



**TENDER NO. KPA/052/2025-26/CE**

**SUPPLY, INSTALLATION, MANAGEMENT,  
OPERATION AND MAINTENANCE OF  
WEIGHBRIDGE STATIONS IN KENYA PORTS  
AUTHORITY FACILITIES.**

**TENDER DOCUMENT**

**JANUARY 2026**

KENYA PORTS AUTHORITY  
P.O BOX 95246 - 80104  
MOMBASA,  
KENYA

Tel: +254 41 2112999 / 2113999 Pilot Lines

Tel: +254 709 092999 / 709 093999 / 730 653999 Cellular

Website: [www.kpa.co.ke](http://www.kpa.co.ke)

Email: [tenders@kpa.co.ke](mailto:tenders@kpa.co.ke)

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## INVITATION TO TENDER

DATE: JANUARY 2026

**TENDER NO. KPA/052/2025-26/CE**

**TENDER NAME: SUPPLY, INSTALLATION, MANAGEMENT, OPERATION AND MAINTENANCE OF WEIGHBRIDGE STATIONS IN KENYA PORTS AUTHORITY FACILITIES.**

1. The Kenya Ports Authority invites sealed tenders for the **SUPPLY, INSTALLATION, MANAGEMENT, OPERATION AND MAINTENANCE OF WEIGHBRIDGE STATIONS IN KENYA PORTS AUTHORITY FACILITIES.**
2. Tendering will be conducted under open National competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Tender documents may be viewed and downloaded for free from the KPA website [www.kpa.co.ke](http://www.kpa.co.ke). Tenderers who download the tender document must forward their particulars immediately to [tenders@kpa.co.ke](mailto:tenders@kpa.co.ke) for records.
4. Enquiries can be made via email address: [tenders@kpa.co.ke](mailto:tenders@kpa.co.ke).
5. Bidders are advised to regularly visit the KPA website to obtain any additional information/addendum on the tender. **All addenda/additional information on the tender shall be posted on the KPA website as they become available.**
6. There shall be a **MANDATORY SITE VISIT scheduled for TUESDAY, 13TH JANUARY 2026. Bidders to meet at 1000Hours at the Procurement Conference Room, Mombasa.**
7. Tenderers shall be required to submit a Tender Security amounting to **Kenya Shillings One Million (Kshs. 1,000,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for **240 days** from the date of tender opening in the format provided in the tender document.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted in the format 1,2,3,4,5,.....n (where n is the last numerical page number).
9. All Tenders in **one original plus one copy of original and a PDF soft copy of the original in a flash disk**, properly filled in and enclosed in plain envelopes, must be marked as follows: -

**TENDER NO. KPA/052/2025-26/CE**

**SUPPLY, INSTALLATION, MANAGEMENT, OPERATION AND MAINTENANCE OF WEIGHBRIDGE STATIONS IN KENYA PORTS AUTHORITY FACILITIES.**

**"DO NOT OPEN BEFORE 1000HOURS ON TUESDAY, 20TH JANUARY 2026"**

10. Completed tenders must be delivered to the address below on or before **1000HOURS ON TUESDAY, 20TH JANUARY 2026**. Electronic Tenders *will not* be permitted.

11. Tenders will be opened promptly after **1030HOURS ON TUESDAY, 20TH JANUARY 2026**. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
12. Late tenders will be rejected.
13. The addresses referred to above are:

**A. Address for Submission of Tenders.**

- i) Tender Box located at the **BUS TERMINUS  
PORT MAIN PEDESTRIAN GATE NO. 8,  
KILINDINI, MOMBASA**
- ii) THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT  
KENYA PORTS AUTHORITY  
KIPEVU HEADQUARTERS 4<sup>TH</sup> FLOOR  
FINANCE BLOCK III, DOOR BLK-3.4.3  
**KILINDINI MOMBASA**  
Phone: +254 (41) 2113600/ 2113999  
E-mail: [tenders@kpaco.ke](mailto:tenders@kpaco.ke)

**B. Address for Opening of Tenders.**

- i) Procurement Conference Room  
New Service Area (Kapenguria)  
**KILINDINI MOMBASA**
14. KPA is committed to the fight against corruption and adheres to high standards of integrity in its business operations. Bidders and the general public are encouraged to report any unethical behavior immediately to any of the following anonymous hotline service: -
- Hotline number: **0794272376**
  - Email: [stopcorruption@kpa.co.ke](mailto:stopcorruption@kpa.co.ke)
  - KPA website [www.kpa.co.ke](http://www.kpa.co.ke) under the Report corruption tab

  
Maurice Muya  
Principal Supply Chain Management Officer,  
Compliance Reporting and Records  
**FOR: MANAGING DIRECTOR**



## **VISION, MISSION, & CORE VALUES**

### **Vision**

World class ports of choice.

### **Mission**

To provide efficient and competitive port services to facilitate global trade

### **Core Values**

**Customer Focus:** Service excellence is key to our operations and we endeavor to exceed customer expectations.

**Integrity:** We uphold fairness, honesty, professionalism and transparency in all our undertakings.

**Teamwork:** We embrace team spirit in all that we do.

**Care:** We care for our staff, the communities around us and are sensitive to the environment

**Innovation:** The Authority will invest and leverage on research, development and innovation to ensure that the Kenya Ports stay ahead of the curve in improving efficiency in their processes.

# Kenya Ports Authority

## Environment, Health & Safety Policy

Kenya Ports Authority recognizes the impacts caused by our activities and services and therefore undertakes to employ environmentally friendly practices and to provide safe and healthy working and operating environment for all employees, contractors, customers, port users and visitors. KPA demonstrates this commitment through the implementation of an Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

To accomplish this commitment KPA shall:

1. Implement sound and environmentally friendly practices aimed at preventing pollution, efficient waste containment and management and protection of the environment from negative environmental impacts arising from all aspects of our operations.
2. Engage our stakeholders including but not limited to contractors, suppliers and business partners in a manner that will ensure compliance with EMS/OSH standards, designed procedures and other relevant legal requirements whilst encouraging them to protect the environment.
3. Comply with all applicable environmental and occupational health and safety legal and other requirements.
4. Eliminate hazards and reduce occupational health and safety risks in order to prevent work-related injuries and ill health.
5. Enhance consultation and participation of workers and/or their representatives in development and roll-out of health and safety policies.
6. Educate and train employees and the community on safe working and environmentally friendly practices in order to create a culture of safety and sustainable environmental improvement and stewardship.
7. Regularly review and continually improve the EMS/OSH management system to enhance performance and to conform to changing trends.
8. Provide adequate funds and resources to accomplish the established EMS/OSH objectives and targets and for the maintenance and improvement of the Integrated Management System based on ISO 14001:2015 and ISO 45001:2018.

The Managing Director and Top Management of the Port are responsible and accountable for effective implementation of this Policy.

  
Capt. William K. Ruto, MBS, AFNI  
**MANAGING DIRECTOR**

1<sup>st</sup> July 2024



KEBS ISO 9001:2015 Certified Org. No. 087



# **KENYA PORTS AUTHORITY**

## **QUALITY AND INFORMATION SECURITY POLICY**

### **Our Vision**

"World-class ports of choice"

### **Our Quality And Information Security Policy Statement**

We are committed to complying with the requirements of ISO 9001:2015 Quality Management System (QMS) and ISO 27001:2022 Information Security Management System (ISMS) Standards, applicable statutory regulations and aligning our management system policies and processes with Risk Management.

### **Our Strategic Objectives**

1. Attain a customer satisfaction index of 75%
2. Improve port efficiency by 41%
3. Promote a safe and healthy working environment with zero accidents
4. Increase common transit market share by 7%
5. Increase profitability to KES 20 billion by 2027/2028
6. Increase employee productivity index to 2
7. Promote 100% compliance to legal and regulatory requirements and good governance principles

### **We shall;**

- provide efficient and competitive port services to facilitate global trade through enhanced customer service, operational excellence, governance and the preservation of confidentiality, integrity, and availability of information
- ensure that this policy and Management System objectives are aligned to the Authority's Strategic Objectives
- effectively implement and continually improve our Management System policies, processes and capabilities
- review these objectives for suitability on an annual basis in accordance with the Authority's Performance Management Framework

Kenya Ports Authority shall ensure that the Quality & Information Security Objectives are established at relevant functions and processes with the organisation.

  
Capt. William K. Ruto, AFNI  
MANAGING DIRECTOR

Date: 29<sup>th</sup> August, 2023



KEBS ISO 9001:2015 Certified Org. No. 087

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## **PART 1 - TENDERING PROCEDURES**

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## **SECTION I -INSTRUCTIONS TO TENDERERS**

### **A. General**

#### **1. Scope of Tender**

- 1.1 This tendering document is for the delivery of non-consulting services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the TDS.

#### **2. Throughout this tendering document:**

##### **2.1 The terms:**

- a) The term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if specified **in the TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
- b) if the contexts or esquires, "singular" means "plural" and vice versa; and
- c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the TDS.

#### **3. Fraud and Corruption**

- 1.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 "Declaration not to engage in corruption". The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

- 1.2 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, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

- 1.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided non-consulting services related to this tender. The Procuring Entity shall indicate in the TDS firms (if any) that provided non-consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided non-consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

#### **4. Eligible Tenderers**

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) (as specified in TDS ITT 4.1) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.
- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
  - b) Receives or has received any direct or indirect subsidy from another Tenderer; or
  - c) has the same legal representative as another Tenderer; or
  - d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
  - e) or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-consulting services that are the subject of the Tender; or
  - f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
  - g) would be providing goods, works, or non-consulting services resulting from or directly related to non-consulting services for the preparation or implementation of the project specified in the TDS ITT 1.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - h) has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
    - i. are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
    - ii. Would be involved in the implementation or supervision of such contract unless the conflicts teeming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.



- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke)
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.
- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 8*".
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website [www.cak.go.ke](http://www.cak.go.ke)
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human

beings and to the environment shall not be eligible for procurement.

- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

## **5. Qualification of the Tenderer**

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **B. Contents of Tendering Document**

### **6. Sections of Tendering Document**

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

#### **PART 1: Tendering Procedures**

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

#### **PART 2: Procuring Entity's Requirements**

- i) Section V-Procuring Entity's Requirements

#### **PART 3: Contract**

- i) Section VI - General Conditions of Contract (GCC)
- ii) Section VII - Special Conditions of Contract (SCC)
- iii) Section VIII - Contract Forms

- 6.2 The Invitation to Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.
- 6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

## **7. Site Visit**

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

## **8. Pre-Tender Meeting**

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

## **9. Clarification of Tender Documents**

- 9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

## **10. Amendment of Tender Documents**

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

## **C. Preparation of Tenders**

### **11. Cost of Tendering**

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its



Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

## **12. Language of Tender**

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

## **13. Documents Comprising the Tender**

13.1 The Tender shall comprise the following:

- a. **Form of Tender** prepared in accordance with ITT 14;
- b. **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
- c. **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
- d. **Alternative Tender:** if permissible in accordance with ITT 15;
- e. **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
- f. **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g. **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the **Tenderer's** eligibility to Tender;
- h. **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
- i. Any other document required in the **TDS**.

13.2 The Tenderer shall chronologically serialize pages of all tender documents submitted.

13.3 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

13.4 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

## **14. Form of Tender and Activity Schedule**

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

## **15. Alternative Tenders**

1.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.



- 1.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 1.3 When specified **in the TDS**, Tenderers are reemitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

## **16. Tender Prices and Discounts**

- 16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.
- 16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.
- 16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

## **17. Currencies of Tender and Payment**

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

## **18. Documents Establishing Conformity of Services**

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

ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

- 18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers, qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.
- 18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 18.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
  - ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
  - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 18.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or

recklessness of the tenderer.

## **19. Documents Establishing the Eligibility and Qualifications of the Tenderer**

- 19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.
- 19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.
- 19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

## **20. Period of Validity of Tenders**

- 20.1 Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

## **21. Tender Security**

- 21.1 The Tenderer shall furnish as part of its Tender, **either** a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.
- 21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:
- i) cash;
  - ii) a bank guarantee;
  - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
  - iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

- 21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by



a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereof to provide by the Tenderer; or
- b. if the successful Tenderer fails to:
- c. sign the Contract in accordance with ITT 46; or
- d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debar the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

## **22. Format and Signing of Tender**

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

22.2 Tenderers shall mark as "CONFIDENTIAL" information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

22.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.



22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

#### **D. Submission and Opening of Tenders**

#### **23. Sealing and Marking of Tenders**

23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a. in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT13; and
- b. in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
  - i. in an envelope or package or container marked "ORIGINAL-ALTERNATIVE TENDER", the alternative Tender; and
  - ii. in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

23.2 The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.3 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

#### **24. Deadline for Submission of Tenders**

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **25. Late Tenders**

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

#### **26. Withdrawal, Substitution and Modification of Tenders**

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3,

(except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

## **27. Tender Opening**

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified **in the TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:



- a) The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) The Tender Price, per lot (contract) if applicable, including any discounts; and
- c) any alternative Tenders;
- d) The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- e) Number of pages of each tender document submitted

27.9 The Tenderers' representatives who a rep resent shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

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

### **28. Confidentiality**

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

### **29. Clarification of Tenders**

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

### **30. Deviations, Reservations, and Omissions**

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

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

### **31. Determination of Responsiveness**

- 31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a) If accepted, would:
    - i. affect in any substantial way the scope, quality, or performance of the non-consulting services specified in the Contract; or
    - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
  - b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.
- 31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

## **32. Arithmetical Errors**

- 32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
- 32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail
- 32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.



### **33. Conversion to Single Currency**

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency as specified in the TDS.

### **34. Margin of Preference and Reservations**

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

### **35. Evaluation of Tenders**

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT.

35.5 The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

### **36. Comparison of Tenders**

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

### **37. Abnormally Low Tenders and Abnormally High Tenders**

#### **Abnormally Low Tenders**

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

#### **Abnormally High Tenders**

- 37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5 In case of an abnormally high 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 Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
  - ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.
- 37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

### **38. Unbalanced and/or Front-Loaded Tenders**

- 38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.



38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

### **39. Qualification of the Tenderer**

39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

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

40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

## **F. Award of Contract**

### **41. Award Criteria**

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

### **42. Notice of Intention to enter in to a Contract**

42.1 Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of a ward to all tenderers which shall contain, at a minimum, the following information:

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
- d) the expiry date of the Stand still Period; and



- e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

### **43. Stand still Period**

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

### **44. Debriefing by the Procuring Entity**

- 42.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.
- 42.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

### **45. Letter of Award**

- 45.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

### **46. Signing of Contract**

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

### **47. Performance Security**

- 47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.
- 47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the

Contract to the Tenderer offering the next Best Evaluated Tender.

#### **48. Publication of Procurement Contract**

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) Name and address of the Procuring Entity;
- b) Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) The name of the successful Tenderer, the final total contract price, the contract duration.
- d) Dates of signature, commencement and completion of contract;
- e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

#### **49. Adjudicator**

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

#### **50. Procurement Related Complaints and Administrative Review**

50.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

50.2 A request for administrative review shall be made in the form provided under contract forms.

## SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the non-consulting services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<b>A. General</b>
<b>ITT 1.1</b>	<p>The reference number of the Request for Tenders is: <b>KPA/052/2025-26/CE</b></p> <p>The Procuring Entity is: <b>KENYA PORTS AUTHORITY</b></p> <p>The name of the ITT is: <b>SUPPLY, INSTALLATION, MANAGEMENT, OPERATION AND MAINTENANCE OF WEIGHBRIDGE STATIONS IN KENYA PORTS AUTHORITY FACILITIES.</b></p>
<b>ITT 2.2</b>	The contract shall be for a period of Six years, Six months (6.5) Years which includes 1.5 Years of Supply and Installation and 5 years of Operations and Maintenance.
<b>ITT 4.1</b>	Joint Venture (JV) is not applicable.
	<b>B. Contents of Tendering Document</b>
<b>ITT 8.1</b>	There shall be a <b>MANDATORY SITE VISIT</b> scheduled for <b>TUESDAY, 13TH JANUARY 2026. Bidders to meet at 1000Hours at the Procurement Conference Room, Mombasa.</b>
<b>ITT 8.2</b>	The questions in writing, to reach the Procuring Entity through email address <a href="mailto:tenders@kpa.co.ke">tenders@kpa.co.ke</a>
<b>ITT 9.1</b>	<p>i) The Tenderer will submit any request for clarifications in writing at, <a href="mailto:tenders@kpa.co.ke">tenders@kpa.co.ke</a> to reach the Procuring Entity not later than seven (7) days prior to the deadline for the submission of tenders.</p> <p>ii) The Procuring Entity shall publish its response at the website <a href="http://www.kpa.co.ke">www.kpa.co.ke</a></p>
	<b>C. Preparation of Tenders</b>
<b>ITT 13.1 (i)</b>	The Tenderer shall submit the following additional documents in its Tender: <b>all duly completed and signed mandatory tendering forms under section IV</b>
<b>ITT 15.1</b>	Alternative Tenders <b>"shall not be"</b> considered.
<b>ITT 15.2</b>	Alternative times for completion <b>"shall not be"</b> permitted.
<b>ITT 15.3</b>	Alternative technical solutions <b>"shall not be"</b> permitted.



ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 16.7	The prices quoted by the Tenderer " <b>shall not</b> " be subject to adjustment during the performance of the Contract.
ITT 17.1	Prices quoted shall be in <b>Kenya Shillings</b> should be inclusive of <b>all taxes and delivery</b> .
ITT 20.1	The Tender validity period shall be <b>210</b> days from the date of tender opening.
ITT 21.1	Tender Security shall be for <b>Kenya Shillings One Million (Kshs. 1,000,000.00)</b> in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for <b>240 days</b> from the date of tender opening in the format provided in the tender document.
ITT 22.1	In addition to the <b>original of the Tender</b> , the number of copies is: <b>one copy of original and a PDF soft copy of the original in a flash disk.</b>
ITT 22.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of <b>a Power of Attorney</b>. The name and position held by each person signing the authorization <b>must</b> be typed or printed below the signature.</p> <p><i>The Power of Attorney <b>must show the name and specimen signature</b> of the person authorized to sign the documents.</i></p> <p><b><i>This applies to only limited companies and Partnerships.</i></b></p>
	<b>D. Submission and Opening of Tenders</b>
ITT 24.1	<p>For <b><u>Tender submission purposes</u></b> only, the Procuring Entity's address is:</p> <p style="text-align: center;"><b>THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT KENYA PORTS AUTHORITY KIPEVU HEADQUARTERS 4<sup>TH</sup> FLOOR FINANCE BLOCK III, DOOR BLK-3.4.3 MOMBASA, KENYA Phone: +254 (41) 2113600/ 2113999 E-mail: <a href="mailto:tenders@kpa.co.ke">tenders@kpa.co.ke</a></b></p>
ITT 24.1	<p><b>The deadline for Tender submission is:</b></p> <p>Date: <b>TUESDAY, 20TH JANUARY 2026</b></p> <p>Time: <b>BEFORE 1000Hours</b></p> <p>Tenderers "<b>shall not</b>" have the option of submitting their Tenders electronically.</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Physical Address: <b>Procurement Conference Room</b></p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p align="center"><b>New Service Area (Kapenguria)</b></p> <p>Date: <b>TUESDAY, 20TH JANUARY 2026</b></p> <p>Time: <b>1030HOURS</b></p>
<b>ITT 27.1</b>	The electronic Tender opening procedures shall be: <b>NOT APPLICABLE</b>
<b>ITT 27.6</b>	The Form of Tender and priced Activity Schedule shall be initialed by all representatives of the Procuring Entity conducting Tender opening.
<b>E. Evaluation and Comparison of Tenders</b>	
<b>ITT 33.1</b>	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>KENYA SHILLINGS.</b></p> <p>The source of exchange rate shall be: <b>The Central bank of Kenya</b> (mean rate)</p> <p>The date for the exchange rate shall be: <b>the deadline date for Submission of the Tenders.</b></p>
<b>ITT 34.1</b>	Margin of preference IS NOT allowed.
<b>ITT 34.2</b>	The invitation to tender is extended to the following group that qualify for Reservations: N/A
<b>ITT 35.2 (d)</b>	Additional evaluation factors shall be: N/A
<b>F. Award of Contract</b>	
<b>ITT 47.1</b>	Performance Security shall be Kshs. 1,000,000.00 in form of performance guarantee from a bank with its operations in Kenya in the format provided in Section VIII – (Contract Forms - Form No. 1 - Performance Security – (Unconditional Demand Bank Guarantee) valid for the contract period.
<b>ITT 49.1</b>	The Appointment of an Adjudicator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya.
<b>ITT 50.1</b>	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing to: <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and</p> <p>(ii) the Procuring Entity's decision to award the contract.</p>



## **SECTION III – EVALUATION AND QUALIFICATION CRITERIA**

### **1. General Provisions**

This section contains the criteria that the Procuring Entity 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.

#### **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.

### **2. 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 mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

#### *The bid submission*

1. Shall have a table of contents page clearly indicating Sections and Page Numbers **(MANDATORY)**.
2. The Tenderer shall chronologically serialize all pages of the tender documents submitted in the format 1,2,3,4,5, .....n (where n is the last numerical page number) **(MANDATORY)**.
3. Shall be firmly bound and should not have any loose pages. Spiral binding and files (spring and box) are not acceptable **(MANDATORY)**.
4. Shall be submitted in one original and one copy of original and a PDF soft copy of the original in a flash disk **(MANDATORY)**.
5. Shall be signed (where signatures are required) by a duly authorized representative of the firm or any other officer appointed and evidenced by a Written Power of Attorney **(MANDATORY)**.

The bid submission shall contain the following documents; clearly marked and arranged in the following order: -

- i. Power of Attorney to sign the bid submission - **ITT 22.3 (MANDATORY)**.
- ii. Particulars of Tendering Company to include: -
  - a. Certificate of Registration/Incorporation **(MANDATORY)**.
  - b. Valid/Current Tax Compliance Certificate from relevant Authorities where the business operations of tenderer are domiciled **(MANDATORY)**.
  - c. A copy of valid Business Permit (for the year 2025) where the business operations of tenderer are domiciled **(MANDATORY)**.
  - d. A copy of CR12 from Registrar of Companies or equivalent to show names of Directors of the tendering company (in case of a limited company), Name of



Proprietor (for Sole Proprietor) and Names of Partners (for Partnerships) – as applicable (**MANDATORY**).

- e. Copy of National Identification documents for owners/Directors of the company (ID/passport). The document shall be certified by the Person with power of attorney. (**MANDATORY**).
- iii. Tender Security shall be for **Kenya Shillings One Million (Ksh. 1,000,000.00)** in the form of a Banker's guarantee or an Insurance Company Guarantee issued by an insurance firm approved by the Public Procurement Regulatory Authority (PPRA), letter of credit or guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund valid for **240 days** from the date of tender opening in the format provided in the tender document.
- iv. Company Approval of repairer's workshop (type 3) issued by Department of Weights & Measures, certified by commissioner of oaths. (**MANDATORY**).
- v. All duly completed and signed mandatory tendering forms and supporting documentation under section IV (**MANDATORY**).
- vi. Work Schedule / Program of works in the format provided in the tender document Attach Gantt Chart. The Gantt Chart shall cover the Entire Period of Supply and Installation (**MANDATORY**).
- vii. Commitment letter addressed to the Procuring Entity to observe Port Safety (**MANDATORY**).
- viii. Valid Quality Management System Certification: Bidder's ISO 9001:2015 or equivalent from an internationally recognized certification body. (**MANDATORY**).
- ix. Valid NC4 Certificate of Registration and Practising License (Road Works) (**MANDATORY**).
- x. Valid Certificate of Registration with Kenya Maritime Authority to carry out SOLAS Verified Gross Mass (VGM) (**MANDATORY**).
- xi. Written undertaking to the Procuring entity by the tenderer to provide support during the implementation and maintenance period; and a written undertaking of willingness to sign the terms and conditions of engagement provided in the Service Level Agreements. (**MANDATORY**).
- xii. Written undertaking that the staff proposed for the project will be present for the whole duration of implementation. The staff proposed shall always be available during the project implementation. (**MANDATORY**).
- xiii. A detailed description of the tenderer's proposed Organization, Methodology and Workplan of executing the scope of works. (**MANDATORY**).
- xiv. Tenderer's technical specifications as per item 5.8 in the schedule of requirements and Information Brochures of the items quoted for demonstrating substantial compliance with the requirements of the procuring entity. (**MANDATORY**).
- xv. Detailed Service Level Agreement. (**MANDATORY**).
- xvi. Provision of bidder operations vehicles to be used during management and maintenance periods and Provision of Procuring Entity vehicle to be used during Installation and commissioning periods. (**MANDATORY**).

**NOTE: Failure to meet any of the above requirements will lead to automatic disqualification and the bidder shall not be eligible for technical evaluation.**

### 3. Technical Evaluation (ITT 35)

The Procuring Entity shall evaluate the technical aspects of the Tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

Tenders shall be evaluated based on full compliance to technical specifications on a YES or NO basis. Tenders that do not adhere to technical requirements will be considered non-responsive:

Item No.	Description	Criteria Item	Remarks
i	Responsiveness of the bidder to Terms of Reference (TOR) and schedule of requirements (A detailed description of the tenderer's proposed Organization, Methodology and Workplan of executing the scope of works which demonstrate significant responsiveness to the scope of work /schedule of requirements.)	Detailed description of project organization is provided and adequately covered.	Must Meet
		Detailed description of Methodology of carrying out the tasks provided and adequately covered.	
		Work Schedule (Program of Works) prepared in the format required, aligns with methodology statement and adequately covered.	
ii	Tenderer's technical specifications as per item 5.8 in the schedule of requirements and Information Brochures of the items quoted for demonstrating substantial compliance with the requirements of the procuring entity	Full compliance to the technical specifications as per the schedule of requirements.  The bidder to provide a clause-by-clause commentary of the KPA specifications.	Must Meet
iii	Detailed service Level Agreement. NB: The SLA shall be formalized after project handover between the bidder and the procuring entity.	Detailing: problem categorization, escalation matrix, Parties responsibilities, levels of service based on severity, expected levels of effort, certified personnel to provide support, response timelines, contacts and levels of escalation, issue closure, service monitoring and measurement methods.	Must Meet
iv	Financial Situation and performance: a. Copies of the following documents as proof of access to liquid assets of not less than Kshs. 100 million or capacity to have a minimum cash flow of Kshs. 100 million. This shall be evidenced by any of the following.	a. Copies of the following documents are provided: A complete set of certified Audited Accounts for the last three (3) years 2021/2022, 2022/2023 and 2023/2024.  Letter of line of credit from approved financial institution specific to this tender and indicating the amount available.	Must Meet

Item No.	Description	Criteria Item	Remarks
	<p>(MANDATORY).</p> <p>i) A complete set of certified Audited Accounts for the last three (3) years 2021/2022, 2022/2023 and 2023/2024. The Accounts submitted should be audited by a registered auditor and evidenced by Auditor's practicing number</p> <p>ii) Letter of line of credit from approved financial institution specific to this tender and indicating the amount available.</p> <p>b. Average Annual Turnover - The bidder meets required average turnover (Kshs. 250 million) as per Average Annual Turnover Form.</p>	<p>Proof provided demonstrate access to liquid assets of not less than Kshs. 100 million or capacity to have a minimum cash flow of Kshs. 100 million.</p> <p>Meets required financial ratios.</p> <p>b. The Accounts submitted are audited by a registered auditor and evidenced by Auditor's practicing number.</p> <p>Validity of the Annual Practicing license.</p> <p>c. Average Annual Turnover: The bidder meets required average turnover (Kshs. 250 million) as per Average Annual Turnover Form.</p>	
v	<p>Contractor's experience: bidder to provide at least 3 similar assignments experience within the last 3 years (From FORM EXP-4.1). Each project shall meet a minimum value Kenya Shillings Eighty Million (Kes. 80,000,000.00) {The tenderer shall insert here copies of the form of contract, purchase order, service order, or performance certificate or similar evidence of the similar assignments carried out by the firm. The assignments shall be the same as those provided in FORM EXP-4.1}. (MANDATORY).</p>	<p>3 similar assignments experience within the last 3 years are provided (using FORM EXP-4.1)</p> <p>Each project meets a minimum value of Kenya Shillings Eighty Million (Kes. 80,000,000.00).</p> <p>Copies of the form of contract, purchase order, service order, or performance certificate or similar evidence of the similar assignments carried out by the firm is provided.</p> <p>The assignments are the same as those provided in FORM EXP-4.1</p>	Must Meet
vi	<p>Qualifications and experience of key personnel as indicated in the schedule of requirement/TOR for the key roles: Bidders to provide CV in the format provided in the Form Per 2 and copies of</p>	<p><b>Project Manager</b> Education.</p> <ul style="list-style-type: none"> <li>A minimum University Degree in Engineering (Electrical, Civil, Mechanical, Mechatronics or Electronics engineering) or Science (Physics, Chemistry) or Information Communication Technology) from a recognized</li> </ul>	Must Meet



Item No.	Description	Criteria Item	Remarks
	certificates certified by a Commissioner of Oaths. As per clause 5.7 (staff required) requirements.	<p>institution.</p> <p><b>Certification</b></p> <ul style="list-style-type: none"> <li>Relevant Professional membership certificate in good standing.</li> </ul> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>Demonstrate 5 years hands on experience in managing weighbridge projects of similar magnitude.</li> </ul> <p><b>Required Document</b></p> <ul style="list-style-type: none"> <li>CV Provided and in the required format.</li> </ul> <p><b>Operations Manager</b></p> <p><b>Education.</b></p> <ul style="list-style-type: none"> <li>A minimum University Degree in Engineering (Electrical, Civil, Mechanical, Mechatronics or Electronics engineering) or Science (Physics, Chemistry) or Computer Science, Information Technology or Information Communication Technology from a recognized institution.</li> </ul> <p><b>Certification</b></p> <ul style="list-style-type: none"> <li>Relevant professional membership certificate in good standing.</li> </ul> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>Demonstrate 3 years hands on experience in managing weighbridge projects of similar magnitude and leading teams.</li> </ul> <p><b>Required Document</b></p> <ul style="list-style-type: none"> <li>CV Provided in the required format.</li> </ul> <p><b>Technical Manager</b></p> <p><b>Education.</b></p> <ul style="list-style-type: none"> <li>A University Degree in Mechatronic Engineering or Electrical &amp; Electronics Engineering.</li> </ul> <p><b>Certification</b></p> <ul style="list-style-type: none"> <li>Certified in Cisco Certified Network Associate (CCNA) from a reputable institution.</li> <li>Certificate in Cyber Security Associate from reputable institution.</li> <li>Relevant Professional membership certificate in good standing.</li> </ul> <p><b>Experience</b></p>	

Item No.	Description	Criteria Item	Remarks
		<ul style="list-style-type: none"> <li>Demonstrate 3 years hands on experience in managing projects of similar magnitude.</li> </ul> <p>Required Document</p> <ul style="list-style-type: none"> <li>CV Provided in the required format.</li> </ul> <p><b>Systems Administrator</b> Education.</p> <ul style="list-style-type: none"> <li>Bachelor of Science in Computer Science / Information Technology/ Bachelor Information Communication Technology.</li> </ul> <p>Certification</p> <ul style="list-style-type: none"> <li>Cisco Certified Network Associate (or equivalent).</li> </ul> <p>Experience</p> <ul style="list-style-type: none"> <li>Demonstrate 3 years hands on experience in similar projects.</li> </ul> <p>Required Document</p> <ul style="list-style-type: none"> <li>CV Provided and, in the required numbers and in the required format.</li> </ul> <p><b>Shift Manager</b> Education.</p> <ul style="list-style-type: none"> <li>Minimum of a Diploma from a recognized institution.</li> </ul> <p>Experience</p> <ul style="list-style-type: none"> <li>Demonstrate 3 years hands on experience in similar projects.</li> </ul> <p>Required Document</p> <ul style="list-style-type: none"> <li>CV Provided and, in the required numbers and in the required format.</li> </ul> <p><b>Machine Operator Attendant</b> Education.</p> <ul style="list-style-type: none"> <li>Certificate in ICT or International Computer Driver's License (ICDL).</li> </ul> <p>Experience</p> <ul style="list-style-type: none"> <li>Demonstrate 2 years hands on experience in weighing operations.</li> </ul> <p>Required Document</p> <ul style="list-style-type: none"> <li>CV Provided and, in the numbers, required and in the required format.</li> </ul> <p><b>Operations Assistant</b> Education.</p> <ul style="list-style-type: none"> <li>Certificate in ICT or International Computer</li> </ul>	

Item No.	Description	Criteria Item	Remarks
		<p>Driver's License (ICDL).</p> <p>Experience</p> <ul style="list-style-type: none"> <li>Demonstrated 1-year hands on experience in weighbridge operations.</li> </ul> <p>Required Document</p> <ul style="list-style-type: none"> <li>CV Provided and, in the numbers, required and in the required format.</li> </ul> <p><b>Maintenance Technician</b></p> <p>Education.</p> <ul style="list-style-type: none"> <li>Diploma in Electrical &amp; Electronics Engineering, Mechatronic Engineering, Electrical Engineering, Medical Engineering, Systems Engineering, Electrical &amp; Communications Engineering, Electronics &amp; Systems, Instrumentation &amp; Control, Information Technology or Computer Engineering.</li> </ul> <p>Experience</p> <ul style="list-style-type: none"> <li>Demonstrate 2-year hands on experience in similar activities or weighbridge operations.</li> </ul> <p>Required Document</p> <ul style="list-style-type: none"> <li>CV Provided and, in the numbers, required and in the required format.</li> </ul>	
vii	Provision of operations vehicle to be used by Procuring Entity during Installation and Commissioning period. As per clause 5.11.2 b	<ul style="list-style-type: none"> <li>1 No. x Double Cabin Pickup,</li> <li>Minimum 2400 CC</li> <li>Mileage of &lt;10,000 Km.</li> </ul>	Must Meet
vii	Provision of operations vehicle to be used by Contractor during operations, management and maintenance periods. As per clause 5.11.2 b	<ul style="list-style-type: none"> <li>3 No. x Double Cabin Pickup,</li> <li>Minimum 2400 CC</li> <li>Mileage of &lt;10,000 Km.</li> </ul>	Must Meet
viii	Bid Document Organization / Arrangement sequentially and as required. As per item 2 (Preliminary examination for Determination of Responsiveness).	<ul style="list-style-type: none"> <li>Documents organized as per required sequence.</li> </ul>	Must Meet

**NOTE: bidders must meet the evaluation requirements of preliminary and technical evaluation to progress to price evaluation.**



**3.1 Price evaluation:** lowest evaluated bidder. The formulae for evaluation shall be as follows: -

Evaluation Price = Capex + (O,M&M unit rate X Base line.

Where Baseline = Tender Period in Months,

O,M&M is the Operation, Management & Maintenance Costs

**4. Multiple Contracts**

Not Applicable.

**5. Alternative Tenders (ITT 15.1)**

Not applicable.

**6. Margin Of Preference**

Not applicable.

**7. Post qualification and Contract Award (ITT 39), more specifically,**

In determining satisfaction as to the information submitted by the bidder who has been recommended for tender award, the Procuring Entity shall conduct due diligence to the bidder's premises and at least three reference sites of previous assignments so as to establish whether the information provided in the bid submission is accurate (post-qualification).

Other conditions depending on their seriousness:

**a) 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 three (3) years. The required information shall be furnished in the appropriate form.

**b) 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. Tenderer shall provide information on pending litigations in the appropriate form.

**c) Litigation History:**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last three (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 year's specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

## 1. FORM OF TENDER – (MANDATORY)

### 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 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
  - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
  - b) *Certificate of Independent Tender Determination*
  - c) *Self-Declaration of the Tenderer*

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

**ITT No.:** \_\_\_\_\_ *[insert number of ITT process]*

**Alternative No.:** \_\_\_\_\_ *[insert identification No if this is a Tender f or an alternative]* To: \_\_\_\_\_ ***[insert complete name of Procuring Entity]***

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- 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 ITT21;
- d) **Conformity:** We offer to provide the non-consulting services in conformity with the tendering document of the following: *[insert a brief description of the non-consulting services]*;
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: **"AS PER THE PRICE SCHEDULE"**.
- f) **Discounts:** The discounts offered and the methodology for their application are:
  - i) The discounts offered are: *[Specify in detail each discount offered.]*
  - ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1(as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;
- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other

than alternative Tenders submitted in accordance with ITT14;

- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- l) **Commissions, gratuities and fees:** We have paid, or will pay the following **commissions**, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, r gratuity].*

Name of Recipient	Address	Reason	Amount

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

- a) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- m) **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;
- n) **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; and
- o) **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.
- p) **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.
- q) **Code of Ethical Conduct:** 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.
- r) We, the Tenderer, have completed fully 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.

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]*

## **i). APPENDIX 1- FRAUD AND CORRUPTION**

*(Appendix 1 shall not be modified)*

### **1. Purpose**

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

### **2. Requirements**

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.
- 2.2 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 voidable;
  - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
- a) Shall not take part in the procurement proceedings;
  - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
  - c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
4. 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;

- 4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

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

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
  - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v) "obstructive practice" is:
    - a) 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
    - b) 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.
    - c) 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 he procuring entity of the benefits of free and open competition.
    - c) Rejects a proposal for award<sup>1</sup> of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub- contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
    - d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act sand Regulations;



- e). Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to 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.

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

<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.

## 2. TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE - (MANDATORY)

### Instruction to Tenderer

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

#### a) Tenderer's details

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

### General and Specific Details

#### b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_  
 Nationality \_\_\_\_\_ Country of Origin \_\_\_\_\_  
 Citizenship \_\_\_\_\_

#### c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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**d) 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				

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

- i) Are there any person/persons in..... (Name of Procuring Entity) who has/have 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			

**f) 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 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		



	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	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 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?		

**g) Certification**

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

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

Title or Designation\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

### 3. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION - (MANDATORY)

I, the undersigned, in *submitting* the accompanying Letter of Tender to the\_\_\_\_  
[Name of Procuring Entity]

for:\_\_\_\_\_

\_\_\_\_\_ [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 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]*



#### 4. SELF-DECLARATION FORMS - (MANDATORY)

##### FORM SD1

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

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

1. THAT I am the Company Secretary/ 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 Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE - (MANDATORY)**

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 here in above is true to the best of my knowledge information and belief.

.....

.....

..... (Title)

(Signature)

(Date)

Bidder's Official Stamp

**5. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS - (MANDATORY)**

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.....



## 6. TENDERER INFORMATION FORM - (MANDATORY)

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

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

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

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

1. Tenderer's Name:.....*[insert Tenderer's legal name]*

2. In case of JV, legal name of each member: .....*[insert legal name of each member in JV]*

3. Tenderer's actual or intended country of registration:.....*[insert actual or intended country of registration]*

4. Tenderer's year of registration: .....*[insert Tenderer's year of registration]*

5. Tenderer's Address in country of registration:.....*[insert Tenderer's legal address in country of registration]*

6. Tenderer's Authorized Representative Information

Name: .....*[insert Authorized Representative's name]*

Address.....*[insert Authorized Representative's Address]*

Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*

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

7. Attached are copies of original documents of..... *[check the box(es) of the attached original documents]*

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.

☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT 4.6. documents establishing:

i) Legal and financial autonomy

ii) Operation under commercial law

iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity.

☐ A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## 7. TENDERER'S JV MEMBERS INFORMATION FORM – (NOT APPLICABLE)

*[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture]].*

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

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

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

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <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 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



## 8. FORM OF TENDER SECURITY - [Option 1-Demand Bank Guarantee]

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

**Request for Tenders No:** \_\_\_\_\_

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

**TENDER GUARANTEE No.:** \_\_\_\_\_

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

1. We have been informed that \_\_\_\_\_ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called "the Tender") for the execution of \_\_\_\_\_ under \_\_\_\_\_ Request \_\_\_\_\_ for \_\_\_\_\_ Tenders No. \_\_\_\_\_ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender 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 \_\_\_\_\_ (\_\_\_\_\_) 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 Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
  - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[signature(s)]

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

## 9. FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

### TENDER GUARANTEE No.: \_\_\_\_\_

1. Whereas ..... [*Name of the tenderer*] (hereinafter called "the tenderer") has submitted its tender dated ..... [*Date of submission of tender*] for the ..... [*Name and/or description of the tender*] (hereinafter called "the Tender") for the execution of \_\_\_\_\_ under Request for Tenders No. \_\_\_\_\_ ("the ITT").
2. KNOW ALL PEOPLE by these presents that WE ..... of ..... [**Name of Insurance Company**] having our registered office at ..... (hereinafter called "the Guarantor"), are bound unto ..... [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of ..... (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
  - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or
  - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) 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 Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Guarantor]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

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

## 10. 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 for the period of time of [insert number of months or years] starting on [insert date], 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



## 11. FORM CON -2 - (MANDATORY)

### 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

☐ Contract non-performance did not occur since 1<sup>st</sup> January 2023 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 7 (a).

☐ Contract(s) not performed since 1<sup>st</sup> January 2023 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 7 (a).

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]

#### Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 7 (b).

☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 7 (b) as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		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 7 (c). <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 7 (c) as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert 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> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

## 12. FOREIGN TENDERERS 40% RULE – (NOT APPLICABLE)

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

Item	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	
	PERCENTAGE OF CONTRACT PRICE			



### 13. FORM -WORK SCHEDULE

*[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)								
_____								
_____								
_____								
_____								

#### 14. FORM EQU: EQUIPMENT (NOT APPLICABLE)

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
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 the 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	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

## 15. FORM PER - 1 - (MANDATORY)

### Contractor's Representative and Key Personnel Schedule

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

### Contractor' Representative and Key Personnel

1.	<b>Title of position:</b> Contractor's Representative	
	<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/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	<b>Title of position:</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/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	<b>Title of position:</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/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	<b>Title of position:</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/week/months/ that has been scheduled for this position]</i>



	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
<b>5.</b>	<b>Title of position:</b>	<i>[insert title]</i>
	<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/week/months/ that has been scheduled for this position]</i>
	<b>Expected time schedule for this position:</b>	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

## 16. FORM PER-2: - (MANDATORY)

### Resume and Declaration - Contractor's Representative and Key Personnel.

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

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

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

## 17. DECLARATION – (MANDATORY)

I, the undersigned.....*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, 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:-

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

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

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: \_\_\_\_\_ *[insert name]*

Signature: \_\_\_\_\_

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

Countersignature of authorized representative of the Tenderer:

Signature: \_\_\_\_\_

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



## 18. Financial Situation and Performance

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

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

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

ITT No. and title:

\_\_\_\_\_

### Financial Data

Type of Financial information in Kenya Shillings	Historic information for previous three years, (amount)		
	Year 1	Year 2	Year 3
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			

\*Refer to ITT 15 for the exchange rate

## 19. FORM FIN – 3.1 – (MANDATORY)

### 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		
2		
3		

### Financial documents

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

- 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).
- Be independently audited or certified in accordance with local legislation.
- Be complete, including all notes to the financial statements.
- Correspond to accounting periods already completed and audited.

Attached are copies of financial statements<sup>1</sup> for the 3 years required above; and complying with the requirements

---

<sup>2</sup>If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

## 20. FORM FIN – 3.2 – (MANDATORY)

### Average Annual Turnover

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

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

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

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

Year	Annual turnover data		
	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Turnover *			

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3, (ii), (b).



## 21. FORM FIN – 3.3 - (MANDATORY)

### Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

## 22. FORMFIN – 3.4 -(MANDATORY)

### 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 letter 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.

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

### 23. FORM EXP - 4.1 - (MANDATORY)

#### General Experience

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

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

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

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

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

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	



**24. FORM EXP - 4.2(a) – (MANDATORY)****Specific Contract Management Experience**

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

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

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

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

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				<b>Kenya Shilling</b>
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 3 (iii) & 3 (iv). of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods /Technology				
5. Completion period for key activities				
6. Other Characteristics				

**25. FORM EXP - 4.2(b) – (MANDATORY)****Experience in Key Activities**

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

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

Tenderer's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>3</sup> (as per ITT 35): \_\_\_\_\_

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

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 3 (iii) & 3 (iv).

1. Key Activity No One: \_\_\_\_\_

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				<b>Kenya Shilling</b>
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

<sup>3</sup>If applicable

	Information
Description of the key activities in accordance with Sub-Factor 3 (iii) & 3 (iv). of Section III:	
1	
2	
3	
4	
5	

2. Activity No.

Two 3.

.....



## SCHEDULE FORMS

[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the Activity Schedules shall coincide with the list of non-consulting services specified in the Procuring Entity's Requirements.]

<b>ACTIVITY 1: SUPPLY, INSTALLATION, TESTING, CALIBRATION AND COMMISSIONING OF 6 NO. WEIGHBRIDGE AT KPA MOMBASA and ICD NAIROBI</b>					
<b>No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate (KSh)</b>	<b>Amount (KSh)</b>
1	Supply, Installation, Integration of Multideck Scales (at Mombasa and Nairobi ICD) and all associated equipment/infrastructure (ANPR Cameras, OCR Cameras, Traffic Booms, Traffic Lights, Remote Weight Displays, Public address System, RFIDS, Long Range Reader Antenna, etc) as per specifications.	No.	6		
2	Civil works for Multideck Platform and associated equipment.	No.	6		
3	Supply and fabrication of 40 FT Container Office as per specifications. Including connecting to grid power source.	No.	6		
4	Supply of Weighbridge Management System Software Integration with KPA Terminal Operating System (TOS).	Lumpsu m	1		
5	Provide, Install and Commission 8KW solar power PV plant to the weighbridge including its accessories. The solar plant should include 25 years linear warranty, 5KW Hybrid Inverter complete with remote monitoring module and 5 years warranty, 10KWh Lithium ion phosphate battery bank with 6000cycles and 10years Warranty.	No.	6		
6	Supply and install split air conditioner of cooling capacity 18,000 Btu/hr complete with its accessories as per specifications provided	No.	6		
7.1	Supply and Installation of 6 units (Data Base and Reporting Servers) complete with accessories as per below specifications: The Database and Reporting Servers shall host the weighbridge database, application services, and web-based reporting systems, including the storage and management of captured images of vehicle number plates and container identification markings. Each server shall be an enterprise-	Lumpsu m	1		

	<p>class desktop/tower server equivalent to the HPE ProLiant ML30, configured for high performance, reliability, and increased storage capacity suitable for mission-critical data services.</p> <p>Each Database and Reporting Server shall be fitted with an Intel Xeon E-Series processor, a minimum of 64 GB (4 x 16 GB) ECC RAM, and redundant enterprise-grade SSDs for the operating system. Data storage shall comprise a minimum of eight (8) x 2.4 TB enterprise LFF/SFF SAS/SATA drives, providing a total raw storage capacity of 19.2 TB, sufficient for transactional data, historical records, and high-resolution image storage. The servers shall support RAID protection, secure remote server management, and high availability for continuous operation. Networking shall include a minimum of four (4) x 1GbE Ethernet ports. Each server shall operate on a validly licensed server operating system and be supplied with a minimum three (3) year comprehensive on-site warranty</p> <p><b>Note: ALL Licenses to be under Kenya Ports Authority &amp; Channelled.</b></p>				
7.2	<p>Supply and Installation of 6 Units Controller PC complete with accessories as per below specifications:</p> <p>To be deployed at designated weighbridge stations for real-time transaction control and field operations. Each controller PC shall be based on an enterprise grade desktop server platform equivalent to the HPE ProLiant ML 30, designed for continuous 24/7 operation in a roadside and semi harsh operating environment.</p> <p>Each Controller PC shall be equipped with an Intel Xeon E-Series processor, a minimum of 64 GB (4 x 16 GB) ECC RAM, and enterprise-class storage comprising SSD-based storage for the operating system and four (4) x 2 TB LFF/SFF SAS/SATA drives for application and transactional data. Networking shall include a minimum of four (4) x 1GbE Ethernet ports.</p> <p>The Controller PCs shall support seamless integration with weighbridge indicators, OCR cameras, ANPR systems, boom barriers, and associated peripheral devices through Ethernet,</p>	Lumpsum	1		

	USB, and serial interfaces. Security features shall include TPM 2.0, UEFI Secure Boot, and firmware-level security protections. Each unit shall operate on a validly licensed operating system and shall be supplied with a minimum three (3) year comprehensive on-site warranty, ensuring maintainability and reliability for field operations. <b>Note: ALL Licenses to be under Kenya Ports Authority &amp; Channeled.</b>				
7.3	Supply and installation of 2 Units File and Backup Solution Server as per specifications. The File and Backup Solution Server shall provide centralized storage, backup, and recovery services for weighbribe operations. The server shall be based on an enterprise-grade 2U rack-mountable platform equivalent to HPE ProLiant Gen11, configured for high performance, redundancy, and reliability. Other details include: Processor: Intel® Xeon® Scalable (Gen4 / Gen11 equivalent), 16-32 cores, 2.1-3.8 GHz, L3 cache ≥ 16.5 MB Memory: 128 GB DDR5 ECC RAM (8 x 16 GB) Storage: 16 x 2.4 TB SFF SAS hot-plug drives, HPE Smart Array P408i-a SR Gen11 controller, RAID support 0/1/5/6/10 Networking: Embedded 2 x 1GbE ports + 1 dedicated 1 GbE management port Power: 2 x 800 W Platinum hot-plug redundant power supplies Operating System: Windows Server Standard 2022 (validly licensed). The server shall support secure backup and archiving of transactional data, OCR/ANPR images, and historical records Supply and Installation of 2 Units Interface as per below specification. KVM console front panel, integrated 2D graphics with 512 MB DDR4 shared memory, 16 MB dedicated Matrox video memory. Warranty: Minimum three (3) year comprehensive on-site support	Lumpsu m	1		
7.4		Lumpsu m	1		
7.5	Supply and Installation of 6 Pairs Small Form-Factor Pluggable module (SFP) with below specifications suitable for networking to the fibre network.	Lumpsu m	1		



7.6	Supply and Installation of 14 Units Digital Input/ Output Module with below specifications: At least 4 inputs and 8 relay outputs. The module should support the MQTT protocol to communicate via TCP/IP with the TC Controller.	Lumpsu m	1			
8	Supply, Installation and Commission of 10KVA UPS complete with accessories as per specifications	No.	6			
9	Supply and Installation of Computers as per specifications: Processor: Minimum Intel® Core™ i7 (Minimum 3.6 GHz, 8 MB L3 cache, 8Cores), Memory 16 GB DDR4, Hard Disk: 256 SSD and 1TB HDD, Display Monitor 27" Anti-glare; Windows 10, Microsoft Office 2019, Anti-Virus. Note: ALL Licenses to be under Kenya Ports Authority	No.	13			
11	Supply of Laptops (Dell) as per below specifications (Each laptop shall be of the latest generation, equipped with an Intel Core Ultra 7 or higher processor (or equivalent), a minimum of 32 GB DDR5 RAM, and 1 TB PCIe NVMe SSD storage. The laptop shall feature a 14-inch or 15.6-inch high-resolution anti-glare display, integrated or dedicated professional graphics where required, and advanced connectivity including Wi-Fi 6E, Bluetooth, and multiple USB-C/Thunderbolt ports. Security shall include TPM 2.0, Secure Boot, BIOS-level protection, and biometric authentication. The laptop shall operate on a validly licensed Windows 11 Pro operating system, support extended battery life with fast charging, and be supplied with a minimum three (3) year comprehensive on-site warranty, preferably with next-business-day support.)	No.	3			
10	Supply and Installation of Printers as per specifications: Minimum specs; Print speed letter: Up to 40 ppm (black), Print Technology Laser, Processor speed 800 MHz, Paper trays standard 4, Ports 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000 Base-T; 1 Hi-Speed USB 2.0 Easy Access USB, Paper handling output 250, Paper handling input 100.	No.	6			
11	Supply and Installation of 14 Units Wide Area Network Switch with below specifications: Minimum specs; each (2 X 24 Port) 10/100/1000Mbps data PoE+ and UPOE 2 No. Single-Mode	Lumpsu m	1			

	SFP up to 10G Speed 2 No. Multi-Mode SFP up to 10G Speed. 24 ports full PoE+, DRAM 4GB, Flash 4GB, Jumbo Frames 9198 bytes, Operating System. No of Network Points. 4 Pcs x Rack 42U Server Rack/cabinet 800 (W) x 1200 (D) Glass Front Door. 2 No. Patch Panels Assorted connectivity Equipment (6m and 3m patch codes, Cat6 Cables, cat6 Dual outlets, Metal Trucking, Trucking outlets, Cable Managers etc). Note: Vendor Support registered under Kenya Ports Authority				
12	Supply and Installation of IP based Biometric Access Control as per specifications	No.	6		
13	Supply and Installation of Fire Fighting Equipment complete with accessories as per the specifications provided. Includes Supply and installation of fire alarm system consisting of two smoke detectors, one thermo detector, fire alarm sounder, and two break glass detectors.	No.	6		
14	Supply and Installation 6 x Routers as per below specifications: The routers are deployed at individual weigh stations to ensure secure and efficient data handling.  Supply and Installation 2 x router for enhanced data management capabilities across the network.  Supply and Installation of 1 x high-capacity router at the KPA Information Centre to centralize and streamline SD-WAN traffic control, optimizing connectivity and centralizing network management.	Lumpsu m	1		
14	Supply, Installation and integration of CCTV systems and digital/network video recorder with Procuring Entity security system, including Cameras and accessories as per specifications.	Lumpsu m	1		
14	Supply of Chairs as per specifications	No.	21		
15	Supply of Desks as per specifications	No.	15		
16	Provision of operation vehicle to be used by Procuring Authority during Installation and Commissioning period as per specifications (Vehicle: 1 No. x Double Cabin Pickup, Minimum 2400 CC and Mileage of <10,000 Km.)	No.	1		

<b>SUB TOTAL 1.</b>				
Add 10% (Sub-Total 1) Contingencies				
<b>SUB TOTAL 2.</b>				
Add 0.03% Public procurement capacity building levy				
Add 16% VAT (of Sub-Total 2)				
<b>TOTAL (AMOUNT OF FINANCIAL PROPOSAL)</b>				

<b>ACTIVITY II: OPERATION, MANAGEMENT &amp; MAINTENANCE OF 6 NO. WEIGHBRIDGE AT KPA MOMBASA and ICD NAIROBI</b>				
<b>No.</b>	<b>Activity</b>	<b>Rate</b>		
1	Weighing Operation, Issuance of Weight Certificates, Equipment Maintenance, Maintenance of Required Operating Business Permits, Supply of Clean Power, Preparation and submission of progress reports, project monitoring & evaluation, etc.			

**Name of Tenderer .....***[insert complete name of Tenderer]*

**Signature of Tenderer** *[signature of person signing the Tender]*

**Date** *[insert date]*



## **PART II – PROCURING ENTITY'S REQUIREMENTS**

## **SECTION V – PROCURING ENTITY REQUIREMENTS**

### **SCHEDULE OF REQUIREMENTS / TERMS OF REFERENCE (TOR)**

#### **BACKGROUND INFORMATION**

The Kenya Ports Authority (KPA) intends to engage services of a contracting firm for supply, installation, operation, management, maintenance and handover of weighbridge station at selected locations within its port facilities.

An advanced on-site weighing system is proposed, featuring the installation of a network of weighbridge stations integrated with the Port's Terminal Operating System (TOS). This setup should enable real-time data access, electronic data transmission, and the use of data analysis tools, ensuring efficient operations and supporting informed decision-making.

Weighing activities will be conducted at key locations within KPA facilities, starting with the identified locations at the Port of Mombasa. The Procuring Entity may, at her discretion, instruct the Contractor to install additional weighbridges and associated infrastructure at existing stations or other KPA facilities. All such installations shall be fully integrated with the existing weighbridge network, and the Procuring Entity requires the Contractor to deploy upgraded and contemporary solutions that complement and enhance the current system.

The core functionality of the weighbridge system includes automated identification of vehicle registration numbers, weighbridge management, and cargo weighing processes for both incoming and outgoing traffic. The system will measure Gross weight and tare weight to calculate net weight, measure axle load distribution, alert on non-conforming values, transmit data electronically to authorized recipients, and generate reports. Real-time updates to the terminal operating system (TOS) will enable dynamic cargo grounding and ensure compliance with applicable legislations.

The weighbridge system will utilize various hardware and software components. The basic features include:

- a. Multideck weighbridges to determine both total weight and axle weight distribution.
  - i. The weighbridge will be augmented by use of sensors such as cameras, weight displays, traffic lights, traffic boom gates.
- b. Custom weighbridge software - The weighbridge shall run under a custom software for automating all processes such as data capture, equipment automation, data analysis and reporting. A centralized dashboard for real-time data visualization will be necessary.
- c. Integration with KPA TOS - The weigh bridge systems shall be fully integrated with each other and the port's Terminal Operating System (TOS) for real-time data exchange.
- d. Reporting - The weighbridge system shall:
  - i. Generate SOLAS VGM compliant weight tickets where required.
  - ii. Determine the Gross weight of cargo carried by a vehicle where required.
  - iii. Generate weight ticket with information about axle load distribution for every vehicle based on applicable overload legislation and point areas of non-conformity.

- iv. Provide hourly, daily monthly and annual statistics about SOLAS VGM compliance, Gross weight compliance and axle load compliance.

### 5.1 Project Period

- The Contract period shall be; -
  - A: Supplying, Installation, Testing, Calibration and Commissioning – 18 Months.
  - B: Operations, Management and Maintenance – 60 Months.

### 5.2 Project Location

The works are located at the site of the existing sites within Mombasa port as tabulated below.

No.	Location	Description of facility
1	Mombasa Port	Two (2 No.) weighbridge station sites with concrete pavement and two (2 No.) weighbridge stations with asphalt pavement strategically positioned within the port premises.  The contractor is required to inspect the sites during the scheduled site visit.
2	Nairobi ICD	Two (2 No.) weighbridge station sites with concrete pavement strategically positioned within the ICD premises.  The contractor is required to inspect the sites during the scheduled site visit.

### 5.3 Historical Data

The average number of trucks processed at the port of Mombasa and ICD Nairobi over the last five-years (5) is estimated at 750,000 units per annum.

### 5.4 Project Scope

#### 5.4.1 General

The contract will involve:

- a. supply, installation, operation, management, maintenance of the weighbridge station physical facilities,
- b. provision of weighing software
- c. integration with KPA - TOS.
- d. maintenance of equipment.
- e. collection, analysis and dissemination of weighbridge data,
- f. any other works as directed by the Procuring Entity.



#### 5.4.2 Supply, Installation, Operation, Management and Maintenance of weighbridge Stations.

The contractor is required to supply and install modern equipment as required in the schedule of requirements in the identified sites. The Contractor shall maintain and facilitate:

- a. All assets on the weighbridge stations.
- b. Weighing activity progress through facility.
- c. Staff activity relating to weighing operations.

#### 5.4.3 Human-Machine Interface

The Contractor is expected to provide a minimum of a standard full and operational desktop computer terminal at every weighbridge station for weighing operations with specification meeting requirement specified in the schedule of requirements. In addition, it is recommended that the following officers be equipped with a minimum of a standard computer:

- a) 1 No for the Operations Manager, 1 No. for the Technical Manager, 1 No for the Shift Managers, 1 No. for the System Administrators, 1 No. for the Maintenance Technician and 3 No. Laptops.
- b) Provide for redundant systems/resource for use in the event of a breakdown. Such equipment must be identifiable on site and available for inspection at all times.

Weighing office will be maintained and used at all times in weighing operations and in issuing weight tickets when required.

#### 5.4.4 Records Keeping.

Records shall be maintained for all activities happening at the weighbridge. Weighing records shall be kept for each transaction, and transmitted in the format required by Procuring Entity. The following minimum records shall be maintained:

- a) Vehicle Tare weight, Vehicle Gross Weight and Axle load/axle group weights.
- b) Weight of Cargo carried by the Vehicle (Net Weight).
- c) Statement of weight compliance to relevant bodies where required (SOLAS VGM, Axle Load Limits, Container MGW).
- d) Procuring Entity instructions.

#### 5.5 Specific Activities.

Below is an outline of tasks to be carried out by the Contractor;

##### **5.5.1 Supply, Installation, Testing, Calibration and Commissioning (6 months):**

The Contractor shall install and commission weighbridge facilities within the initial 6 months following the commencement of the Contracting Services.

The Procuring Entity is responsible for providing all necessary information for realization of Clause 5.5.1. Upon completion of the information collection and review process, the Contractor will submit the compiled data to the Procuring Entity for approval.

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

- a) Supply and Installation of Weighing Scales - including Weighing Decks, Weight Sensors, Automatic Number Plate Recognition (ANPR) Cameras, OCR Cameras, Overview Cameras, CCTV Cameras, Access Control barrier's, Weight Display, and clean power devices.
- b) Weighing Station Offices - For weighing and securing of the station hardware (system & networking).
- c) Last mile connection to power grid and power backup systems which shall be provided by the Procuring Entity.
- d) Supply of Backup Solar Plant, Office Furniture, Air Conditioning, Computer, Printers and accessories.
- e) Supply of Servers.
- f) Supply of weighing software and weighbridge management software.

### **5.5.2 Operations Management and Maintenance (60 months):**

- a) Preparation of operations work schedule.
- b) Weighing of vehicles.
  - I. The weighbridge station will be operated for 24 hours per day and the contractor is required at all times to maintain optimal staff level.
  - II. Only one vehicle shall be allowed in the weighing scale at a time.
  - III. The contractor will ensure that vehicle registration numbers are captured by the automatic number plate recognition system (ANPR).
  - IV. The weighbridges shall be integrated with each other to ensure vehicle can complete a weighing transaction by weighing from different weighbridges.
  - V. A weighing transaction shall be considered complete upon capturing both tare and gross weights.
  - VI. The weighbridge system shall be designed such that an option is available to complete a weighing transaction by applying known vehicle tare weight upon pre-authorization by the Procuring Entity.
  - VII. A public address (PA) system will facilitate one-way communication from the scale operator to the truck driver and must be properly maintained.
  - VIII. External weight display shall be strategically placed to allow the driver see the weight. The weight should be the same as the weight of the printed weight ticket.
  - IX. After the vehicle is weighed for the second time (gross / or tare) the record is closed and the vehicle is allowed to exit the weighbridge via an announcement over the Public Address and the automatic opening of the exit boom.
  - X. The weighbridge record maintained should clearly display the legal weight status of the axle groups and that of the vehicle. The legal status for axles / gross shall be compared with applicable legislation within the region (EACVLC Act, 2016 or the Traffic Act). If one or more axles are overloaded, the driver will be informed through the weight ticket.
  - XI. A driver shall be issued with a weigh ticket if so required.

- XII. For containers, the net weight shall be compared against SOLAS VGM requirements and container Maximum Gross Weight (MGW). If container SOLAS VGM and container Maximum Gross Weight (MGW) is exceeded, the driver will be informed through the weight ticket and the Procuring entity informed through the TOS interchange with the overload flagged. The integrated OCR Cameras shall automatically read the MGW on the container body for comparison with the declared VGM.
  - XIII. For general cargo, dry bulk and bagged cargo, the net weight shall be compared against documented Gross Weight, where applicable. If the documented Gross Weight (GW) is exceeded, the driver will be informed through the weight ticket and the Procuring entity informed through the TOS interchange with the overload flagged.
  - XIV. The Contractor shall ensure the weighing system provides for data integrity.
  - XV. Weigh records will be backed up from the weighing server at the contractor's storage server and procurement entity's storage server. A suitable automatic data transfer system shall be required to ensure a reliable communication channel between the Procuring Entity information center and the weighbridge stations.
- c) Enforcing Access Controls.
- I. During the construction and operations period, the Contractor personnel and equipment shall be issued with Procuring Entity's identification and access control mechanisms. Where access to the port facilities requires payment of access fees, as may be prescribed by the Procuring Entity, the Contractor shall be required to meet the costs.
  - II. During operations phase, the Contractor shall further ensure access to weighing office and server room is controlled through biometric systems or equivalent systems.
- d) Regular maintenance and operation of weighbridge facilities.
- I. Maintain and operate weighing scales, computer hardware, servers and associated equipment.
- e) The Contractor shall be required to maintain an updated record of weighbridge equipment, including their condition, and maintenance history.
- f) The contractor is required to transmit weigh records and associated digital records to Procuring Entity servers.
- g) The contractor shall be required to Calibrate the weighing scales after every three (3) months (quarterly). This shall be done by competent Service Providers approved by the Weights & Measures Department. The Certificate of verification shall be issued to the Procuring Entity after every calibration exercise.
- h) The Procurement Entity may request ad hock calibration at least 5 (five) times per year per scale in addition to the quarterly calibration.
- i) The Contractor is required to compile the analyzed data and submit summarized daily report to the Procuring Entity in addition to production of periodic reports; monthly, quarterly, annual reports on the operation of the weighbridge stations:
- I. Monthly management reports shall provide transparent updates on progress, trends, challenges, and operational issues.



- II. Quarterly management reports shall summarize activities, trends and challenges encountered over the period.
- III. Annual reports shall provide comprehensive overview of the entire year's activities, trend analysis and performance.
- j) Advising the Procuring Entity, regularly, on challenges arising during the carrying out of the contract.
- k) Maintain contractual correspondence of all communication related to the contract.
- l) The Contractor will provide for efficient use of resources, protection of the environment and Occupational health and Safety for stakeholders using the weighbridge facilities.
- m) The Contractor is required to participate in regular meetings with stakeholders as may be instructed by the Procuring Entity. The contractor is required to;
  - I. Keep Procuring Entity informed about site developments relevant to their roles and responsibilities.
  - II. Provide timely updates on project progress, challenges and changes that may affect stakeholders.
  - III. Keep a record of all communications and meetings participated with stakeholders.
  - IV. Establish a system for stakeholders' engagement and participation through the project.

5.5.3 Supply of clean power to the weighbridge station.

5.5.4 Supply and maintenance of Office Furniture including Air Conditioning, Computer, Printers and other Office utilities.

5.5.5 Maintenance of weighing software and weighbridge management software.

5.5.6 Identify training needs and facilitate programs enhancing weighbridge operations skills to the Contractor and Procuring Entity staff.

5.5.7 Supply of required resources needed for execution of project works during operations and management such as computers, operations vehicles, PPEs, office consumables, staff drinking water, etc.

## 5.6 Assumptions and Risks:

5.6.1 Risks arising during the project will be managed through risk management framework agreed between the Procuring Entity and the Contractor.

## 5.7 Staff Required

For guidance purposes only, the minimum number of operation staff required for operating the weighbridges on full time basis are as follows:

1) Head Office Management;

a. 1 No. x Project Manager (Contractor Representative) = Total 1.

b. 1 No. x Operations Manager = Total 1.

c. 1 No. x Technical Manager = Total 1.

## 2) Site Personnel;

- a. 1 No. x Shift Manager (per shift - per Mombasa site) = Total 4.
- b. 1 No. x Shift Manager (per shift - per Nairobi site) = Total 4.
- c. 1 No. x System Administrator (per shift - per Mombasa site) = Total 4.
- d. 1 No. x System Administrator (per shift - per Mombasa site) = Total 4.
- e. 2 No. x Weighing Machine Operator (per shift per Mombasa station) = Total 24.
- f. 2 No. x Weighing Machine Operator (per shift per Nairobi station) = Total 12.
- g. 2 No. x Operations Assistant (per shift per Mombasa station) = Total 24.
- h. 2 No. x Operations Assistant (per shift per Nairobi station) = Total 12.
- i. 1 No. x Maintenance Technician per shift per Mombasa station = Total 4.
- j. 1 No. x Maintenance Technician per shift per Nairobi station = Total 4.
- k. 3 No. x Support Staff per Mombasa site = Total 3.
- l. 3 No. x Support Staff per Nairobi site = Total 3.
- m. 1 No. x Driver (Per shift per Mombasa site) = Total 4.
- n. 1 No. x Driver (Per shift per Nairobi site) = Total 4.

### 5.7.1 Staff Qualifications and Tasks to be Assigned:

#### 5.7.1.1 Project Manager - **Key Staff**.

##### 5.7.1.1.1 Key Qualifications.

- a) A minimum University Degree in Engineering (Electrical, Civil, Mechanical, Mechatronics or Electronics engineering) or Science (Physics, Chemistry) or Information Communication Technology from a recognized institution.
- b) Relevant Professional membership certificate in good standing.
- c) Demonstrate 5 years hands on experience in weighbridge projects of similar magnitude.

##### 5.7.1.1.2 Key Roles:

- a) Act as the primary point of contact for all communications between the Procuring Entity's representative and other stakeholders.
- b) Facilitate regular meetings to ensure all parties are informed about the weighbridge project.
- c) Facilitate timely provision of resources needed for weighbridge operations.
- d) Oversee weighbridge operations in the field, coordinate data collection, collation and analysis to inform measures for operational efficiency.
- e) Oversee performance management and improvement plans at all weighbridge stations.

#### 5.7.1.2 Operations Manager - **Key Staff**.

##### 5.7.1.2.1 Key Qualifications.

- a) A minimum University Degree in Engineering (Electrical, Civil, Mechanical, Mechatronics or Electronics engineering) or Science (Physics, Chemistry) or Computer Science, Information Technology or Information Communication Technology from a recognized institution.
- b) Relevant professional membership certificate in good standing.

- c) Demonstrate 3 years hands-on experience in managing weighbridge projects of similar magnitude and leading teams.

#### 5.7.1.2.2 Key Roles:

- a) Managing daily weighbridge operations, ensuring that activities align with established schedules and compliance requirements. This includes monitoring the performance of staff and equipment, and addressing any operational challenges that arise.
- b) Development and implementation of programs for stakeholder engagements in respect to weighbridge functions.
- c) Develop and implement a Quality Assurance Program in collaboration with the Procuring Entity's representative. Ensure that all operations comply with the schedule of requirements and conditions of contract, and continuously monitor performance to meet established targets and thresholds for weighing.
- d) Monitor weighbridge operations in the field, coordinate data collection, collation and analysis to inform measures for operational efficiency
- e) Lead, manage, and coordinate activities of weighbridge staff. Foster a team-oriented environment, ensuring that all personnel are trained, motivated, and aligned with the project's objectives.
- f) Evaluate team and project performance and develop performance improvement strategies based on observations and feedback from operations team.

#### 5.7.1.3 Technical Manager – **Key Staff.**

##### 5.7.1.3.1 Key Qualifications.

- a) A University Degree in Mechatronic Engineering or Electrical & Electronics Engineering.
- b) Certified in Cisco Certified Network Associate (CCNA) from a reputable institution.
- c) Certificate in Cyber Security Associate from reputable institution.
- d) Relevant Professional Membership certificate in good standing.
- e) Demonstrate at least 3 years hands on experience in managing similar projects.

##### 5.7.1.3.2 Key roles:

- a) Oversee the installation and maintenance of weighbridge stations, ensuring that all systems operate efficiently and comply with weights and measurements standards.
- b) Carry out and oversee the calibration of weighing equipment, ensuring accuracy and compliance.
- c) Ensure that all weighbridge operations adhere to regulatory standards and guidelines related to weights and measures. Develop and implement quality assurance programs in line with ISO 9001 and ISO 17020 requirements.
- d) Ensuring compliance with local and international data compliance laws.
- e) Manage the network infrastructure for weighbridge operations, including installation and configuration of network devices (e.g., IP switches, cameras, servers). Ensure seamless integration of various systems within a busy database management environment.
- f) Responsible for ICT security and compliance assurance
- g) Supervise the operation and maintenance of integrated weighing systems, including load cells, inductive sensors, and outdoor display units. Troubleshoot and resolve any technical issues that arise.



- h) Oversee the installation and management of weighing and security systems; such as ANPR Cameras, Scales, and access controls. Ensure that security protocols are effective and up-to-date.
- i) Provide technical support for weighbridge staff and ensure they are trained in the operation and maintenance of all weighing and security equipment. Develop training programs to enhance staff competencies.
- j) Conduct repairs on Type 3 electronic weighing equipment.
- k) Monitor the performance of weighbridge operations and generate reports on system efficiency, compliance, and any technical issues encountered. Propose improvements and upgrades based on operational data

#### 5.7.1.4 Systems Administrator – **Key Staff.**

##### 5.7.1.4.1 Key Qualifications.

- a) Bachelor of Science in Computer Science / Information Technology/ Bachelor Information Communication Technology.
- b) Cisco Certified Network Associate (or equivalent).
- c) Demonstrate 3 years hands on experience in similar projects.

##### 5.7.1.4.2 Key roles:

- a) Maintain the network infrastructure at weighbridge station, ensuring optimal performance, security, and reliability of all network components.
- b) Collaborate with Procuring Entity's technicals staff to integrate various system and applications to ensure seamless communication and data exchange.
- c) Administer database at weighbridge stations, including setup, maintenance, and optimization, to ensure data integrity and availability.
- d) Provide technical support to weighbridge users, including troubleshooting issues related to systems.
- e) Generating reports on key system metrics and identifying areas for improvement.
- f) Provide training to weighbridge staff on new systems and applications as needed.
- g) Implement security protocols for network and database systems at the weighbridge systems, ensuring compliance with industry standards and safeguarding sensitive information.
- h) Facilitate communication between technical teams and non-technical staff, ensuring that all parties are informed about system operations and changes.
- i) Generate, compile and send reports to the Procuring Entity.

#### 5.7.1.5 Shift Manager – **Key Staff.**

##### 5.7.1.5.1 Key Qualifications.

- a) Diploma from a recognized institution.
- b) Demonstrate 3 years hands on experience in similar projects.

##### 5.7.1.5.2 Key roles:

- a) Oversee the administration of weighbridge operations, ensuring compliance with relevant policies and procedures.
- b) Assist in the management of technical facilities and projects, contributing to the efficient functioning of weighbridge activities.

- c) Facilitate effective communication among staff, stakeholders, and external parties, ensuring that all operations run smoothly.
- d) Support project performance monitoring and evaluation efforts to assess operational efficiency and effectiveness.
- e) Utilize desktop computer applications to manage data, generate reports, and support decision-making processes related to weighbridge operations.

#### 5.7.1.6 Weighing Machine Operator – **Key Staff.**

##### 5.7.1.6.1 Key Qualifications.

- a) Certificate in ICT or International Computer Driver's License (ICDL).
- b) Demonstrate 2 years hands on experience in weighbridge operations.

##### 5.7.1.6.2 Key roles:

- a) Operate computer system that controls the weighing scale to get masses from the scale.
- b) Verify vehicle and cargo information into the weigh software and ensure that each ticket contains precise data. Validate essential vehicle details, including license plate numbers, type of vehicle, and any relevant identification information, to ensure accurate tracking and reporting.
- c) Print and issue weight tickets to drivers when needed.
- d) Advise drivers on the outcome of their vehicle weights, providing clear and concise explanations of the results.
- e) Assist drivers in interpreting their weigh tickets, explaining the information presented, such as gross weight, net weight, and any deductions or allowances.
- f) Maintain an incident record book to document any unusual occurrences during weighbridge operations, such as vehicle accidents, disputes over weights, or technical issues with the weighing equipment.
- g) Direct vehicles to the appropriate areas based on their classification and weighing results.

#### 5.7.1.7 Operations Assistant – **Key Staff.**

##### 5.7.1.7.1 Key Qualifications.

- a) Certificate in ICT or International Computer Driver's License (ICDL).
- b) Demonstrate 1-year hands on experience in weighbridge operations.

##### 5.7.1.7.2 Key roles:

- a) Direct Vehicles as they access the weighbridge scale.
- b) Assist the Computer Operator in reading cargo and vehicle details. Such as vehicle license plate numbers, type of vehicle, and any relevant identification information, to ensure accurate weighing and reporting.
- c) Handover and interpret weight tickets to drivers as may be required.
- d) Advise drivers on the outcome of their vehicle weights, providing clear and concise explanations of the results.
- e) Assist drivers in interpreting their weigh tickets, explaining the information presented, such as gross weight, net weight, etc.

#### 5.7.1.8 Maintenance Technician – **Key staff.**

#### 5.7.1.8.1 Key Qualifications.

- a) Diploma in Electrical & Electronics Engineering, Mechatronic Engineering, Electrical Engineering, Medical Engineering, Systems Engineering, Electrical & Communications Engineering, Electronics & Systems, Instrumentation & Control, Information Technology or Computer Engineering.
- b) Demonstrate 2 years hands on experience in similar activities.

#### 5.7.1.8.2 Key Roles:

- a) Perform maintenance and repair on Type 3 electronic weighing equipment to ensure accurate and reliable operations for business continuity.
- b) Troubleshoot both hardware and software issues related to weighbridge operations, resolving technical problems to minimize downtime.
- c) Install, upgrade, and monitor weighing systems, ensuring that all equipment is current and functioning optimally.
- d) Assist in the calibration of weighbridges, ensuring compliance with regulatory standards and maintaining measurement accuracy.
- e) Manage the networking of electromechanical systems, including hardware, software, and servers, to ensure seamless communication and integration within the weighbridge infrastructure.
- f) Maintain detailed records of maintenance activities, repairs, calibrations, and compliance checks. Prepare reports for management and regulatory bodies as required.

### 5.8 Technical Specification for the Weighbridge System.

#### 5.8.1 General

5.8.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

5.8.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.8.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

#### 5.8.2 Multi-Deck Static Scales x 6 Units.

The Static Scale shall include a minimum of below electrical, mechanical, hydraulic and electronic components as specified below.

S/n.	Item	Minimum Specifications
1	Construction Design	The construction design of the Static Scale shall be such that when a fully laden vehicle is placed on the decks, the decks shall not become fatigued or distorted.
2	Scale Decks	Independent steel multideck scale build on reinforced concrete platform (elevated Static Scale).



		<p>The scale decks shall have the following minimum dimensions to provide for individual axle loading measurements:</p> <ul style="list-style-type: none"> <li>a) Platform 1 (Deck A): 3 m x 3.5 m (inner width) (steering axle deck)</li> <li>b) Platform 2 (Deck B): 6 m x 3.5 m</li> <li>c) Platform 3 (Deck C): 7 m x 3.5 m</li> <li>d) Platform 4 (Deck D): 6 m x 3.5 m</li> </ul>
3	Scale Deck Supports	Each scale deck shall be supported by four (4) load cells to measure the mass of the vehicle.
4	Corrosion Protection	All steel structure elements of the Static Scale shall be protected against corrosion. Note that the minimum thickness of the anti-corrosion coating shall be 55 µm for the primer and 30 µm for the covering coat. To be repainted annually.
5	Dimensioning	The Static Scale shall be properly dimensioned to withstand all the forces and masses susceptible to be applied during normal life span of the structure.
6	Accuracy	High accurate scale: The scale shall be accurate with an error tolerance of <1% and shall have a nominal weighing capacity of at least 120000 kg whereby it shall weigh up to 40000 kg per dual axle group and up to 45000 kg per triple axle groups.
7	Design	<p>Above underground weighbridge is proposed.</p> <p>Foundation:  <math>125=2800+200+5800+200+6800+200+5800+125=22050</math>.</p> <p>Scale Height: 350mm</p> <p>Installation Height: 440mm</p> <p>Beam Height: 320mm*8pcs</p> <p>Long direction Centre distance (mm): 2800,5800,6800,5800.</p> <p>Wide direction centre distance (mm): 2900</p> <p>Steel tyre guides shall be designed as an integral part of the scale decks. The tyre guides shall be strong enough to withstand the masses of the fully laden vehicle, as a security measure in guiding the vehicle driver onto the scale. The minimum thickness of the scale decks shall be 12 mm.</p>
8	Deck Securing	<p>All decks shall be secured to main and cross bearers with a minimum of 14 mm galvanised mild steel bolts.</p> <p>The heads of the bolts shall be level with the deck plates or otherwise slightly below.</p> <p>Spring washers shall be used on all nuts.</p>

		<p>The steel decks shall be in firm contact at all points of support and its surface shall be absolutely level to provide good load distribution at all times.</p>
9	Load Cells	<p>The multi-deck static scale shall have four (4) load cells for each scale deck, totalling to 16 for a four (4) deck Static Scale, to measure the mass of the vehicle.</p> <p>Each load cell shall be connected to the deck by means of a mounting bracket. The mounting bracket shall protect the load cell from thermal expansion of the platform or its deflection and any horizontal forces due to the movement of vehicles.</p> <p><b>Note:</b> that the platform should be fixed in order to minimize any lateral movement.</p> <p>Sensitivity: 2.0mV/V.</p> <p>Capacity: Each load cell shall have a capacity of not less than 30000 kg with at least 150% safe overload and at least 300% ultimate overload capability without damage occurring to the load cells or other parts of the scale.</p> <p>Material: The body of the load cell shall be manufactured from stainless steel material, grade 304 or better, precision machined, and shall be provided with drift compensated strain gauges matched to the material in use</p> <p>Life span: not less than 1000000 cycles.</p> <p>The load cell shall be designed to withstand horizontal disturbing forces associated with the acceleration and deceleration of vehicles on the scale, without any change in the measuring result.</p> <p>The error in zero-point and sensitivity caused by temperature changes shall be compensated for and the load cell's sensitivity shall be adjusted to its nominal value.</p> <p>Adjustment: Individual adjustments of each load cell shall be possible to ensure that weighing is within tolerance for mass placements.</p> <p>All load cells shall perform accurately under all types of weather conditions, e.g. being dry, wet and/or high humidity.</p> <p>Load cells shall be interchangeable, meaning that all load cells supplied shall be of the same type and manufacture.</p> <p>Each load cell shall have a tolerance of 0.1%.</p> <p>Each load cell shall be capable of carrying the specified loads plus any dynamic shock loads presented by the vehicle or its load.</p> <p>The load cells shall have inherent lateral stability and rigidity (allowing movement only in the vertical plane). The methods employed for preventing lateral movement shall not jeopardise the accuracy of the measured results and shall at the same</p>

		<p>time place no restriction on the downward force on the load cells.</p> <p>The cabling between the load cells and transmitter/controller shall be as short as possible, screened and armoured for added environmental and vermin/rodent protection.</p> <p>OIML Certified: All load cells that are to be supplied shall be accompanied by a OIML type approval and test certificate, which shall be handed over on delivery of the completed unit.</p> <p>The load cells shall correctly convert and transmit the applied mass to the digital display board and printer, which will be situated in the scale office adjacent to the scale.</p> <p>IP: Minimum 68 protection class or higher.</p>
10	Scale Indicator	<p>Each Scale shall be fitted with a Scale Indicator with below specification;</p> <p>Enclosure: Stainless steel (IP69K Certified) vent ventilation.</p> <p>Tilt stand with provisions for desk, wall and column mounting.</p> <p>Stainless steel panel mount: Stainless steel with easy access to interface connections.</p> <p>Remote inputs: Minimum three TTL or voltage free logic level inputs can be received for basic key functions or application program events.</p> <p>Standard Outputs: minimum three outputs can be used for system variable setpoints or in combination with application program events.</p> <p>Serial Ports: Minimum of three serial ports. Including</p> <ul style="list-style-type: none"> <li>- Comm 1 RS232 full duplex</li> <li>- Comm 2 RS232 full duplex</li> <li>- Comm 3 RS232 full duplex</li> </ul> <p>Manual and Auto print function Supports SMA, ENQ and NCI command response protocols and broadcast Supports BSQ digital bench base</p> <p>USB Host (2). A minimum of two USB Host ports for: Printer, USB flash memory and Remote USB keyboard.</p> <p>Ethernet: ability to support ten independent devices. (DHCP, UDP Sockets, TCP/IP (Procuring Entity or server), embedded web server, email, SMA, NCI, FTP, ENQ and Broadcast).</p> <p>Field Bus: Ethernet/IP™ and Modbus-TCP</p> <p>Power Requirements: Line voltage: 110-240 VAC nominal), frequency 50 or 60 Hz, 12 to 36 VDC.</p> <p>Analog Signal Input Range: -1 mV/V to 5 mV/V.</p>



		<p>Analog Signal Sensitivity: 0.1 <math>\mu\text{V/V/divisions}</math> minimum 0.5 <math>\mu\text{V/V/divisions}</math> recommended.</p> <p>Circuitry Protection: RFI, EMI and ESD protection (10 V/m minimum RFI noise immunity).</p>
11.	Confinement and Restraining of Scale Decks	<p>The stabilisation of the deck is necessary to minimise as far as possible the excessive free movement of the deck whilst weighing vehicles. Adequate means shall be provided to prevent the decks from hitting the surrounding pit frame due to horizontal movement without impeding on the results of the measurement and without damaging the structure of the scale pit. A bumper plate mechanism shall be designed to ensure that any impact forces due to deck movement are adequately absorbed without causing damage to the structure of the scale pit. The suspension provided for the decks shall be designed to dissipate the lateral force in any direction and shall minimise horizontal movement when a vehicle stops on the scale decks.</p>

### 5.8.3 Public Address System x 6 Units

S/n.	Item	Minimum Specifications
1	Design functionality	<p>The public address system shall consist of a stand-alone audio system to facilitate one-way communication from the weighing machine operator to the drivers of the vehicle being weighed on the Scale.</p>
2	Specification	<p>Power Output: 75W Max., 50W RMS at 10% THD, 45W RMS at 5% THD.</p> <p>Output Regulation: <math>\leq 2</math> dB, no load to full load at 1kHz.</p> <p>Input Channels: 3 <math>\times</math> Mic 0.6mV/4.7k<math>\Omega</math>, 1<math>\times</math>Aux 100mV/330k<math>\Omega</math>.</p> <p>Frequency Response: 50-15,000Hz <math>\pm 3</math>Db.</p> <p>Signal to Noise Ratio: 55dB.</p> <p>Speaker Outputs: 4<math>\Omega</math>, 8<math>\Omega</math>, 16<math>\Omega</math> &amp; 100V. Public address outdoor mount horn speaker is proposed.</p> <p>Digital Player: MP3 Player with USB, SD, MMC Card Reader &amp; Bluetooth. The operator should be able to press a button on the microphone to talk, without the need to flip controls on the amplifier to switch between the computer and the microphone inputs.</p> <p>Power Supply: AC: 220-240V 50/60Hz, DC: 12-14V Car Battery).</p> <p>A desktop mounted gooseneck microphone with an illuminated push-to-talk button on the base is proposed.</p>
3	Wiring	<p>The output shall be short-circuited protected. No section of the wiring shall be exposed. Where the wiring is routed against the inside building walls, it shall be routed in trunking and against the outside building walls or against a mounting pole, or it shall be routed in galvanised conduit.</p>

#### 5.8.4 External Weight Display x 6 Units

S/n.	Item	Minimum Specifications
1	Capability	The outdoor display board shall indicate the mass of each individual scale deck and the Gross Vehicle Mass or Gross Combined Mass.
2	Installation	The display unit shall be installed at the outside of the scale office at a location where the driver of the vehicle being weighed can clearly see the readings without exiting the vehicle.
3	Design Features	<p>The design and selection of the display shall be such that effects of direct sunlight do not influence the readability of the characters.</p> <p>The enclosure for this display board shall be rated minimum IP65 and shall be equipped with a suitable sized canopy to provide further protection against weather conditions.</p> <p>The minimum height of the digital characters shall be not less than 75 mm and shall be clearly visible at a distance of at least 25 m.</p>

#### 5.8.5 Automatic Number Plate Reading (ANPR) Cameras x 6 Units

S/n.	Item	Minimum Specifications
1	Capture	Ability to capture/recognize the front number plate of the vehicles.
2	Night and Day Operation	Ability to perform day and night operation with highly sensitive camera that is highly integrated with infrared LED illumination.
3	IP Rating	Rated minimum IP66 - robust and water proof, able to withstand adverse weather conditions and extreme harsh conditions
4	Wide Angle Capture	Standard Wide-angle and suitable for capture of traffic on a single lane of width 3.5m. to 4.0m.
5	Triger Functionality	Ability to respond to an external trigger necessary to capture the image of the number plate for image processing and storage.
6	Time Stamping Functionality	The ANPR Camera software should be able to append a timestamp to the images captured and processed.
7	Maintenance	Largely maintenance free with an extended service life.
8	Image capture	The system shall be able to capture vehicle registration numbers from both reflective and non-reflective number plates.

#### 5.8.6 Optical Camera Recognition (OCR) Cameras x 6 units.

S/n.	Item	Minimum Specifications
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1	Capture	Ability to capture/recognize the container maximum gross weight (MGW) and container number.
2	Day and Night Operation	Ability to operate in both day and night conditions using high-sensitivity camera integrated with infrared (IR) LED illumination.
3	IP Rating	Rated minimum IP66 – ruggedized and weatherproof, capable of withstanding harsh outdoor and adverse weather conditions.
4	Wide Angle Capture	Standard Wide-angle and suitable for capture of traffic on a single lane of width 3.5m. to 4.0m without distortion affecting OCR accuracy.
5	Triger Functionality	Ability to respond to an external trigger (from weighbridge controller, loop detector, or PLC) to capture images for OCR processing and storage.
6	Time Stamping Functionality	The Camera software shall automatically append a timestamp to the images captured.
7	Maintenance	Designed to be largely maintenance -free with an extended service life suitable for continuous roadside operation.
8	Image capture	The system shall be able to capture and recognize characters from both reflective and non-reflective surfaces under varying lighting conditions.

#### 5.8.7 Overview Cameras/Network x 18 Units.

S/n.	Item	Minimum Specifications
1	Clear Image Capture	shall be able to capture a clear colour image / video of the front or rear of vehicles when stationery or driving at a speed of up to 30 km/hr.
2	Autofocus	shall have auto-focus and brightness control.
3	Sensitivity	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.
4	IP Rated	shall be rated minimum IP66 – robust and water proof, able to with stand adverse weather conditions and extreme harsh conditions.
5	Wide angle capture	Standard Wide-angle and suitable for capture of traffic on a lane of width 3.5m to 4m.
6	Triger Mechanism	Respond to an external trigger necessary to capture the image of the Vehicle.
7	Time stamping functionality	Ability to append a timestamp to the images captured and processed.

#### 5.8.8 CCTV Cameras.

Item	Minimum Specifications
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Inside x 12 units	Dome Cameras. IP indoor 4mp cameras with night vision and audio capability
Outside x 18 units	Bullet Cameras. IP outdoor 4mp cameras with night vision, audio capability and view distance of 40-100m
Outside x 6 Units	PTZ Cameras. Outdoor 4mp for back up viewing
Accessories	Manholes, ducting power cables and accessories for roadside CCTV camera poles.

#### 5.8.9 Digital/Network Video Recorders x 6 Units.

Item	Minimum Specifications
Type	Minimum 16CH Network Video Recorder with a minimum 8TB HDD.
Specifications	Capable of storing video streams from at least 8 cameras (allowing 3 spare cameras). The storage capacity should allow for at least 60 days.
Off Site Back-up	Minimum 4TB HDD

#### 5.8.10 Radio Frequency Identification (RFID) x 6 Units

1	Capability	Capable to integrate with other state agencies such as NTSA.
2	Read Range	(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)
3	Dimensions	Minimum Dimensions: 260mm x 157mm x 65mm (10,23 x 6,18 x 2,56 inch)
4	IP Class	Minimum IP 64 (with protection cap).
5		Anti-Collision, Output of RSSI values and phase angle, Battery assisted Real Time Clock that supports encrypted transporter communication, Secure Key Storage, Config Cloning function.
6	Power Input	Power Supply: 24V DC (+- 20%). Power Consumption: Max. 24 VA**
7	Operating Frequencies	Version EU: 865 MHz to 868 MHz Version FCC: 902 MHz to 928MHz
8	Power Output	Output Power: Min. 100Mw to max. 2W Configurable in steps of 100mW

9	Antenna Connection	Antenna Connector 4 x SMA – Female (50 Ohm), integrated Multiplier, supplier of external Multiplexer, support of external Multiplexer ID ISC.ANT.UMUX
10		RF – Diagnosis RF-Channel monitoring, Antenna SWR Control, internal overheating control
11	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
12	Interface	Interfaces RS232, Ethernet, USB, Wiegard (Scan Mode Interface)
13	Protocol Modes	ISO Host Mode, Scan Mode (HID), Notification Mode, Buffered Read Mode
14	Environmental Conditions	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
15	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

#### 5.8.11 Long Range Reader Antenna x 6 Units.

1	Dimensions	Not less than 288 mm x 288 mm x 65mm or more than 576 mm x 288 mm x 80 mm
2	Protection	Housing: PC / Aluminium Protection Class: minimum IP65
3	Beam	Support 3 dB beam width 65° x 65° and 30° x 65°
4	Connection	Antenna Connection: TNC socket (50 Ohm)

5	Temperature Range	Temperature range: 25°C to 55°C, Operation Storage: 25°C to 80°C
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**5.8.12 Computer, Servers and Peripheral devices for recording, displaying, printing and transferring information.**

1	Weighing Computer x 13 Units.	Processor: Minimum Intel® Core™ i7 (Minimum 3.6 GHz, 8 MB L3 cache, 8Cores), Memory 16 GB DDR4,  Hard Disk: 256 SSD and 1TB HDD, Display Monitor 27" Anti-glare; Windows 10, Microsoft Office 2019, Anti-Virus.  Note: ALL Licenses to be under Procuring Entity.
2	Laptops x 3 Units.	Each laptop shall be of the latest generation, equipped with an Intel Core Ultra 7 or higher processor (or equivalent), a minimum of 32 GB DDR5 RAM, and 1 TB PCIe NVMe SSD storage. The laptop shall feature a 14-inch or 15.6-inch high-resolution anti-glare display, integrated or dedicated professional graphics where required, and advanced connectivity including Wi-Fi 6E, Bluetooth, and multiple USB-C/Thunderbolt ports. Security shall include TPM 2.0, Secure Boot, BIOS-level protection, and biometric authentication. The laptop shall operate on a validly licensed Windows 11 Pro operating system, support extended battery life with fast charging, and be supplied with a minimum three (3) year comprehensive on-site warranty, preferably with next-business-day support.)
3	Printer x 6 Units	Minimum specs; Print speed letter: Up to 40 ppm (black), Print Technology Laser, Processor speed 800 MHz, Paper trays standard 4, Ports 1 Hi-Speed USB 2.0 Device; 1 Gigabit Ethernet 10/100/1000 Base-T; 1 Hi-Speed USB 2.0 Easy Access USB, Paper handling output 250, Paper handling input 100.
4	Wide Area Network Switch x 12 Units	Minimum specs; each (2 X 24 Port) 10/100/1000Mbps data PoE+ and UPOE 2 No. Single-Mode SFP up to 10G Speed 2 No. Multi-Mode SFP up to 10G Speed. 24 ports full PoE+, DRAM 4GB, Flash 4GB, Jumbo Frames 9198 bytes, Operating System. No of Network Points.  4 Pcs x Rack 42U Server Rack/cabinet 800 (W) x 1200 (D) Glass Front Door. 2 No. Patch Panels  Assorted connectivity Equipment (6m and 3m patch codes, Cat6 Cables, cat6 Dual outlets, Metal Trucking, Trucking outlets, Cable Managers etc).  Note: Vendor Support registered under Kenya Ports Authority.
5	Routers	6 x routers deployed at individual weigh stations to ensure secure and efficient data handling.  2 x router for enhanced data management capabilities across the network.



		1 x high-capacity router at the KPA Information Centre to centralize and streamline SD-WAN traffic control, optimizing connectivity and centralizing network management.
6	Data Base and reporting Server x 6 Units	<p>The Database and Reporting Servers shall host the weighbridge database, application services, and web-based reporting systems, including the storage and management of captured images of vehicle number plates and container identification markings. Each server shall be an enterprise-class desktop/tower server equivalent to the HPE ProLiant ML30, configured for high performance, reliability, and increased storage capacity suitable for mission-critical data services.</p> <p>Each Database and Reporting Server shall be fitted with an Intel Xeon E-Series processor, a minimum of 64 GB (4 x 16 GB) ECC RAM, and redundant enterprise-grade SSDs for the operating system. Data storage shall comprise a minimum of eight (8) x 2.4 TB enterprise LFF/SFF SAS/SATA drives, providing a total raw storage capacity of 19.2 TB, sufficient for transactional data, historical records, and high-resolution image storage. The servers shall support RAID protection, secure remote server management, and high availability for continuous operation. Networking shall include a minimum of four (4) x 1GbE Ethernet ports. Each server shall operate on a validly licensed server operating system and be supplied with a minimum three (3) year comprehensive on-site warranty.</p> <p>Note: ALL Licenses to be under Procuring Entity &amp; Channelled.</p>
7	Controller PC (weighbridge system controller) x 6 Units	<p>To be deployed at designated weighbridge stations for real-time transaction control and field operations. Each controller PC shall be based on an enterprise grade desktop server platform equivalent to the HPE ProLiant ML 30, designed for continuous 24/7 operation in a roadside and semi harsh operating environment.</p> <p>Each Controller PC shall be equipped with an Intel Xeon E-Series processor, a minimum of 64 GB (4 x 16 GB) ECC RAM, and enterprise-class storage comprising SSD-based storage for the operating system and four (4) x 2 TB LFF/SFF SAS/SATA drives for application and transactional data. Networking shall include a minimum of four (4) x 1GbE Ethernet ports.</p> <p>The Controller PCs shall support seamless integration with weighbridge indicators, OCR cameras, ANPR systems, boom barriers, and associated peripheral devices through Ethernet, USB, and serial interfaces. Security features shall include TPM 2.0, UEFI Secure Boot, and firmware-level security protections. Each unit shall operate on a validly licensed operating system and shall be supplied with a minimum three (3) year comprehensive on-site warranty, ensuring maintainability and reliability for field operations.</p> <p>Note: ALL Licenses to be under Procuring Entity &amp; Channelled.</p>
8	File and Backup Solution	The File and Backup Solution Server shall provide centralized storage, backup, and recovery services for weighbridge operations. The server shall be based on an enterprise-grade

	Server x 2 units	<p>2U rack-mountable platform equivalent to HPE ProLiant Gen11, configured for high performance, redundancy, and reliability. Other details include:</p> <p>Processor: Intel® Xeon® Scalable (Gen4 / Gen11 equivalent), 16–32 cores, 2.1–3.8 GHz, L3 cache ≥ 16.5 MB</p> <p>Memory: 128 GB DDR5 ECC RAM (8 × 16 GB)</p> <p>Storage: 16 × 2.4 TB SFF SAS hot-plug drives, HPE Smart Array P408i-a SR Gen11 controller, RAID support 0/1/5/6/10</p> <p>Networking: Embedded 2 × 1GbE ports + 1 dedicated 1 GbE management port</p> <p>Power: 2 × 800 W Platinum hot-plug redundant power supplies</p> <p>Operating System: Windows Server Standard 2022 (validly licensed).</p> <p>The server shall support secure backup and archiving of transactional data, OCR/ANPR images, and historical records.</p>
9	Interface and Video x 2 Units	KVM console front panel, integrated 2D graphics with 512 MB DDR4 shared memory, 16 MB dedicated Matrox video memory. Warranty: Minimum three (3) year comprehensive on-site support.
10	Small Form-Factor Pluggable module (SFP) x 6 pairs	Suitable for networking to the fibre network.
11	Digital Input/Output Module x 12 Units	At least 4 inputs and 8 relay outputs. The module should support the MQTT protocol to communicate via TCP/IP with the TC Controller.

#### 5.8.1310 kVA Station UPS Specification x 6 units.

Item	Minimum Specifications
Power Rating (kVA)	10 kVA
Input Voltage	220 - 240 V
Voltage Range Without Battery Operation	Nominal (Full Load): 176V - 288V AC; Maximum: 100 - 288VAC
Frequency Range	40~70Hz
Surge Protection	IEC 61000-4-5, ANSI C62.41, Category B
Battery Waveform	Pure Sine Wave
Battery Type	Lithium-Ion (LiFePO4)
Recharge Time (from full discharge)	< 2hrs to 90%

Full-Load Runtime	>4 min
Half-Load Runtime	>11 min
Operating Temperature, °C (°F)	0°C to 40°C (32°F to 104°F) (10% Derating at 50°C)
Storage Temperature °C (°F)	-20° to 60° (-4° to 140°)
Warranty	Minimum 5 years on UPS and Battery

#### 5.8.148 KW Solar Power Backup Plant x 6 units.

Item	Minimum Specifications for each station
Panel	8 KW Solar Power PV Plant with 25 years linear warranty.
Inverter	5KW Hybrid Inverter with remote monitoring including 5 years warranty.
Batteries	10KWh lithium-ion phosphate battery of 6000cycles including 10 years warranty
Accessories	All required accessories for complete setup.

#### 5.8.15Office Desks and Chairs

Item	Minimum Specifications
15 Pcs x Office Desk / Computer work station	Office Work Desk on Panel Legs Complete with Extension and Drawers Mobile Pedestal (L 1.6M X W 0.8M X H 0.75M)
21 Pcs x Chairs	High Back Chairs with Adjustable Arms, Headrest, Height, Tilt and Locking.

#### 5.8.16Traffic Control Booms x 12 units

Item	Minimum Specifications
Operating Voltage	240V AC+/- 10%.
Motor Power	60W.
Output Shaft speed	10RPM.
Barrier Raise Time	3 Seconds.
Pole Type	Aluminium; Round Profile, 76 mm DIA with red reflective tape.
Enclosure Material	Mild Steel/Stainless steel
Accessories	Articulated Arm Kits, Aluminium boom skirts, magnetic tip lock.

#### 5.8.17Traffic Lights x 12 Units

Item	Minimum Specifications
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Setup	one unit at the stop line, and one at the end of the scale). 2-aspect unit with one red and one green lens.
Specifications	IP66 rated, Vandal resistant, 25 LEDs/ 50 Lux, 120 mm lens size.

#### 5.8.18 Air Conditioners x 6 Units

Item	Minimum Specifications
Type	Split air conditioner, complete with its accessories. (LCD wireless remote control, extension of drainage, power sockets and fasteners).
Capacity	Capacity 18,000 BTU/HR.
Compressor	Low Noise and highly efficient.
Fan speed	4 Stage.
Guard	AVS 15 amps (Guard).
Air Filter	Removable washable air filter.

#### 5.8.19 Weighbridge Management Software.

Item	Minimum Specifications
Weighbridge Management System x 1 Software.	<p>Web based software is proposed featuring:</p> <p>Powerful Dashboard - Overview of weighbridge performance, trend analysis, system availability, etc,</p> <p>Vehicle Weigh Module;</p> <ul style="list-style-type: none"> <li>- Weigh vehicles and generate weight certificates as required, indicating axle load distribution and comparing measured weights against permissible limits, with any violations clearly identified.</li> <li>- The data recorder shall be capable of storing accumulated net weight data during each weighing operation and must provide sub-totals as well as a complete record of each weighing transaction.</li> <li>- It must be able to recall gross, tare and net weight values.</li> <li>- The system shall include an option to store tare weights and utilize the stored vehicle tare data for automatic net weight computation, through pre-authorization process.</li> <li>- Capture vehicle weigh details such as registration number, weighing /consecutive number, vehicle classification, axle</li> </ul>

	<p>configuration, timestamp, etc; as well as cargo information such as order reference number, commodity code, carrier name, cargo type, container details, container maximum gross weight (MGW), expected cargo gross weight, destination, and related fields. i.e Support weighing of containers, bulk cargo, break-bulk, and general cargo.</p> <ul style="list-style-type: none"> <li>- Export and print reports in multiple formats (PDF, Excel, CSV, XML).</li> <li>- The system shall be supplied with an installer package (CD, USB, or equivalent) complete with all required drivers and an installation manual, to enable reinstallation in the event of computer failure.</li> <li>- The system shall be integrated with the OCR Cameras and the RFID.</li> <li>- Provide optional integration for smart cards, or fleet databases, etc for future expansion.</li> </ul> <p>Traffic Control Module - Controlling various electro mechanical equipment.</p> <p>TOS interfacing Module - Exchange weigh data with Procuring Entity Terminal Operating System.</p> <p>Reporting Module - shall support generation of custom reports through the application of various user-defined filters.</p> <p>User Management Module - Managing users, access control. Role-based access control with authentication levels. Restrict sensitive actions (e.g., editing tare data, certificate generation). Provide encrypted storage and secure data transfer.</p> <p>Storage &amp; Backup - Provide automated and manual backup options. Allow offline operation with sync capability when a connection is restored.</p> <p>Support mobile scanning, QR-code certificates verification, and vehicle e-clearance.</p> <p>Financial Module - Tracking weigh transactions.</p>
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#### 5.8.20 Container Weighing Office - 6 Pcs x 40 FT Container:

Item	Minimum Specifications
Size	40 ft ISO prefabricated container office as per specifications.
Installation	<p>Installed about at least 0.5 meter from ground using 6 no's reinforced concrete pillars.</p> <p>It shall be fitted with access staircase for the office entrance.</p>

Partitioning (millimetres)	Weighing room: 1 x (11525 x 2330 x 2380) Server room: 1 x (1200 x 2330 x 2380)
Windows (millimetres)	Clear sliding glass windows protected by strong grills as below.  Weigh Room: 1 x (1700 x 1250).  Server Room: 1 x (900 x 1250).
Doors	Standard size strong sliding steel doors fitted with manual locking mechanism.  Weigh office doors shall be fitted with biometric access controls.
Canopy	The fabrication of a 1500 mm canopy roof shall be done on site leaning on the back side of the container to help in water harvesting and prevent rain water getting into the office through the windows/ doors. Gutters shall be installed to collect rain water.
Paint Finishing	At least 2 coats of rust resistant paint internal and external structures.
Ventilation	The weighing room shall be fitted with a suitable air conditioner unit as per the specifications provided. Provision for mounting of the air conditioners should be included.
Colours	Finish: KPA Cooperate colours as guided by Procuring Entity.
Floor Finish	Ant-sliding tiles of suitable colours or as guided by Procuring Entity representative.
Wall Finish	RCP boards with heat resistant lining between the container steel wall and the RPC board. The RPC board shall be finished with at least 2 coats of high-quality interior glossy paint.
Roof Finish	Gypsum lining finished with high quality gloss paint.
Wiring	Adequate wiring for power sockets and lighting in line with KPLC guidelines and guided by best industry practise.  240 VA 1phase 50 Hz (for electrical connection).  Each room to be fitted with a 20 W LED light.  Each office to be provided with 1 x high quality twin sockets on each two opposite walls.  Provision for 'ready to connect' with KPLC and Solar plant is required.

#### 5.8.21 Fire Extinguishers for each weigh station.

Item	Minimum Specifications
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Carbon Dioxide extinguisher x 6 Pcs	9kg fire extinguisher.
Dry Powder extinguisher x 6 Pcs	9kg fire extinguisher.
	All extinguishers shall be fitted as per industry regulatory /DOSH guidelines.
Fire Alarm System x 6 Pcs	A complete fire alarm system on each container office shall consist of two smoke detectors, one thermo detector, fire alarm sounder, and two break glass detectors.

#### 5.8.22 Biometric Access Control Systems

Item	Minimum Specifications
Biometric Access Controls x 6 Units	<p>Shall:</p> <p>Be an IP based Biometric access control system.</p> <p>Be fitted at each weighing office door and integrated with Procuring Entity security system.</p> <p>Include magnetic door locks.</p> <p>Use unique fingerprint technology.</p> <p>Be an all-weather devise.</p> <p>Display: 2.1-inch TFT LCD Colour Screen.</p> <p>Fingerprint Capacity: 3000</p> <p>Card Capacity: 5000 (Optional) ID/ Mifare/ HID card</p> <p>Transaction Capacity: 100,000.</p> <p>Sensor: ZK Optical Sensor.</p> <p>Communication: RS232/485, TCP/IP, USB-host.</p> <p>Access Control Interface: 3rd Party Electric Lock, Door Sensor, Exit Button, Alarm, Doorbell.</p> <p>Wiegand Signal: Input, Output, SRB.</p> <p>Functions: DST, Record Query, Anti-pass back, External RS485 fingerprint reader.</p> <p>Power Supply: 12V DC, 3A.</p> <p>Operating Temperature: 0°C- 45°C</p> <p>Operating Humidity: 20%-80%</p> <p>SDK and Software: Standalone SDK, ZK Access 3.5 software.</p>

#### 5.8.23 Miscellaneous x 6 Stations

Equipment Poles, mounting brackets, cables, connectors, conduits, equipment enclosures, weather proofing requirements for all outdoor items, (example canopy of outdoor cameras and the LED displays)	As per the bidder provided technology specifications /requirements.
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#### 5.9 Method Statement.

The bidder shall provide main features of the expected method of carrying out the contract, including indicating the process, material, personnel, layouts and equipment inputs as may be required.

#### 5.10 Work Schedule.

In the methodology statement, the bidder is required to submit a comprehensive schedule of activities accompanied by a detailed manpower deployment plan. This plan should ensure the effective execution of all assigned duties and responsibilities. The layout for presenting this information is provided in the standard tender form (FORM -WORK SCHEDULE).

The schedule must include:

- Timelines: Clear timelines for each activity, indicating start and end dates.
- Activity Breakdown: A detailed breakdown of all activities involved in the project.

#### 5.11 Facilities To Be Provided;

##### 5.11.1 By the Procuring Entity;

- a. The Procuring Entity shall provide space and necessary support required for execution of the contract during the construction phase and implementation phase.

##### 5.11.2 By the Contractor;

- a. The contractor shall provide all necessary equipment, tools and inputs to deliver the required services as guided in the schedule of requirements / terms of reference.
- b. The contractor shall be required to provide project vehicles with below specifications: 3 No. x Double Cabin Pickup, Minimum 2400 CC in serviceable condition to be used by contractor during management and maintenance periods (the cost of this item shall be factored in the cost for operations, maintenance and management) and Provision of operations vehicle to be used by Procuring Authority during Installation periods with below specifications: Vehicle: 1 No. x Double Cabin Pickup, Minimum 2400 CC and Mileage of <10,000 Km. (the cost of this item shall be factored in cost for Installation and commissioning)

#### 5.12 Project Reporting

##### 5.12.1 Report Language

All reports shall be written in English.

##### 5.12.2 Types of Reports, Reporting Frequency and the Copies Required.

The Contractor is required to prepare and submit the following reports during the execution of the works contract.

<b>Report Type</b>	<b>Frequency</b>	<b>Number of Copies</b>
Project Commencement	One time - Within one month after taking over the facilities	2 Hard copies and a Soft copy.
Milestone Report	One month after completion of every milestone	2 Hard copies and a Soft copy.
Daily Operations Report	Daily - The day following the end of reporting day.	Soft Copy
Monthly Progress Management	Monthly - Within 5 Days after lapse of the reporting month.	2 Hard copies and a Soft copy.
Quarterly Summary	Every 3 Months - Within 5 days the end of each reporting period.	2 Hard copies and a Soft copy.
Annual Summary	Annually - Within 8 days after the conclusion of the year.	2 Hard copies and a Soft copy.

### 5.12.3 Hard Copy Report Submission:

#### 5.12.3.1 Delivery Mode:

Contractor own delivery or use registered courier operator.

### 5.12.4 Final Project Completion Report:

This report will provide a comprehensive evaluation of the project in relation to the Management Contract. It will include:

- A summary of the principal difficulties encountered during implementation and the strategies employed to address the challenges.
- Any changes made to the original operations schedule.
- Project progress reports during the installation and management phases.
- Overall observations or recommendations that the Contractor wishes to bring to the attention of the Procuring Entity regarding the contract.

### 5.12.5 Documentation on Facilities Provided by the Contractor:

The Contractor is required to provide comprehensive documentation on the facilities supplied, including the following:

- Installed system architecture diagrams.
- Software Manuals (User manual and descriptions of each module).
- Passwords and security keys.
- Equipment user manuals (operators and maintenance).
- Setup and tests procedures (Equipment and Software).
- Records of tests conducted (Equipment and Software).
- Fault-finding procedures.
- "As installed" drawings for equipment provided and installed.

### 5.13 Drawings

In her methodology statement, the bidder is required to provide necessary drawings to illustrate the key project items proposed.

### 5.14 Inspections and Tests

The bidder is required to provide all equipment and system functionality tests as may be applicable.



### **PART III – CONTRACT**

## **SECTION VI - GENERAL CONDITIONS OF CONTRACT (GCC)**

### **A. General Provisions**

#### **1. Definitions**

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

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

- t) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- v) "Project Manager" shall be the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

## **1.2 Applicable Law**

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

## **1.3 Language**

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

## **1.4 Notices**

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

## **1.5 Location**

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

## **1.6 Authorized Representatives**

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

## **1.7 Inspection and Audit by the PPRA**

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

## **1.8 Taxes and Duties**

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



## **2. Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

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

### **2.2 Commencement of Services**

#### **2.2.1 Program**

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

#### **2.2.2 Starting Date**

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

### **2.3 Intended Completion Date**

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

### **2.4 Modification**

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

#### **2.4.1 Value Engineering**

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

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

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

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

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

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

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

### **2.5.3 Extension of Time**

Any period with in 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 their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 By the Procuring Entity**

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs(a)through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph2.2a. of Attachment1 to the GCC, in competing for or in executing the Contract

### **2.6.2 By the Service Provider**

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

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

### **2.6.3 Payment up on Termination**

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

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

## **3. Obligations of the Service Provider**

### **3.1 General**

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

### **3.2 Conflict of Interests**

#### **3.2.1 Service Provider Not to Benefit from Commissions and Discounts.**

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contractor the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

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

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

#### **3.2.3 Prohibition of Conflicting Activities**



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

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

### 3.3 Confidentiality

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

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

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

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

- a) 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 Subcontractors"),
- c) changing the Program of activities; and
- d) Any other action that may be **specified in the SCC**.

### 3.6 Reporting Obligations

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

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

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

### 3.8 Liquidated Damages

#### 3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per

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

### **3.8.2 Correction for Over-payment**

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

### **3.8.3 Lack of performance penalty**

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

## **3.9 Performance Security**

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

## **3.10 Fraud and Corruption**

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

## **3.11 Sustainable Procurement**

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

## **4. Service Provider's Personnel**

### **4.1 Description of Personnel**

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

### **4.2 Removal and/or Replacement of Personnel**

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service



Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. Obligations of the Procuring Entity**

### **5.1 Assistance and Exemptions**

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

### **5.2 Change in the Applicable Law**

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

### **5.3 Services and Facilities**

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

## **6. Payments to the Service Provider**

### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 6.2.4 and 6.3.

### **6.2 Contract Price**

- a) The price payable is **set forth in the SCC.**
- b) Price may be payable in foreign currency, if so allowed in this document.

### **6.3 Payment for Additional Services, and Performance Incentive Compensation**

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify,** the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.



6.3.3 **Where** the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: *(corrected tender price-tender price)/tender price X100*.

#### 6.4 Terms and Conditions of Payment

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

#### 6.5 Interest on Delayed Payments

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

#### 6.6 Price Adjustment

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

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

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

$A_c$ ,  $B_c$  and  $C_c$  are coefficients specified in the **SCC**, representing:  $A_c$  the non-adjustable portion;  $B_c$  the adjustable portion relative to labor costs and  $C_c$  the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and  $L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoiced date and  $L_{oc}$  is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c".

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

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

## 6.7 Day works

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

## 7. Quality Control

### 7.1 Identifying Defects

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

### 7.2 Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1 Contractor's Claims

- 8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.
- 8.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all s relevant to such event or circumstance.
- 8.1.4 The Contractor shall keep such contemporary records as may be necessary to



substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and /or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

8.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and /or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

8.1.6 This fully detailed claim shall be considered as interim;

a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

8.1.7 Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

8.1.8 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [*Extension of Time for Completion*], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

8.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

8.1.10 If the Project Manager does not respond within the time framed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [*Matters that may be referred to arbitration*].

8.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

## **8.2 Matters that may be referred to arbitration**

8.2.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Services or abandonment of the



Services or termination of the Contract by either party:

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

### **8.3 Amicable Settlement**

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

### **8.4 Arbitration**

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

8.4.2 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

8.4.3 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

8.4.4 Arbitration may be commenced prior to or after completion of the services. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the services.

8.4.5 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

### **8.5 Arbitration with proceedings**

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

8.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

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

## **8.6 Failure to Comply with Arbitrator's Decision**

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

## **9. The Adjudicator**

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



## SECTION VII - SPECIAL CONDITIONS OF CONTRACT (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Appointment of an Adjudicator shall be in accordance with the provisions of the Arbitration Act Cap 49 of the Laws of Kenya.
1.1(v)	Project Manager is <i>the General Manager Cargo Operations</i>
1.1(d)	The contract name is SUPPLY, INSTALLATION, MANAGEMENT, OPERATION AND MAINTENANCE OF WEIGHBRIDGE STATIONS IN KENYA PORTS AUTHORITY FACILITIES.
1.1(g)	The Procuring Entity is <i>Kenya Ports Authority</i>
1.1(l)	The Member in Charge is <i>the General Manager Cargo Operations</i>
1.1(o)	The Service Provider is _____
1.1(m)	For future expansions and standardization, the Procuring Entity may negotiate with the Contractor to realize value for money.
1.4	<p>The addresses are:</p> <p><b>THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT KENYA PORTS AUTHORITY KIPEVU HEADQUARTERS 4<sup>TH</sup> FLOOR FINANCE BLOCK III, DOOR BLK-3.4.3 <u>KILINDINI MOMBASA</u></b></p> <p><b>Phone: +254 (41) 2113600/ 2113999</b> <b>E-mail: <a href="mailto:tenders@kpa.co.ke">tenders@kpa.co.ke</a></b></p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Email address _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity:</p> <p><b>THE GENERAL MANAGER SUPPLY CHAIN MANAGEMENT KENYA PORTS AUTHORITY KIPEVU HEADQUARTERS 4<sup>TH</sup> FLOOR FINANCE BLOCK III, DOOR BLK-3.4.3 <u>KILINDINI MOMBASA</u></b></p> <p><b>Phone: +254 (41) 2113600/ 2113999</b> <b>E-mail: <a href="mailto:tenders@kpa.co.ke">tenders@kpa.co.ke</a></b></p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is: The contract shall be for a period of Six Years and Six months (6.5 Years) out of which 1.5 Years is for Supply and



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Installation and 5 Years for Operations and Maintenance
<b>3.4</b>	The risks and coverage by insurance shall be: <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle</li> <li>(ii) Third Party liability</li> <li>(iii) Procuring Entity's liability and workers' compensation</li> <li>(iv) Professional liability</li> <li>(v) Loss or damage to equipment and property</li> </ul>
<b>3.5(d)</b>	The other actions are: <i>Not Applicable</i>
<b>3.7</b>	Restrictions on the use of documents prepared by the Service Provider are: <i>Not Applicable</i>
<b>3.8.3</b>	The percentage to be used for the calculation of Lack of performance Penalty(ies) is 10% of the cost of having the service corrected.
<b>3.9</b>	Performance Security shall be Kshs. 1,000,000.00 in form of performance guarantee from a bank with its operations in Kenya in the format provided in Section VIII – (Contract Forms - Form No. 1 - Performance Security – (Unconditional Demand Bank Guarantee) valid for the contract period.
<b>5.1</b>	The assistance and exemptions provided to the Service Provider are: <i>Not applicable</i>
<b>6.1</b>	The Service Provider's remuneration shall not exceed the Contract Price.
<b>6.2(a)</b>	The amount in Kenya Shillings _____.
<b>6.3.2</b>	The performance incentive paid to the Service Provider shall be: <i>Not Applicable</i>
<b>6.4</b>	<p><i>Payment shall be within 30 days after invoice receipt and upon certification of invoices by the Manager Conventional Cargo Operations.</i></p> <p><i>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</i></p> <ul style="list-style-type: none"> <li>a. <i>Milestone i: An advance payment of 10% for mobilization of material and supplies shall be made against provision of bank guarantee of a similar amount, by the Contractor.</i></li> <li>b. <i>Milestone ii: 100% Delivery of Equipment and Materials against which 50% payment shall be made to the Contractor.</i></li> <li>c. <i>Milestone iii: 100% Completion of Civil Works and Installation against which 30% payment shall be made to the Contractor.</i></li> <li>d. <i>Milestone iv: 100% Completion of testing and commissioning against which 20% payment shall be made to the Contractor.</i></li> </ul> <p><b>Recovery of Advance Payment;</b> <i>The Advance Payment Guarantee shall remain effective until the advance payment has been repaid, the amount of the Advance Payment shall be progressively reduced by the amounts repaid by the Contractor.</i></p>
<b>7.1</b>	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: <i>The Procuring Entity shall check the Service Provider's performance and notify him of any shortcomings in the performance of their</i>

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	<i>service on daily basis.</i> The Defects Liability Period is: <i>Not Applicable.</i>
<b>8.2</b>	This Clause is not Applicable.
<b>8.3</b>	This Clause is not Applicable
<b>8.4</b>	This Clause is not Applicable
<b>8.5</b>	This Clause is not Applicable
<b>8.6</b>	This Clause is not Applicable
<b>9.1</b>	This Clause is not Applicable
<b>9.2</b>	This Clause is not Applicable
<b>Additional information</b>	The contract will be managed by the Contract Implementation Team (CIT)

## **B. APPENDICES**

### **Appendix A - Description of the Services**

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

### **Appendix B - Schedule of Payments and Reporting Requirements**

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

### **Appendix C - Breakdown of Contract Price**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

### **Appendix D - Services and Facilities Provided by the Procuring Entity**



## SECTION VIII - CONTRACT FORMS

### FORM NO. 1 - 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]

3. We have been informed that \_\_\_\_\_ (hereinafter called "the Applicant") has entered into \_\_\_\_\_ Contract No. \_\_\_\_\_ dated \_\_\_\_\_ with the Beneficiary, for the execution of \_\_\_\_\_ (herein after called "the Contract").
4. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
5. At the request of the Applicant, we as Guarantor, hereby irrevocably under take 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.
6. 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 this office indicated above on or before that date.
7. 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(ies) 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."*



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

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

*[Guarantor letterhead or SWIFT identifier code]* **Beneficiary:** *[insert name and Address of Procuring Entity]* **Date:** \_\_\_\_\_ *[Insert date of issue]*

**PERFORMANCE BOND No.:** \_\_\_\_\_

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond \_\_\_\_\_ as Principal (hereinafter called "the Contractor") and \_\_\_\_\_] as Surety (herein after called "the Surety"), are held and firmly bound unto \_\_\_\_\_] as Oblige (herein after called "the Procuring Entity") in the amount of \_\_\_\_\_ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - i). Complete the Contract in accordance with its terms and conditions; or
  - ii). Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable here under, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
  - iii). / pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.



5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_\_.

SIGNED ON \_\_\_\_\_ on behalf of  
by \_\_\_\_\_ in the capacity  
of In the presence of

SIGNED ON \_\_\_\_\_ on behalf  
of By \_\_\_\_\_ in the  
capacity of In the presence of

**FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]**

*[Guarantor letter head or SWIFT identifier code] [Guarantor letter head 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 \_\_\_\_\_ (hereinafter 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,<sup>2</sup> 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 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 ext. 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."



# **FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM**

Tender Reference No.: \_\_\_\_\_

Name of the Tender Title/Description: \_\_\_\_\_

Name of Procuring Entity \_\_\_\_\_

In response to the requirement in your notification of award dated\_\_\_\_to furnish additional information on beneficial ownership: We here by provide the following beneficial ownership information.

## **Details of beneficial ownership**

	<b>Details of all Beneficial Owners</b>	<b>% of shares a person holds in the company Directly or indirectly</b>	<b>% of voting rights, a person holds in the company</b>	<b>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)</b>	<b>Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)</b>
<b>1.</b>	<div>Full Name</div> <div>National identity card number or Passport number</div> <div>Personal Identification Number (where applicable)</div> <div>Nationality</div> <div>Date of birth [dd/mm/yyyy]</div> <div>Postal address</div> <div>Residential address</div> <div>Telephone</div>	<div>Directly-----% of shares</div> <div>Indirectly-----% of shares</div>	<div>Directly.....% of voting rights</div> <div>Indirectly-----% of voting rights</div>	<div>1. Having the right to appoint a majority of the board of directors or an equivalent governing body of the Tenderer: Yes -----No-- --</div> <div>2. Is this right held directly or indirectly?:</div> <div>Direct.....</div> <div>Indirect.....</div>	<div>1. Exercise s significant influence or control over the Company body of the Company (tenderer) Yes -----No-- --</div> <div>2. Is this influence or control exercised directly or indirectly?</div> <div>Direct.....</div> <div>Indirect.....</div>

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)
number					
Email address					
Occupation or profession					
2.	Full Name		Directly---- ----- % of shares	Directly... .....% of voting rights	1. Having the right to appoint a majority of the board of directors or an equivalent governing body of the Tenderer: Yes ----No-- --
	National identity card number or Passport number		Indirectly-- ----- % of shares	Indirectly-- -----% of voting rights	1. Exercise s significant influence or control over the Company body of the Company (tenderer) Yes ----No-- --
	Personal Identification Number (where applicable)				2. Is this influence or control exercised directly or indirectly?
	Nationality(ies)				Direct.....
	Date of birth [dd/mm/yyyy]				Indirect.....
	Postal address				
	Residential address				
	Telephone number				
	Email address				

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)
	Occupation or profession				
3.  e.t.c					

- I) 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.*
- II) 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.



III) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:

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

Designation of the person signing the Tender:

Signature of the person named above:

Date:

Bidder Official Stamp