 95% MDD MOD AASHTO day soak		7.00	
7	CBR for stabilization and 7-day cure and 7 day soak and statically compacted to 95%MDD.MOD.AASHTO		7.00	
8	CBR for stabilized samples		7.00	
9	Determination of specific gravity of medium grained soils		7.00	
10	UCS tests on stabilised soil 200 x 100 mm dia. Set of 3 tests only		7.00	

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

11	Moisture content determination		7.00	
12	Sand replacement test		7.00	
13	Sand replacement test for stabilised samples		7.00	
14	Moisture/Density content determination (Compaction Test) Proctor T90 - Sample Preparation before testing		7.00	
15	Moisture/Density content determination (Compaction Test) Proctor T90 - Vibrating Hammer		7.00	
<b>OTHERS</b>				
16	Chemical Analysis of Lime		7.00	
17	Chemical Analysis of Cement		7.00	
18	Cat eyes		7.00	
<b>Amount transferred to Bill item No. 5.4</b>				

January 2024

**APPENDIX D FROM ITEM 4.13**

**CONSTRUCTION OF 300mm THICK FIBRE REINFORCED CONCRETE SLABS USING EXPLANT CONCRETE CLASS 50/20 AT 7 VIRTUAL WEIGHBRIDGE STATIONS**

	Description	Unit	Quantity	Unit Price	Total Price
<b>4.13</b>	<b>Construction of 300mm thick fibre reinforced concrete slabs using explant concrete class 50/20 at the virtual weighbridge stations</b>			<b>KShs.</b>	<b>KShs.</b>
<b><u>A</u></b>	<b><u>EARTH WORKS (PER STATION)</u></b>				
4.13.1	Cut the existing asphalt concrete pavement and cart away	M <sup>3</sup>	200.00		
4.13.2	Excavate to formation level, not exceeding 1.0m; Load and cart away all the excavated materials as directed by Engineer	M <sup>3</sup>	1,000.00		
	<b>Sub –Total A</b>				
<b><u>B</u></b>	<b><u>CONSTRUCTION (PER STATION)</u></b>				
4.13.3	Provide, lay and compact to 100% M.D.D 300mm thick S5 subgrade material (CBR>22.5%)	M <sup>3</sup>	300.00		
4.13.4	Provide, lay and compact 200mm thick approved graded crushed stones (GCS) as Subbase 2 to Engineers Specifications	M <sup>3</sup>	200.00		
4.13.5	Provide, lay and compact 150mm thick Improved graded crushed stones (GCS) as Subbase 1 to Engineers Specifications	M <sup>3</sup>	150.00		
4.13.6	Provide, transport and spread cement stabilizer on graded crushed stones (GCS) for Subbase 1	Tons	5.40		
4.13.7	Curing of treated layers.	M <sup>2</sup>	2,000.00		
	<b>Sub –Total B</b>				
<b><u>C</u></b>	<b><u>CONCRETE WORKS (PER STATION)</u></b>				
4.13.8	Provide, place and compact 300mm thick explant Concrete class 50/20 which meets required standards and fibre reinforced at 900g/m <sup>3</sup> .	M <sup>3</sup>	280.00		
4.13.9	Unformed Surface finishes	M <sup>2</sup>	1,000.00		



[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

4.13.10	Formwork to edges of slabs	M <sup>2</sup>	56.00		
	<b>Sub –Total C</b>				
<b>D</b>	<b><u>ROAD FURNITURE (PER STATION)</u></b>				
4.13.11	Provide and paint 0.1m wide thermoplastic white lines with glass beads on road edges	M <sup>2</sup>	80.00		
4.13.12	Provide and paint 0.1m wide thermoplastic continuous yellow lines with glass beads	M <sup>2</sup>	60.00		
4.13.13	Provide cat eyes	No.	10.00		
4.13.14	Provide watertight sealant for the expansion joints	L.sum	1.00		
	<b>Sub –Total D</b>				
<b>E</b>	<b><u>PASSAGE OF TRAFFIC (PER STATION)</u></b>				
4.13.15	Allow for the passage of traffic through the works until concrete slab is fully cured. Where required construct, gravel (150mm thick with minimum CBR 20), water, compact and maintain deviation roads including temporary culverts to allow for smooth passage of traffic through the works for minimum width of 6.5m. This shall include decommissioning and blocking of the deviation after restoration of traffic on the main carriageway.	L.sum	1.00		
	<b>Sub –Total E</b>				
<b>SUMMARY-BILL ITEM 4.13</b>					
		<b>Unit</b>	<b>Quantity</b>	<b>Amount Per Station (Kshs)</b>	<b>Total Amount for All Stations (Kshs)</b>
A	EARTH WORKS	No.	7		
B	CONSTRUCTION	No.	7		
C	CONCRETE WORKS	No.	7		
D	ROAD FURNITURE	No.	7		
E	PASSAGE OF TRAFFIC	No.	7		
<b>Total of Bill 4.13 carried forward to Bill of Quantities</b>					

## SECTION VI

### TERMS OF REFERENCE FOR LOT 2: MANAGEMENT, OPERATION AND MAINTENANCE OF VIRTUAL WEIGHBRIDGE STATIONS AT FOURTEEN (14) SELECTED LOCATIONS ON THE NATIONAL TRUNK ROAD NETWORK IN KENYA - EASTERN

#### BACKGROUND INFORMATION

##### 1.1 General

The Kenya National Highways Authority (KeNHA) has earmarked funds through the Road Maintenance Levy Fund (RMLF) for use in engaging the services of a Contracting Firm to undertake the Lot 1: Management, Operation and Maintenance of Virtual Weighbridge Stations at Twelve (12) selected locations on the national trunk road network in Kenya – Eastern..

KeNHA shall require the bidder to render all technical support services which may be deemed relevant to the above work. The detailed descriptions of the contracting services to be performed are as described in these Terms of Reference (TOR).

##### 1.2 Selection Criteria

The bidder selected to undertake the management, operation and maintenance of virtual weighbridge stations shall have had extensive experience in the management operations of technical facilities.

##### 1.3 Project Description

###### 1.3.1 Project Location

The works are located at sites on the national trunk road network as tabulated below.

No	Weighbridge Location	Location/ County	Road Name
1.	Kajiado	Kajiado	Athi River – Namanga (A2)
2.	Malili	Makueni	Mombasa- Nairobi (A8)
3.	Emali (Oloitoktok)	Kajiado	Emali- Oloitoktok (A5)
4.	Kibwezi	Makueni	Kibwezi- Kitui (A9)
5.	Mwatate	Taita Taveta	Voi- Taveta (A6)
6.	Kaloleni	Kilifi	Along Mariakani – Mavueni (B91)
7.	Sabaki	Kilifi	Malindi- Garsen (A7)
8.	Madogo (Garissa)	Tana River	Madogo- Garissa- Nuno & Madogo – Hola (A3)
9.	Yatta	Machakos	Along Thika - Garissa (A3)
10.	Sagana (Nyeri Bound)	Kirinyaga	Kenol-Sagana- Marua Highway (A2)
11.	Sagana (Kenol Bound)	Kirinyaga	Kenol-Sagana- Marua Highway(A2)
12.	Meru	Meru	Meru - Chiakariga (B65) Road

January 2024

13.	Laisamis	Marsabit	Along Nanyuki – Marsabit (A2)
14.	Kamulu	Machakos	Along Outering road – Kangundo (B63).

The contract will involve management, operation and maintenance of the virtual station physical facilities, Maintenance of equipment, collection and dissemination of weight data, maintenance of weighing scales, computer software and hardware, assistance to Law Enforcement Authorities and any other works as directed by the Engineer.

## 2.0 CONTRACT OBJECTIVES

The overall objectives of the project are to attain a sustainable and safe road network by ensuring that the axle loads applied to road pavements are not exceeded, in order to minimize the damage to roads and bridges and level playing field for the conduct of transport business in and around the country.

The specific objectives of this contract are to ensure that the axle loading on the highways is monitored by enforcing legal axle loading limits. The infrastructure at the virtual weighbridge stations will be managed and maintained to the highest standards within the contract period.

The services to be provided by the Contractor shall include but not be limited to the following:

- (i) Management, Operation and Maintenance of all the Virtual Weighbridge Stations including:
  - a) Piezo-electric Weigh in Motion (Triple Threshold Type Accuracy) System- including Sensors and Loops, NTSA approved RFID Scanners, Automatic Number Plate Recognition (ANPR) Cameras, Overview Cameras, CCTV Cameras etc.
  - b) Maintenance of the 40ft site Container Offices together with all facilities therein as well as the sites and compounds.
  - c) Remote management system for standby generators to giving the following details:
    - Fuel Levels
    - Running Time
    - Temperatures
    - Oil levels
    - Service status
    - Operating power levels, voltages
  - d) Power back up through generators in the event of power outages. **The Contractor shall ensure that the availability of power to run the station is guaranteed 100% of the time. Availability of power below this requirement shall automatically attract a daily penalty of KSh.100,000.00. The minimum fuel levels for each of the Generators shall be half tank the capacity of the generator at the station failure to which penalties in this clause shall apply.**
  - e) Cabinet for Hosting HSWIM System Controls
  - f) Office Furniture
  - g) Maintain all the other site facilities and equipment.
  - h) Pit Latrine with Handwashing Facilities and Metered Water where available.
  - i) Fence including KeNHA Site Branding for visibility and signage. The branding and signage shall be reflective.
  - j) Site Guardrails & Gantry before and after Station for Station Introduction.
  - k) Maintenance of all items contained in ANNEX B, use and replenishment of all consumables, ICT Infrastructure, installed Computer Hardware and Software including licences, Public

January 2024

Address and Public Display Systems, Air Conditioners, Alarm & Biometric Systems, Phones & Printers, UPSs, Maintenance of the compound and the office facilities through grass cutting to a maximum height of 50mm, opening of drains and culverts and general tidiness of the virtual weighbridge stations. Maintenance shall be on a continuous twenty-four-hour basis.

***Failure to Maintain or Provide any of the listed activity/items shall attract a daily penalty of KSh.100,000.00 per Item after the third day of failure occurrence. It is the duty of the Management Contractor to keep spares of frequently breaking parts to avoid disruption of the virtual weighbridge operations. Equipment failures involving the Weigh In Motion (WIM), processing units, internet connectivity shall be addressed within 24 hours of such failure occurring otherwise the penalty specified in this paragraph shall apply.***

The Operation and Maintenance Period shall be 36 months, including;

Phase 1: Operations management – 35 months.

Phase 2: Finalising Operations and Handing over – 1 month.

There shall be at most 1-month Shadowing Phase for Taking over the facilities before the Contract commencement date. This is to allow a smooth Handover of operations within the facilities. **The Management Contractor shall include in his rates costs for the Shadowing Period especially for the skeleton but key staff for the continuity of the operation processes.**

(ii) Maintenance of Power Back Up Systems.

(iii) Payments of Monthly Electricity Bills to Kenya Power and Lighting Company (KPLC). In case of outage of grid power, the Management Contractor shall use Generators for continued Weighbridge Operations. Reimbursements to Contractor shall be on the amount paid to KPLC and Generator Hours. The generator running logs shall be provided for this purpose.

(iv) Supply of CLEAN Power to the Station.

(v) Payments to facilitate effective Contract Supervision by the Engineer's Representative

**The Management Contractor shall ensure timely release of payments to facilitate the delivery of services.** These shall be instructed by the Engineer's Representative to facilitate those officers attending court, salaries and allowances payable to the Engineer's staff and Law Enforcement Officers carrying out any assignments on the project. **The Contractor shall put in place mechanisms to facilitate efficient release of such funds to the officers not later than three working days after the receipt of such instructions. Salaries and monthly allowances shall be paid by the last day of the due month. Any delays arising thereof shall result in non - payments of the Contractor's extra over item for overheads and profits at the rate quoted by the Contractor for the item in the subsequent month This is notwithstanding, a daily deduction of KSh 100,000 (One Hundred Thousand Shillings) for each day the Salaries are delayed after the last day of the month.** This is intended to enhance integrity among staff as they carry out their duties and to avoid non-attendance to matters coming up in court.

***The Engineer's Representative shall forward to the Contractor the details of all his staff to be engaged by the Contractor in the project. The Contractor shall issue the staff with formal***

January 2024

***appointment letters and the Contractor shall make statutory deductions from all payments made to such staff and remit to the relevant bodies. The proof of remittance must be attached to IPCs to qualify for payment.***

- (vi) Attendance to court to give evidence for matters prosecuted in court. These shall include cases arising from the Virtual Weighbridges. The Management Contractor shall include in his rates facilitation for his Staff to attend Court for cases arising during the New Management Contract Period.
- (viii) Calibrating & Servicing of the Virtual Weighbridge Equipment at Regular and Scheduled Intervals as per the Manufacturer's Recommendations shall be **(Every Six (6) Months)**. ***This shall be done by the Weights and Measures Department. A Certificate of Calibration shall then be issued to the Client after every calibration exercise and another copy displayed at the Virtual Weighbridge Station.***
- (ix) Provision of primary and secondary Internet Link with a capacity of **50MBPS** with dedicated connectivity **per site** connecting with Control Center at KeNHA Headquarters. The redundant / secondary backup connectivity shall be from a separate internet service provider. **One link shall be via fibre optic and the other one a wireless connection for continuous flow of data in case of fibre cut.** The Primary and Secondary Internet Links shall be approved by the Engineer. This shall include provision of Security and Business Continuity for All weighbridge ICT Systems which includes Backups, ICT Security, Antivirus in line with Authority's ICT Policy requirements. **The Management Contractor shall ensure continuous data stream to KeNHA Headquarters servers and cloud storage. Internet Speed Test print outs to be attached as proof of compliance for payments to be made.**
- (x) Security for Investment for the Contract Period (the Contactor shall negotiate for Level Three Service Level Agreement (SLA) with the current system provider (CAMEA Technologies Ltd) for the entire contract period at the time of tender.
- (xi) Collect, Compile and Analyze ALL Axle Load Control traffic related Data including vehicle speed records from the installed speed cameras. The management Contractor shall Compile and Transmit Comprehensive Daily, Weekly, Monthly, Quarterly and Annual Reports.
- NOTE: The Rates entered by the Contractor in Activity I under the Breakdown of Costs SHOULD take Consideration of the Above. NO Separate Payments SHALL be made for this.***
- (xii) Provide & Maintain Insurance for the Investment for the Whole Contract Period
- (xiii) Alert the Adjacent Static Weighbridge Stations and Axle Load Enforcement Highway Unit (ALEHU) whenever an overload beyond Pre-Agreed Threshold passing a specific Virtual Weighbridge Station occurs with details of:
- (i) Time
  - (ii) Vehicle Type & Configuration
  - (iii) Vehicle Identification including Overview Photos
  - (iv) Estimated Overload
  - (v) Direction of Travel
- (xiv) Compile Periodic Summaries of Overloads beyond Agreed Thresholds for each Virtual Weighbridge Station
- (xv) Maintain a well detailed communication data with stakeholders, especially KeNHA, with records of instructions received, action taken, un-tagging requests received and honored.
- (xvi) Maintain and Operate effective and efficient communication system with the data control centre team and relay any alerts with no gap in continuous communication stream.

January 2024

- (xvii) Prepare Final Report together with Lessons Learned and Recommendations to the Employer through the Engineer at the End of Assignment
- (xviii) Maintain Client’s Equipment at the Virtual Weighbridge Stations
- (xix) Maintain the Physical Facilities including Offices & Toilet Facilities in GOOD State of Repair as Instructed by the Engineer
- (xx) Submit reports of incidences to the Engineer recommending action if any.
- (xxi) Organize regular meetings in consultation with the Engineer with stakeholders such as drivers, transporters, cargo owners and cargo generation points to disseminate information about Compliance with Axle Load Limits. The Management Contractor shall coordinate with other government agencies such as the Courts, KRA, KPA, EACC during the execution of the Contract.
- (xxii) Organize regular training of his staff. These shall include; Weighbridge Management System, Integrity Awareness Training by relevant internal and external bodies, Axle Load Laws training, Compliance with ISO standards, Customer Relations etc. The Contractor shall carry out HIV/AIDS awareness campaigns in liaison with the Ministry of Health.
- (xxiii) Facilitate continuous engagement with the Courts through organized cluster retreats, CUCs, visits to individual Courts, Periodic Stakeholders Meetings, Media Communication Sensitization and other facilitations.
- (xxiv) Facilitate for facility improvement and maintenance to be spent as directed by the Engineer in accordance with the schedules rates in this contract or as the Engineer shall so choose to source competitively from the market at the prevailing rates at the time. The Works shall be carried out in Accordance with clause 59.1, 59.2, 59.3, 59.4 & 59.5 of the FIDIC Conditions of Contract. The entered rates shall include overheads and profits. Provisional Sums (including Dayworks) in the Bills of Quantities shall be expended in whole or in part at the discretion of the Engineer.
- (xxvii) The Management Contractor shall deploy all the required staff to the Virtual Weighbridges throughout the Contract Period. The bidder is expected to provide the expected **Minimum Gross Remuneration Levels of the above staff** for assessment for the effective execution of the Contract. This shall become enforceable during the Contract implementation considering the open labour market and legal requirements in force at the time. ***The Contractor shall be required to provide evidence of compliance through payslips and statutory deductions where compliance is in doubt.*** The Contractor Shall deploy all required staff before the start of the Shadowing Period. **No separate payment will be provided to comply with this requirement.**

This shall be provided as per the table below:

No	Designation	Proposed Minimum Gross Remuneration (KSh)
1	Technical/Operations Manager	
2	Certified Installation Technicians( Electro-mechanical)	
3	Installation Technicians (Computer Science/Information Technology/Software Engineer)	

January 2024

4	Information Centre Supervisors	
5	Information Centre Back Office Staff	

*Note: Abnormally low rates as well as abnormally high rates in this regard may lead to the invocation of the Clauses 29 and 30 of the Instructions to tenderers during the evaluation process. Bidders are therefore advised to provide competitive rates for staff remunerations.*

(xxv) The Management Contractor Shall provide for **Private Security guards (from a reputable Security Firm)** required to man all installations at all virtual stations. The private security providers shall be approved by the Engineer before they can be deployed into the weighbridges. **Any Item lost or damaged within the contract period shall be reinstated by the management contractor at no costs to the Employer.**

### 3.0 ASSUMPTIONS & RISKS

#### 3.1 Assumptions Underlying the Contracting

It is expected that the Contractor will ensure that the services are properly carried out in accordance with this TOR. Traffic Regulations will have to be enforced, in so far as axle load control is concerned. *Absolute precaution shall be taken by the Contractor to ensure safety during the execution of the works at all times.*

#### 3.2 Risks

There are NO Major Risks anticipated on the carrying out of the Contract.

### 4.0 SCOPE OF THE WORK

#### 4.1 General

The scope shall be as detailed in the contract objectives.

##### 4.2.1 Maintenance of Communications and Data Recording Facilities

###### 4.2.1.1 Communications & Weighbridge Control Centre

The Contractor shall Maintain and Facilitate:

- (a) All Valuable Assets on the Premises Continuously
- (b) Vehicle Progress throughout Facility & Network
- (c) Staff Activity relating to Weighing and / or Prosecution Processes

The Virtual Weighbridge Stations shall be Manned and Monitored remotely. Contractor shall:

- (a) Monitor & Control Normal Operations of the Virtual Weighbridge Stations

January 2024

- (b) Monitor the Integrity of ALL Communication Links, and Implement Alternative Operations Procedures to ensure System uptime even when Communication Links are Down
- (c) Initiate Maintenance & Intervention Procedures
- (d) Only ALLOW Authorized Personnel to Access the Virtual Weighbridge Station

#### **4.2.1.2 Man/Machine Interfaces**

A standard Full and Operational System that removes the Human Component in Weighing, Counting and Storage of Data will be necessary for this engagement. It is recommended that ALL Weighing and Data Capture Devices are Integrated and Connected to Transmit Real-Time Information to the Control Centre.

#### **4.2.2 Specific Activities**

The task to be carried out by the Contractor will call for the services listed below, without, however, being necessarily and strictly restricted to the items identified:

##### **Operations Management**

- Regularly maintain and operate the virtual weighbridge stations.
- Alert the adjacent static weigh bridge station and axle load control system of the grossly overloaded vehicles for possible interception and or prosecution through email with full weigh data information and SMS.
- Transmission of the axle load data to the Employer electronically
- Analysis of the axle-load data collected, disaggregated into various vehicle classes and pavement damage factor computations.
- Regular Calibration of the weighing scales as per the equipment warranties and as per weights and measures regulations
- Compilation of Analyzed data and submission of a summarized daily, weekly, monthly and annual report to the Engineer.
- Production of periodic monthly, quarterly and annual reports on the operation of the virtual weighbridges
- Advising the Employer on problems arising during the carrying out of the contract

## **5.0 DETAILED DESCRIPTION OF THE SERVICES**

### **5.1 Operations Management**

The virtual weighing stations will be operated for 24 hours per day to ensure the system works optimally and maintenance of security.

#### **5.2.1 Personnel Access Control System**

Access to system's facilities will be remotely controlled by the Contractor. Personnel will be issued with access cards. No more than One (1) Staff should be manning the virtual station at any given time. The staff could be put on an eight-hour shift, with their role being to ensure the seamless operation of the automatic weigh station.



### 5.2.2 Advising the Employer on Problems Arising During the Carrying Out of the Contract

The Contractor shall compile Monthly Management Reports to inform all parties concerned in a transparent and concise way about the progress of the operations and management services, including possible difficulties encountered. On completion of every 3 months, the Contractor shall prepare Quarterly Management Reports. At the end of every calendar year, an annual report will be prepared.

### 5.2.3 Advice on Problems Arising During the Execution of the Management Contract

In the event problems arise during the execution of the management, the Contractor will address these problems and suggest solutions. These problems should be subject to a special report to the Engineer.

## 6.0 PROJECT MANAGEMENT, CONTRACTUAL FRAMEWORK AND RESPONSIBILITIES

6.1 The Employer for the Management contract will be the Director General, Kenya National Highways Authority (KeNHA). The Employer's officials will be the Director, Maintenance as the Engineer and the Deputy Director, Axle Load Control as the Engineer's Representative.

6.2 The Deputy Director, Axle Load Control will be the Representative of the Director, Maintenance for all the weighbridge functions during the contract.

6.3 Responsibilities that the Engineer will retain with respect to the works contract will include all legal and financial issues arising from claims and disputes by third parties relating to land tenure, national planning, damage caused to commercial interests and issues of similar nature. The Engineer will also retain the responsibilities for the project budget and the management of the financial allocations to the contracts, conclusion of these contracts, issuing of commencement orders, variation orders and responsibilities for dispute resolution in consultation with the Kenya Chapter of the Chartered Institute of Arbitrators of Kenya.

6.4 The Engineer's Representative will facilitate decision making in matters pertaining to the Management Contract that are either not covered by the delegation of powers to the Contractor or that need a decision by the Engineer once the Contractor has fulfilled all his obligations under these Terms of Reference.

6.5 The Engineer's Representative will be the Contractor's day-to-day contact person in the Authority. The Contractor will keep the Engineers Representative informed in a detailed way of all developments on site. The Engineer's Representative will visit the site regularly and will chair all site meetings.

## 7.0 LOGISTICS AND TIMING

### 7.1 Project Location

The services will be provided at specified locations along designated national trunk network to ensure monitoring of axle load limits and transmission of data to a centralized weighbridge management system for record and enforcement.

No	Weighbridge Location	Location/ County	Road Name
1.	Kajiado	Kajiado	Athi River – Namanga (A2)

January 2024

2.	Malili	Makueni	Mombasa- Nairobi (A8)
3.	Emali (Oloitoktok)	Kajiado	Emali- Oloitoktok (A5)
4.	Kibwezi	Makueni	Kibwezi- Kitui (A9)
5.	Mwatate	Taita Taveta	Voi- Taveta (A6)
6.	Kaloleni	Kilifi	Along Mariakani – Mavueni B91
7.	Sabaki	Kilifi	Malindi- Garsen (A7)
8.	Madogo (Garissa)	Tana River	Madogo- Garissa- Nuno & Madogo – Hola (A3)
9.	Yatta	Machakos	Along Thika - Garissa A3
10.	Sagana (Nyeri Bound)	Kirinyaga	Kenol-Sagana- Marua Highway (A2)
11.	Sagana (Kenol Bound)	Kirinyaga	Kenol-Sagana- Marua Highway(A2)
12.	Meru	Meru	Meru - Chiakariga (B65) Road
13.	Laisamis	Marsabit	Along Nanyuki – Marsabit A2
14.	Kamulu	Machakos	Along Outering road – Kangundo B63
<b>GRAND TOTAL</b>		14	

Records must be available to the Employer as part of the daily, weekly, monthly, quarterly and annual reports.

## 7.2 Project Period

**The Contract period shall be 36 months, including; -**

Phase 1: Taking over the facilities.

Phase 2: Operations management – 35 months.

Phase 3: Finalising Operations and Handing over – 1 month.

## 8.0 REQUIREMENTS

The contractor shall be deemed to have inspected the site and availed himself all pertinent information before submitting a proposal and the full and comprehensive cost for management, maintenance and operation of the virtual weighbridge for a period of thirty six (36) months shall be deemed included in the contractor's price proposal.

## 8.1 STAFF REQUIRED

For Guidance Purposes ONLY, the Estimated MINIMUM Number of **Key Staff** required for the Management, Operation and Maintenance of the Virtual Weighbridge Stations will be:

### KEY PERSONEL REQUIRED AS IN TABLE FOR PROPOSED REQUIREMENTS

#### 1. Key Staff:

#### Head Office Management

For effective Virtual Weighbridge Stations administration, the contractor will have to maintain and staff a head office team comprising but not limited to the following;

January 2024

- i) Technical/Operations Manager
- ii) Certified Installation Technicians (Electromechanical)
- iii) Certified Installation Technicians (Computer/ Information Technology/Software Engineers)
- iv) Information Centre Supervisor
- v) Information Centre Back Office Staff

### Schedule of Key Personnel

1	Technical/Operations Manager	1
2	Certified Installation Technicians (Electromechanical)	2
3	Certified Installation Technicians (Computer/ Information Technology/Software Engineers)	2
4	Information Centre Supervisors	3
5	Information Centre Back Office Staff	7
	<b>Total</b>	<b>15</b>

The Information Centre Supervisors and Information Centre Back Office Staff shall be engaged in a shift not exceeding 12 hours and in adherence to labours laws.

The Qualifications of Each Key Staff SHALL be as Outlined Below:

### KEY STAFF 1: TECHNICAL MANAGER/OPERATIONS MANAGER (CONTRACTOR'S AUTHORISED REPRESENTATIVE)

#### Key Qualifications

- The Staff proposed as Technical Manager must possess a Bachelor's Degree in any of the following fields; Electrical and Electronics Engineering, Mechatronic Engineer, Electrical Engineering, Systems Engineering, Computer Engineering, Electrical & Communications Engineering, Bachelor of Technology (Electronics & Systems), Bachelor of Technology (Instrumentation & Control), Information Technology, Computer Science, or Computer Engineering from a recognized University.
- A minimum of Twelve (12) years in relevant work and at least (5) years in a management role in comparable position in the Public Service or in the Private Sector.
- The candidate should be of high integrity (provide a current certificate of good conduct).
- He must be well versed with the Laws of Kenya, especially, the Penal Code, the Civil Procedure Code, Company Law, Public Roads Act and the Traffic Act (CAP 403) of the Laws of Kenya and related amendments.

January 2024

- Proficiency in computer applications.
- Fulfilled the requirements of Chapter Six of the Constitution.
- Certificate in Management Course lasting not less than four (4) weeks from a recognized institution.
- Valid Annual Practicing License from recognized professional body.
- A minimum of at least five (5) years hands-on experience in Network Administration or Systems Integration in a busy database management environment.
- Has Certificate of Competence from Weights and Measures Department to carry out repairs to Type 3 electronic weighing equipment.

### **Detailed Tasks Assigned**

- He/she shall be the Contractor's Representative in implementation of the Contract. He/she shall be the only signatory to payment of certificates/Monthly statements from the Contractor.
- He/she shall ensure that the Management, Operation and Maintenance all the virtual weighbridge station facilities are carried out in line with the Terms of Reference (TOR) and the general conditions of the contract.
- He/she shall oversee the day-to-day operations of all the virtual weighbridge stations.
- Supervise all Contractor's Staff assigned to the Virtual Weigh Stations.
- Identify risks affecting virtual weighbridges, carry out the risks assessments, classifications and mitigation planning in liaison with the Resident Engineer.
- Continuously engage with the Courts through organized cluster retreats, CUCs, visits to individual Courts, Periodic Stakeholders Meetings, Media Communication Sensitization, drivers, transporters and other stakeholders on compliance with axle load limits.
- Coordinate with other government agencies such as the Courts, KRA, KPA, EACC, NPS during the execution of the Contract.
- Compile and Transmit Comprehensive Daily, Weekly, Monthly, Quarterly and Annual Reports to the Resident Engineer.
- Enforce axle load limits in close liaison with the Static Weighbridge Stations, Mobile teams and the Axle Load Enforcement Highway Unit (ALEHU).
- Submit reports of incidences to the Engineer recommending action if any.
  
- Maintaining and operating virtual weighbridge equipment and infrastructure for Business continuity.
- Ensuring adherence to established ICT standards.
- Equipment Risk management.
- Compiling overall systems documentation.
- Supervising installation certifications, repairs and maintenance of Virtual Weighbridge equipment and associated peripherals.
- Recommending Hardware/Software specifications for the virtual weighbridge stations
- Maintaining web-based systems and database servers.
- Maintaining Systems security and Databases.
- Enforcing implementation of ICT policies and procedures at the virtual weighbridge stations.
- Research and recommend innovative, and where possible automated approaches for system administration tasks. Identify approaches that leverage our resources and provide economies of scale.

January 2024

- Perform daily backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary.

*The Contractor shall not remove from his employment the Technical Manager/Operations Manager without the prior approval of the Engineer to encourage and enhance integrity and diligence in the work of the Technical Manager/Operations Manager. Where the Contractor removes from his employment of such person(s) without the concurrence of the Engineer, then such person(s) would continue to serve in the interest of the Contract and his/her remuneration shall be drawn from monies due to the Contractor without any claim for reimbursement by the Contractor.*

#### **KEY STAFF 2: CERTIFIED TECHNICIANS (ELECTRO-MECHANICAL)**

- The Staff proposed as a Certified Technician (Electro-mechanical) must possess a minimum qualification of a Diploma in any of the following fields; Electrical and Electronics Engineering, Mechatronic Engineer, Electrical Engineering, Systems Engineering, Electrical & Communications Engineering, Bachelor of Technology (Electronics & Systems), Bachelor of Technology (Instrumentation & Control), Information Technology, Computer Science, or Computer Engineering from a recognized institution.
- A minimum of at least three (3) years hands-on experience as a Technician preferably in activities related to weights and measurements.
- Has Certificate of Competence from Weights and Measures Department to carry out repairs to Type 3 electronic weighing equipment.
- The candidate should be of high integrity (provide a current certificate of good conduct).
- Proficiency in computer applications.
- Fulfilled the requirements of Chapter Six of the Constitution.
- Valid Annual Practicing License from recognized professional body.

#### **Detailed Tasks Assigned**

- Maintenance of virtual weighbridge equipment and infrastructure for Business continuity.
- Remote trouble shooting of both hardware and software problems.
- Installation, upgrade and monitoring of weighing systems.
- Assist in calibration of the virtual weighbridge stations.
- Networking of electromechanical systems hardware, software and servers.

#### **KEY STAFF 3: CERTIFIED TECHNICIANS (COMPUTER SCIENCE/INFORMATION TECHNOLOGY (IT))**

- The Staff proposed as a Certified Technician (Computer Science/Information Technology (IT)) must possess a minimum qualification of a Diploma in any of the following fields; Information Technology, Computer Science, or Computer Engineering from a recognized institution.
- A minimum of at least three (3) years hands-on experience as a Technician preferably in activities related to weights and measurements.
- The candidate should be of high integrity (provide a current certificate of good conduct).
- Proficiency in computer applications.
- Fulfilled the requirements of Chapter Six of the Constitution.
- Valid Annual Practicing License from recognized professional body.

### Detailed Tasks Assigned

- Maintenance of virtual weighbridge equipment and infrastructure for Business continuity.
- Remote trouble shooting of both hardware and software problems.
- Installation Computer software, upgrade and monitoring of computer controlled weighing systems.
- They may also be involved in calibration and networking of electromechanical systems hardware and software and mid-range server hardware.
- Assist in calibration of the virtual weighbridge stations.
- Networking of electromechanical systems hardware, software and servers.

### KEY STAFF 4: INFORMATION CENTRE SUPERVISOR

The Contractor shall establish an information centre for receipt of information from the Axle Load Control Data Centre for dissemination to the field Operations and Maintenance teams for information, action or any other intervention as necessary. The information centre shall be equipped with at least two computers capable of processing the information from the Data Centre. The information centre shall be manned for 24 hours with dedicated internet and staff. The Engineer shall inspect and approve the information centre facility and equipment before the commencement of the assignment. The information centre to be located within the Contractor's premises shall form part of the site for the works. The Cost of establishment of the information centre shall be included in the Contractor's rates and no other payment in the contract shall be made in this respect.

The Staff proposed as Data Centre Supervisor must possess a Bachelor of Science Degree in Computer Science or any relevant field. In addition, he/she should possess at least a Certified Network Associate qualification (or equivalent) with five (5) years hand-on experience in Network Administration or Systems Integration in a busy database management environment. He/she should have proven knowledge on enterprise databases and computer applications and have excellent communication skills. He/she should have a basic understanding of Kenyan legal and court systems, a minimum of three (3) years previous hands-on experience (such as paralegal staff) in a busy law establishment in Kenya. He should be fluent in both English and Kiswahili.

The Data Center Supervisors shall;

1. Monitor Real time Data relays and alert the Technical Manager/Operations Manager of any system incapacitation or non-relay of data from any station.
2. Coordination of Retrieval of any information/data from the Control Centre as and when required.
3. Coordinate Monitoring of real time data stream from the Virtual Sites and give any necessary alerts.
4. Supervise the Back-Office Staff at the Information Centre
5. Liaise with the Technical/Operations Manager on Daily, Weekly and Monthly Reports
6. Coordinate reception of authorized visiting delegations to the Information Centre
7. Liaise with the Project Engineer on all matters relating to data capture, archiving and relays to Data Centre.

### KEY STAFF 5: INFORMATION CENTRE BACK OFFICE STAFF

The Staff proposed, as Information Centre Back Office Staff must possess Kenya Certificate of Secondary Education (KCSE) with a mean grade C and a minimum grade of C- in Mathematics, English

January 2024

and Kiswahili. Each staff should have a diploma in ICT or any relevant field or be in possession of the International Computer Driver's Licence (ICDL) certification and must have three years (3) hands-on experience as computer terminal operator in a busy data processing environment. In addition, experience in a busy similar data stream environment may also be considered. He/she should be a person of high integrity.

## DUTIES OF OTHER CONTRACT PERSONNEL

Post	Duties
Information Centre Supervisor	<ol style="list-style-type: none"> <li>1. Monitor Data relays from Control Data Centre and alert the technical Manager of any system incapacitation or non-relay of data from any station</li> <li>2. Coordination of Retrieval of any information/data from the Control Centre as and when required</li> <li>3. Coordinate Monitoring of real time data stream from the Virtual Sites and give any necessary alerts.</li> <li>4. Supervise the Back-Office Staff at the Information Centre</li> <li>5. Liaise with the Technical/Operations Manager on Daily, Weekly and Monthly Reports</li> <li>6. Coordinate reception of authorised visiting delegations to the Information Centre</li> <li>7. Liaise with the Project Engineer on all matters relating to data capture, archiving and relays to Data Centre.</li> </ol>
Information Centre Back Office Staff	<ol style="list-style-type: none"> <li>1. Coordinate and receive information from the Data Centre Display Screens and report any needy instances</li> <li>2. Ensure the system is operational at all times</li> <li>4. Management of the Help Desk at the Information Centre</li> </ol>
Certified Installation Technicians Software Engineers	Ensure that all equipment at the weighbridge are in working order at all times

### TEMPORARY STAFF: FOREMAN

The Staff proposed as Foreman must possess a Diploma in Civil Engineering from a recognized institution. The person must be registered with KETRB/IET. He/she must have a minimum Experience of 5yrs in construction works. The person shall be engaged temporarily during construction of the concrete slabs.

## 8.2 WORK SCHEDULE

The contractor shall propose a schedule of activities and corresponding deployment of manpower, which will ensure that all duties entrusted to him, will be adequately performed. This schedule, together with a comprehensive statement justifying the proposed deployment will be incorporated in the methodology statement.

January 2024

### 8.3 PROVISION OF TRANSPORT

#### 8.3.1 Engineer's Supervision Vehicle

The Contractor shall Provide including Fuel, Driver and Maintenance of 1 No. Brand New 4 Wheel Drive (4WD) Double Cab Pick Up Vehicle of 2500cc – 3000cc Engine Capacity as approved by and for Exclusive Use of the Engineer. Such vehicle shall be provided with a fully loaded fuel card and maintenance including driver throughout the contract period. Payment will be as per the bills of quantities and will revert to the contractor at the end of contract.

### 8.4 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

Besides Personnel Inputs, the contractor shall provide equipment, and all other inputs required to render the services. The contractor shall pay for provision and maintenance of all services and utilities.

### 8.5 FACILITIES TO BE PROVIDED BY THE EMPLOYER

Under the Terms and Conditions of the Management Contract, the Contractor shall be Responsible for Virtual Station Equipment, Furniture, Computers, UPS and any Other Infrastructure on Site.

- Additional Hardware and Software Provided by the Contractor SHALL be Paid for as Reimbursable Sums Under the Contract

The Contractor shall ensure that any items designated to revert to the Employer after completion of the Contract is officially handed over in good condition.

### 8.6 REPORTS

The Contractor SHALL prepare:

1. **Daily & Weekly Reports.**
2. **Monthly Management Reports** during the Period of Execution of the Works Contract and **Submitted Within Seven (7) Days After the End of the Reporting Month**
3. **Quarterly Summary Reports** every Successive Period of Three (3) Months and **Submitted within Seven (7) Days After the End of the Reporting Period**
4. **Annual Summary Reports** at the End of Every Calendar Year and **Submitted TWELVE (12) Days After the Lapse of the Year**
5. **Final Project Completion Report** to be **Submitted within Thirty (30) Days After the Expiry of the Contract.**

**To: Director General,  
Kenya National Highways Authority, (KeNHA)  
P. O. Box 49712 – 00100,  
NAIROBI, KENYA.**

The reports shall be written in English and shall be submitted in the number of copies tabulated below.

The Final Project Completion Report shall comprehensively evaluate the project with regard to the Management contract, include a summary of the principle difficulties encountered during management



January 2024

and the means employed to overcome them, changes made in the original operations manual and schedule. The report may make any overall observations or recommendations that the Contractor wishes to draw to the attention of the Engineer and the Employer as regards the management contract.

The reports shall be submitted as follows:

**(a) Daily & Weekly Reports**

These will be submitted electronically to the Engineer’s Representative both in form of short message service (SMS) and email.

**(b) Report to be Submitted When Taking Over the Facility Phase**

One hard and one soft Copies to be Provided

**(c) Report to be Submitted during Operations Management Period and at Completion Including a Soft Copy**

<b>Report</b>	<b>No. of copies</b>
<i>Inception Report</i>	<i>One (1) Hard Copy and One (1) Soft Copy</i>
<i>Monthly Management Reports</i>	<i>One (1) Hard Copy and One (1) Soft Copy</i>
<i>Quarterly Progress Summary Reports</i>	<i>One (1) Hard Copy and One (1) Soft Copy</i>
<i>Annual Reports</i>	<i>One (1) Hard Copy and One (1) Soft Copy</i>
<i>Final Project Completion Report</i>	<i>One (1) Hard Copy and One (1) Soft Copy</i>

**(d) Documentation and Reports on Facilities Provided by the Contractor**

Comprehensive documentation and Reports on Facilities provided by the Contractor shall be provided, including the following:

- (i) Passwords & Security Keys
- (ii) Equipment Manuals (on site)
- (iii) Records of Tests Conducted
- (iv) Electrical / Software Maintenance Manuals
- (v) Operator’s Manuals

**9.0 MONITORING AND EVALUATION**

**9.1 Definition of Indicator**

In his / her Technical Proposal (Organization and Methodology), the Contractor shall propose relevant Key Performance Indicators for Monitoring Project Progress, Status, Results, Activities and Assumptions and show how these will be Monitored.

Key Indicators shall include:

January 2024

1. **Traffic Data** – Aggregated into Daily Class & Count
2. **Weighing Data** – To ensure that Weighing is Carried Out Correctly, Data Captured and Stored in a Computerized Cloud Storage System for Integration into Static & Mobile Weighbridge Station Systems for Enforcement Purposes
3. **Analyzed Data** – Quantifying & Analyzing Data on Detected Vehicle Transgressions (e.g. Number Plates NOT Displayed, Covered / Tampered With)

The Discoverer system in use for the virtual weighbridge operations is developed by the equipment manufacturer (CAMEA Technologies). The contractor will pay for the support of the system and be reimbursed as per the bill of quantities.

The Contractor will regularly appraise this information in his Management reports and in quarterly Site Meetings and discuss them with the Employer and the Engineer.

## 9.2 Reviews and Evaluations

Project reviews and evaluation applying monitoring indicators will be presented in the regular management reports and the Final Project Completion Report will contain an overall assessment.

### **ATTACHMENT A REQUIRED INFORMATION TO BE INCLUDED IN MONTHLY PROGRESS REPORT**

#### **1. AXLE LOAD CONTROL USING VIRTUAL WEIGHBRIDGE STATIONS AND HIGH SPEED WEIGH IN MOTION SYSTEMS.**

Table 1: Monthly Statistics Contents:

1. Number of vehicles per category of axle configuration of vehicle (i.e. 2A, 3A, 4A, 5A, 6A, 6B, 6C, etc)
2. Weighed
3. Overloaded
4. Percentage overloaded, gross vehicle and axle
5. Average overload (kg), gross vehicle and axle
6. Number tagged, for violations
7. Percentage tagged
8. Total traffic, by direction and lane for dual carriageway and direction for single carriageway locations
9. Any other data automatically collected
10. Total of all weighed and aggregated statistics
11. Total Number of vehicles passing the installation
12. Computed aggregated standard axles passing (A standard Axle is the axle carrying 8.0 tonnes).

Table 2: Daily and Hourly Statistics

Contents: Number of vehicles weighed per hour per day  
Number of vehicles passing the facility per hour per day

January 2024

Table 3: Top offenders by vehicle registration, number of times and severity as recorded month detailing;

Contents: Registration Number of vehicles  
Number of vehicles times weighed  
Number of times overloaded  
Percentage overloaded

Table 4: Top offenders by both axle and gross vehicle weight overload per month detailing;  
Registration number of vehicles  
Date and time of overload detection  
Quantity of overload  
Evidence of transmission to static weighbridge for tagging.

**Figure 1: Monthly Statistics**

Contents: Graph showing the following information per month for the last 12 months:  
Vehicle counted and type  
Vehicles weighed  
Vehicles overloaded  
Vehicles tagged for action

**Figure 2: Daily Statistics**

Contents: Graph showing the following information per day for the report month:  
Vehicle counted and type  
Vehicles weighed  
Vehicles overloaded  
Vehicles tagged for action

There should be a narrative on the following;  
Activities in the month say repairs/ visitors/incidents  
Fines due and collected  
Staff matters; changes, discipline cases etc)  
Changes executed in operations.

**Figure 3: Percentage overload**

Contents: Graph showing percentage vehicles overloaded per month for the last 12 months (one graph per direction on the Road)

**Figure 4: Average monthly percentage overload: type of axle**

Contents: Graph showing average percentage overload per month for the last 12 months for:  
Single axles  
Tandem axle units  
Tridem axle units

January 2024

**Figure 5: Average monthly percentage overload: number of axles**

Contents: Graph showing average percentage overload per month for the last 12 months for:

2 axle vehicles

3 axle vehicles

4 axle vehicles

5 axle vehicles

6 axle vehicles

7 Axle vehicles

Vehicles with more than 7 axles

**Figure 6: Monthly average of 20, 50 and 100 maximum overloads**

Contents: Graph showing the average overload in kg for the 20<sup>th</sup>, 50<sup>th</sup>, and 100 percentile overloads

January 2024

## **SPECIFICATIONS OF THE WORKS**

### **PROGRAMME OF EXECUTION OF THE WORK'S**

The Contractor shall provide the works programme, required under Clause 14 of the Conditions of Contract, within 14 days of receipt of the Engineer's Order to Commence work.

The Contractor shall carry out the contract in accordance with the programme agreed with the Engineer.

### **PROTECTION OF EXISTING WORKS AND SERVICES**

The Contractor shall acquaint himself with the position of all existing services such as sewers, water drains, cables for electricity and telephone, lighting and telephone poles, water mains, etc., before commencing any excavation or other work likely to affect the existing services.

The Contractor shall be held responsible for injury to existing structures, works or services and shall indemnify and keep indemnified the Employer against any claims in this respect (including consequential damages).

### **STORAGE OF MATERIALS**

All materials shall be stored on Site in a manner approved by the Engineer and the Contractor shall carefully protect from the weather all work and materials which may be affected thereby.

### **TEST CERTIFICATES**

When instructed by the Engineer the Contractor shall submit certificates of test from the suppliers of materials and goods required in connection with the works as the Engineer may require.

Such certificates shall certify that the materials or goods concerned have been tested in accordance with the requirements of the specifications and shall give the results of all the tests carried out. The Contractor shall provide adequate means of identifying the materials and goods delivered to the site with the corresponding certificates.

### **PAYMENT OF OVERTIME FOR ENGINEER'S JUNIOR STAFF**

If the Contractor wishes to execute permanent work outside the Engineer's normal working hours, as stated in Clause 108 of this Specification, then the payment for the overtime for Engineer's support staff shall be paid by the Contractor, at the latest Ministry of Labour rate.

### **ENVIRONMENTAL PROTECTION**

The Contractor shall comply with the Statutory Regulations in force in Kenya regarding environmental protection and waste disposal, and shall liaise with the National Environmental Management Agency (NEMA).

### **MATERIALS AND TESTING OF MATERIALS**

#### **Soils and Gravel**

All materials testing shall be in accordance with section 2 of the Standard Specification.

**Subgrade:** Shall mean upper 300mm of earthworks either in-situ or in fill and subgrade shall be provided for as part of earthworks operation and payment shall be made as “fill”. The material for subgrade shall have a CBR of not less than 30% measured after a 4-day soak in a laboratory mix compacted to a dry density of 100% MDD (AASHTO T99) and a swell of less than 1%.

### **Compaction of Earthworks**

At pipe culverts, all fill above ground level around the culverts shall be compacted to density of 100% MDD (AASHTO T.99) up to the level of the top of the pipes or top of the surround(s), if any and for a width equal to the internal diameter of the pipe on either side of the pipe(s) or surround(s) as applicable.

At locations adjacent to structures, all fill above ground level up to the underside of the subgrade shall be compacted to density of 105% MDD (AASHTO T.99). In case of fill around box culverts this should be carried out for the full width of the fill and for a length bounded by the vertical plane passing through the ends of the wing-walls.

Notwithstanding the provision of clause 503 of the standard Specification, Compaction of subgrade material (i.e. material immediately below formation) in cut areas shall not be carried out by the contractor in areas where the formation is formed in hard material, unless the Engineer issues specific instructions to the contrary are issued.

Where improved sub-grade material shall be required, this shall be compacted and finished to the same standards and tolerances as those required for normal subgrade and clauses in the specifications applying to normal subgrade shall also apply.

## **EXCAVATION AND FILLING FOR STRUCTURES**

### **EXCAVATION OF FOUNDATIONS FOR STRUCTURES**

Unless otherwise instructed by the Engineer, all excavated surfaces in material other than hard material, on which foundations for structures shall be placed, shall be compacted to 100% MDD (AASHTO T.99) immediately before structures are constructed.

Thus in Standard Specification, Paragraph 4, last line: - Replace "95%" with "100%".

### **PASSAGE OF TRAFFIC THROUGH THE WORKS**

The Contractor shall arrange for passage of traffic through the works during construction whenever it is not practicable to make deviations.

Any damage caused by passing traffic through the works shall be made good at the contractor's own cost.

### **SIGNS, BARRIERS AND LIGHTS**

Contractor shall provide signs, barriers and lights as shown in the drawing in Book of Drawings at the locations where the traffic is being carried off the existing road to the deviation and back again to existing road.

Contrary to what has been specified in this clause the road signs provided shall be fully reflectorized and in conformity with clause 9.1 of the "Manual for Traffic Signs in Kenya Part II".

January 2024

## **CONCRETE WORKS**

### **CONCRETE CLASS 50/20**

Explant Concrete class 50/20 shall be used as directed by the Engineer. The requirements of Concrete class 50/20 are provided as follows unless otherwise the Engineer will designate any alteration.

Design compressive strength (28 days) : 50N/mm<sup>2</sup>

Maximum size of coarse aggregates : 20mm

Maximum water/cement ratio of 45% with slump of 60mm

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate approved artificial lighting system is operated, such night work is subject to approval by the Engineer.

In preparation of the placing of concrete, the interior space of forms shall be cleaned and approved by the engineer prior to placing concrete. All temporary members except tie bars to support forms shall be removed entirely from the forms and not buried in the concrete. The use of open and vertical chute shall not be permitted unless otherwise directed by the engineer.

The Contractor shall provide a sufficient number of vibrators to properly compact each batch immediately after it is placed in the forms.

### **ROAD FURNITURE PERMANENT ROAD SIGNS**

Permanent Road Signs shall be provided as directed by the Engineer and in compliance with the requirements of the "Manual for Traffic Signs in Kenya" Part II and standard Specification clause 2004.

### **RAISED PAVEMENT MARKERS – ROAD STUDS**

Road studs are moulded of acrylonitrile butadiene styrene (ABS) conforming to ASTM Specification D1788 – 68, class 5-2-2 shell filled with inert, thermosetting compound and filler. The lens portion of the marker of the marker is of optical methyl methacrylic.

The road studs shall be constructed of high impact ABS containing a multi-biconvex glass lens reflector system. It shall be of monolithic construction, and not less than 98.5. m<sup>2</sup>. The height of the marker shall not exceed 17mm and the underside shall contain a non-honeycomb base (flat).

The markers shall conform to the following requirements.

#### **Colour**

Shall be white, yellow or red as specified and the Retro – reflectance values should conform to the testing procedures of ASTM E 809.

#### **Impact Resistance**

The market shall not crack or break when tested using a 1000-gram weight from a height of 1 metre. (ASTM D 2444) or BS 3900 Part E3

#### **Resistance to Water Penetration**

Shall not have water penetration behind the lens after submerged in a water bath at 70 + 50 °F for 10 minutes. And it should still meet the reflectance Requirement. BS 998

January 2024

**Heat Resistance**

Shall comply with the initial brightness as per BS 873 Part IV of 1978

**Night Visibility**

The marker shall be bright as per BS 873 Part IV of 1978

**Compression Resistance**

There shall be no cracking sound at a pressure lower than 25 tones as per BS 873 Part IV of 1978.

**Corrosion Resistance**

After immersing a sample of Road stud in a solution containing 30g/l of sodium chloride for 30 days, there shall not be any signs of corrosion - (BS998).

**NOTE:** These markers are intended for application directly to pavement surfaces and are compatible with raised pavement markers. These adhesives should be of high quality and tested for conformance to customer requirements.

**Number of studs needed for laboratory tests.**

In order to approve a particular type of road stud, 4 sample road studs of each colour shall be submitted.

**BOLLARDS**

Where directed by the Engineer, the Contractor shall provide, and install 900mm diameter ring culvert bollards. The Bollards shall be concreted 300mm into the ground and 900mm above the ground, they shall be painted and marked with two strips of retro reflective yellow tape around the post. Concrete shall be class 15/20.

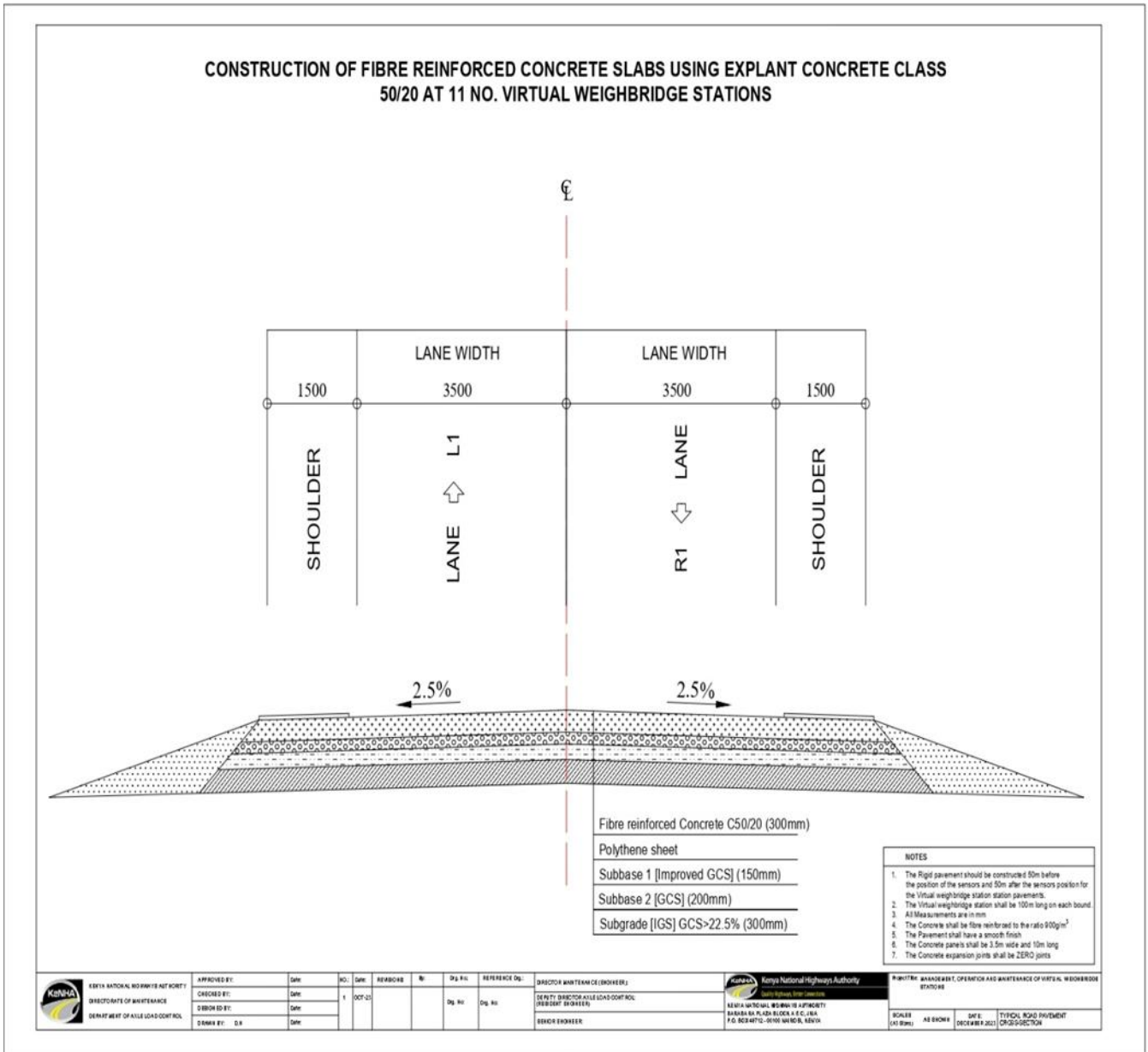
**SECTION VIII DRAWINGS**

**Note:** A list of drawings should be inserted here including line diagrams where applicable.

The actual drawings including Site plans should be annexed in a separate booklet.



January 2024



January 2024

## **TERMS OF PAYMENT CIVIL WORKS AND LOCAL WORKS**

Payable on executed quantities measurement basis

January 2024

---

## **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

---

January 2024

## **SECTION VIII CONDITIONS OF CONTRACT PART I: GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract Part 1 – General Conditions shall be those forming Part 1 of the Conditions of Contract for works of Civil engineering construction Fourth Edition 1987, reprinted in 1992 with further amendments, prepared by the Federation Internationale des Ingenieurs Conseils (FIDIC)

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

**Switzerland**

Fax: 41 21 653 5432

Telephone: 41 21 653 5003

January 2024

## GENERAL CONDITIONS OF CONTRACT (FIDIC CONDITIONS)

### 1. GENERAL PROVISIONS

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in the Republic of Kenya as they may be issued and in force from time to time;
  - (b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached together with all the documents listed in Clause 1 of such signed Contract;
  - (c) “Contract Price” means the price to be paid for the performance of the Services in accordance with Clause 6 here below;
  - (d) “Foreign Currency” means any currency other than the Kenya Shilling;
  - (e) “GC” means these General Conditions of Contract;
  - (f) “Government” means the Government of the Republic of Kenya;
  - (g) “Local Currency” means the Kenya Shilling;
  - (h) “Member”, in case the Contractor consists of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Contractor’s rights and obligations towards the Client under this Contract;
  - (i) “Party” means the Client or the Contractor, as the case may be, and “Parties” means both of them;
  - (j) “Personnel” means persons hired by the Contractor or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
  - (k) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented;
  - (l) “Services” means the work to be performed by the Contractor pursuant to this Contract, as described in Appendix B; and
  - (m) “Subcontractor” means any entity to which the Contractor subcontracts any part of the Services and Works in accordance with the provisions of Clauses 3 and 4.
- 1.2 Law Governing** This Contract, its meaning and interpretation and the the Laws of Kenya shall govern the Contract relationship between the Parties.
- 1.3 Language** This Contract has been executed in English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.
- 1.5 Location** the Services shall be performed at such locations as are specified in Appendix B and, where the location of a particular task is not so specified, at such locations, whether in the Republic of Kenya or elsewhere, as the Client may approve.

January 2024

**1.6 Authorized Representative's** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by the Client or the Contractor may be taken or executed by the officials specified in the SC.

**1.7 Taxes and Duties** The Contractor, Subcontractor [s] and their personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract** This Contract shall come into effect within 14 days after signature or such other later date as may be stated in the SC.

**2.2 Commencement of Services** the Contractor shall begin carrying out the Services twenty eight (28) days after the date the Contract becomes effective or at such other date as may be specified in the SC.

**2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of specified in the SC.

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

### **2.5 Force Majeure**

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

**2.5.2 No Breach of Contract** The failure of a Party to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

**2.5.4 Payments** During the period of his inability to perform the Services as a result of an event of Force Majeure, the Contractor shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### **2.6 Termination**

January 2024

**2.6.1 By the Client**

The Client may terminate this Contract by not less than twenty-eight (28) days' written notice of termination to the Contractor, to be given after the occurrence of any of the events specified in this Clause;

- (a) If the Contractor does not remedy a failure in the performance of his obligations under the Contract within twenty-eight (28) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) If the Contractor becomes insolvent or bankrupt;
- (c) If, as a result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) If the Contractor, in the judgement of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause;

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of Contract to the detriment of the Client and includes collusive practice among Bidders (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.

- (e) If the Client in his sole discretion decides to terminate this Contract.
- (f) If the Contractor is unable to service his financial obligations under the contract including payments of salaries to his own employees and other officers that the Employer has seconded to the weighbridge for purposes of the execution of the contract for a period of at least two consecutive months. Then the Employer would deem this to be a breach of contract by the contractor and shall constitute a ground for termination of Contract.

**2.6.2 By the Contractor**

The Contractor may terminate this Contract by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the following events;

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

**2.6.3 Payment Upon Termination**

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Contractor:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed

January 2024

prior to the effective date of termination;

- (b) Except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.6.1, reimbursement of any reasonable cost's incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### 3. OBLIGATIONS OF THE CONTRACTOR

**3.1 General** The Contractor shall perform the Services and carry out his obligations with all due diligence, efficiency and economy in accordance with accepted professional techniques and practices and shall observe sound management practices and employ appropriate advanced technology and safe methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client and shall at all times support and safeguard the Client's legitimate interests in any dealing with Sub bidders or third parties.

#### 3.1.1 Payments to facilitate effective Contract Supervision by the Engineer's Representative

The Contractor shall ensure timely release of payments to facilitate the delivery of services. These shall be instructed by the Engineer's Representative to facilitate those officers attending court, salaries and allowances payable to the Engineer's staff. The Contractor shall put in place mechanisms to facilitate efficient release of such funds to the officers not later than three working days after the receipt of such instructions. Any delays arising thereof shall result in non - payments of the Contractor's extra over item for overheads and profits at the rate quoted by the Contractor for the item in the subsequent month *as well as a daily penalty of KSh 100,000 for delays in remittance of salaries to staff after the last day of the month.* This is intended to enhance integrity among staff as they carry out their duties and to avoid non attendance to matters coming up in court.

#### 3.2 Conflict of Interests

- 3.2.1 Contractor Not to Benefit from Commissions, Discounts Etc.**
- (i) The remuneration of the Contractor pursuant to Clause 6 shall constitute the Contractor's sole remuneration in connection with this Contract or the Services and the Contractor shall not accept for his own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of his obligations under the Contract and the Contractor shall use his best efforts to ensure that his personnel, any subcontractor[s] and agents of either of them similarly shall not receive any such additional remuneration.
- (ii) For a period of two years after the expiration of this Contract, the Contractor shall not engage and shall cause his personnel as well as his subcontractor [s] and his/their personnel not to engage in the activity of a purchaser (directly or indirectly) of the assets on which he advised the Client on this Contract nor shall he engage in the activity of an adviser (directly or indirectly) of potential purchasers of such assets.
- (iii) Where the Contractor as part of the Services has the responsibility of



January 2024

advising the Client on the procurement of goods, works or services, the Contractor will comply with any applicable procurement guidelines and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Contractor in the exercise of such procurement shall be for the account of the Client.

**3.2.2 Contractor and Affiliates Not to be Otherwise Interested in Project**

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

**3.2.3 Prohibition of Conflicting Activities**

Neither the Contractor nor his subcontractor[s] nor their personnel shall engage, either directly or indirectly in any of the following activities:

- (a) During the term of this Contract, any business or professional activities in the Republic of Kenya which would conflict with the activities assigned to them under this Contract; or
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

**3.3 Confidentiality**

The Contractor, his subcontractor[s] and the personnel of either of them shall not, either during the term of this Contract or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**3.4 Insurance to be Taken Out by the Contractor**

The Contractor (a) shall take out and maintain and shall cause any subcontractor[s] to take out and maintain, at his (or the subcontractors, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Contractor's Actions requiring Client's Prior Approval**

The Contractor shall obtain the Client's prior approval in writing before taking any of the following actions;

- a) Entering into a subcontract for the performance of any part of the Services,
- b) Appointing such members of the personnel not listed by name in Appendix C ("Key Personnel and Sub Contractors").

**3.6 Reporting Obligations**

The Contractor shall submit to the Client the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.

January 2024

**3.7 Documents Prepared by the Contractor to Be the Property Of the Client**

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Contractor in accordance with Clause 3.6 shall become and remain the property of the Client and Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client together with a detailed inventory thereof. The Contractor may retain a copy of such documents and software. Neither Party shall use these documents for purposes unrelated to this Contract without the prior approval of the other Party.

#### **4. CONTRACTOR'S PERSONNEL**

**4.1 Description Of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Contractor's Key Personnel are described in Appendix F

**4.2 Removal and Replacement Of Personnel**

(a) Except as the Client may otherwise and/or agree, no changes shall be made in the key personnel. If for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Key Personnel, the Contractor shall provide as a replacement a person of equivalent or better qualifications. The Technical Manager/Operations Manager shall not be terminated without the prior concurrence of the Engineer.

(b) If the Client finds that any of the Personnel have  
(i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) the Client has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance and Exemptions**

The Client shall use his best efforts to ensure that he provides the Contractor such assistance and exemptions as may be necessary for due performance of this Contract.

**5.2 Change in the Applicable Law**

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

**5.3 Services and Facilities**

The Client shall make available to the Contractor the Services and Facilities listed in the Data Sheet Clause 1.4 and under Terms of Reference Clause 6.4.

## 6. PAYMENTS TO THE CONTRACTOR

- 6.1 Monthly Remuneration** The Contractor's total remuneration shall not exceed the Contract Price and shall be based on monthly payments including all traffic counts, weighing of vehicles, impounding/charging overloaded vehicles, verification of exemption permits. The above costs shall be assumed to include staff costs, Sub Contractors' costs, printing, communications, travel, accommodation and the like and all other costs incurred by the Contractor in carrying out the Services described in Appendix B. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** The price payable is set forth in the Special Conditions.
- 6.3 Payment for Additional Services** For the purposes of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the Contract price is provided in Appendices J.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Contractor and according to the payment schedule stated in the "Special Conditions of Contract".
- 6.5 Interest on Delayed Payment** Payment shall be made within Ninety (90) days of receipt of Interim Monthly Certificate and the relevant document specified in Clause 6.4. If the Client has delayed payments beyond ninety (90) days after the due date hereof, simple interest shall be paid to the Contractor for each day of delay at a rate three percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

## 7. SETTLEMENT OF DISPUTES

- 7.1 Amicable Settlement** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 7.2 Dispute Settlement** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be referred by either Party to the arbitration and final decision of a person to be agreed between the Parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman of the Chartered Institute of Arbitrators, Kenya Branch, on the request of the applying party.

January 2024

## SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of and Supplements to Clauses in the General Conditions of Contract
---------------------	--

- |     |   |
|-----|---|
| 1.1 | The Member in Charge is <b>Eng. Kungu Ndungu</b>  |
| 1.2 | The addresses are:<br><br>Client: Director General, Kenya National Highways Authority<br>Attention: Eng. Kungu Ndungu<br>Telephone: 020 – 8013842<br>Email: <a href="mailto:dg@kenha.co.ke">dg@kenha.co.ke</a> / <a href="mailto:info@kenha.co.ke">info@kenha.co.ke</a><br>Website: <a href="http://www.kenha.co.ke">www.kenha.co.ke</a>                                  |
| 1.3 | The Authorized Representatives are:<br><br>For the Client: Director, Maintenance<br><br>For the Contractor  |
| 2.1 | The date on which this Contract shall come into effect is immediately after contract is signed by both parties.   |
| 2.2 | The date for the commencement of Services is within 14 days after contract signature.   |
| 2.3 | The period shall be 36 Months.  |
| 2.4 | <b>The Contractor in the performance of his obligations is required to respond to Client's queries on operations within seven (7) days after being notified of the same.</b>  |
| 3.0 | The risks and coverage shall be:<br><br>(i) Professional Liability: <b>Full amount of this contract excluding taxes and contingency amount.</b><br><br>(ii) Loss of or damage to equipment and property: <b>KSh 50,000,000</b><br><br>(iii) Third party Liability: <b>KSh 50,000,000</b><br><br>(iv) Employer's Liability and workers compensation: <b>KSh 10,000,000</b> |
| 4.0 | Payments shall be made on monthly basis.<br><br>Payments in KSh shall be made to the following Account<br>Account Number: _____<br>Account Name: _____<br>Bank: _____<br>Address: _____   |

January 2024

- 5.0                      Payments will be made within 90 (ninety) days of receipt of the Interim Monthly Certificate and the relevant documents specified in Clause 6.4 above.

January 2024

## **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 1986 EDITION**

Standard Specifications refers to the Standard Specifications for Road and Bridge Construction, 1986 Edition. This would be used where improvement works are to be undertaken.

### **CONDITIONS OF CONTRACT PART I: GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract Part 1 – General Conditions shall be those forming Part 1 of the Conditions of Contract for works of Civil Engineering Construction Fourth Edition 1987, reprinted in 1992 with further amendments, prepared by the Federation Internationale des Ingenieurs Conseils (FIDIC)

Copies of the FIDIC Conditions of Contract can be obtained from:

FIDIC Secretariat

P.O. Box 86

1000 Lausanne 12

**Switzerland**

Fax: 41 21 653 5432

Telephone: 41 21 653 5003

January 2024

## **SECTION XI - CONTRACT FORMS**

### **TABLE OF FORMS**

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM No. 2 - REQUEST FOR REVIEW

FORM No. 3 - NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6 - ADVANCE PAYMENT SECURITY

FORM No. 7 - RETENTION MONEY SECURITY

FORM No. 8 - BENEFICIAL OWNERSHIP DISCLOSURE FORM

January 2024

**FORM NO. I - NOTIFICATION OF INTENTION TO AWARD**

[*This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.*]

[*Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form*]

**FORMAT**

For the attention of Tenderer's Authorized Representative

Name: ..... [*insert Authorized Representative's name*] Address: [*insert Authorized Representative's Address*] Telephones: [*insert Authorized Representative's telephone/fax numbers*]

Email Address: [*insert Authorized Representative's email address*]

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

**Date of Transmission:**

This Notification is sent by: [*email*] on [*date*] (local time)

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

Contract title: [*insert the name of the contract*]

Country: Kenya, County \_\_\_\_\_ (*if the Procuring Entity is from a County*)

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

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

**1. The successful Tenderer**

Name: [*insert name of successful Tenderer*] Address: [*insert address of the successful Tenderer*]

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

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

	<b>Name of Tenderer</b>	<b>Tender price</b>	<b>Evaluated Tender price</b>	<b>Comments (if any)</b>
1				
2				
3				
6				
7				
Etc.				



January 2024

## 1. How to request a debriefing

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

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award. Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

**Attention:** [*insert full name of person, if applicable*] **Title/position:** [*insert title/position*] **Procuring**

**Entity:** [*insert name of Procuring Entity*] **Email address:** [*insert email address*]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end. The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

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

## 2. How to make a complaint

**Period:** Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [*insert date*] (local time).

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

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

Title/position: [*insert title/position*]

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

Email address: [*insert email address*]

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

In summary, there are four essential requirements:

- a) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- b) The complaint can only challenge the decision to award the contract.
- c) You must submit the complaint within the period stated above.
- d) You must include, in your complaint, all of the information necessary to support your case.
- e) The application must be accompanied by the fees set out in the Procurement Regulations, which

January 2024

shall not be refundable (information available from the Public Procurement Authority at [www.ppoa.go.ke](http://www.ppoa.go.ke)).

**3. Standstill Period**

- a) **DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).
  - i) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
  - ii) The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the

Procuring Entity: \_\_\_\_\_

Name \_\_\_\_\_

Title and Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

January 2024

**FORM NO. 2 - REQUEST FOR REVIEW**

**FORM FOR REVIEW (r.203 (1))**

**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..... for ..... (Tender description).

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

SIGNED ..... (Applicant) Dated on.....day of ...../...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

January 2024

**FORM NO. 3 - NOTIFICATION OF AWARD**

**Letter of Acceptance**

*[letter head paper of the Procuring Entity]*

*[date]*

**FORMAT**

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the SCC]* for the Accepted Contract Amount *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 30 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

We attach a copy of the Contract for your

Authorized Signature:

Name and Title of

Signatory: Name of

Agency:

**Attachment: Contract Agreement**

January 2024

**FORM NO. 4 – CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ (hereinafter “the Procuring Entity”), of the one part, and \_\_\_\_\_ of \_\_\_\_\_ (herein after “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as \_\_\_\_\_ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - a) The Letter of Acceptance
  - b) The Letter of Tender
  - c) The addenda Nos \_\_\_\_\_ (if any)
  - d) The Particular Conditions
  - e) The General Conditions;
  - f) The Specification
  - g) The Drawings; and
  - h) The completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works 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 Contractor in consideration of the execution and completion of the Works 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 the laws of Kenya on the day, month and year specified above.

Signed by \_\_\_\_\_

\_\_\_\_\_  
(for the Procuring Entity)

Signed by \_\_\_\_\_

\_\_\_\_\_  
(for the Contractor)

January 2024

**FORM NO. 5 - PERFORMANCE SECURITY**  
**– (Unconditional Demand Bank Guarantee)**

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** \_\_\_\_\_ [insert name and Address of Procuring

Entity] **Date:** \_\_\_\_\_ [Insert date of issue]

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that \_\_\_\_\_ (herein after called "the Applicant") has entered into Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the ..... Day of ..... 2..., and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

\_\_\_\_\_  
[Name of Authorized Official, signature(s) and seals/stamps]

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

<sup>1</sup>The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the pen ultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

January 2024

**FORM NO. 6 - ADVANCE PAYMENT SECURITY**

**[Demand Bank Guarantee]** *[Guarantor letterhead or SWIFT*

*identifier code]* *[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Procuring Entity]*  
**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

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

*[Name of Authorized Official, signature(s) and seals/stamps]*

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

<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated*

January 2024

*either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

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



January 2024

**FORM NO. 7 - RETENTION MONEY SECURITY**

**[Demand Bank Guarantee]**

*[Guarantor letterhead]*

**Beneficiary:** \_\_\_\_\_ *[Insert name and Address of Procuring Entity]*

**Date:** \_\_\_\_\_ *[Insert date of issue]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

*[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that \_\_\_\_\_ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (herein after called" the Contractor") has entered into Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ *[insert name of contract and brief description of Works]* (herein after called" the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.

3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* \_\_\_\_\_ *([insert amount in words \_\_\_\_\_])*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number \_\_\_\_\_ at \_\_\_\_\_ *[insert name and address of Applicant's bank]*.

5. This guarantee shall expire no later than the..... Day of....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

\_\_\_\_\_  
*[Name of Authorized Official, signature(s) and seals/stamps]*

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

January 2024

**FORM NO. 8 - 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 pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. 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 legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: \_\_\_\_\_ [insert identification no]

Name of the Tender Title/Description: \_\_\_\_\_ [insert name of the assignment] to:  
 \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in 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**

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
<b>1.</b>	Full Name	Directly----- --- % of shares	Directly..... ....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?:  Direct..... ...	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----No----  2. Is this influence or control exercised directly or indirectly?
	National identity card number or Passport number	Indirectly----- ---- % of shares	Indirectly-----% of voting rights		
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

January 2024

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Email address			Indirect.....	Direct.....
	Occupation or profession			.....	Indirect.....
					.....
<b>2.</b>	Full Name	Directly----- --- % of shares	Directly..... ....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No----
	National identity card number or Passport number			2. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
	Personal Identification Number (where applicable)	Indirectly----- ---- % of shares	Indirectly-----% of voting rights	Direct.....	Direct.....
	Nationality(ies)			.....	.....
	Date of birth [dd/mm/yyyy]			Indirect.....	.....
	Postal address			.....	.....
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
<b>3.</b>					
<b>e.t.</b>					
<b>c</b>					

January 2024

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information, and belief.

*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]*

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender] Signature of the person named above: .....*

[Request For Proposals for Lot 2: Management, Operation and Maintenance of Virtual Weighbridge Stations at Fourteen (14) Selected Locations on the National Trunk Road Network in Kenya]

---

January 2024

*[insert signature of person whose name and capacity are shown above]*

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

Bidder Official Stamp