



**KENYA URBAN ROADS AUTHORITY**  
Efficient and Safe Urban Roads

**TENDER DOCUMENT**  
**FOR**  
**PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT**  
**TENDER NO. KURA/RMLF/HQ/236/2020-2021**

**ALL CATEGORY**

**FEBRUARY 2021**

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## Table of Contents

|  |                                     |
|--|-------------------------------------|
| SECTION 1: INVITATION TO TENDER .....                                    | 2                                   |
| SECTION 2: INSTRUCTIONS TO TENDERERS.....                                | 3                                   |
| SECTION 3: GENERAL CONDITIONS OF CONTRACT .....                          | 15                                  |
| SECTION 4: SPECIAL CONDITIONS OF CONTRACT.....                           | 20                                  |
| SECTION 5: TECHNICAL SPECIFICATIONS .....                                | 22                                  |
| i. Weighing Scales / pads .....  | <b>Error! Bookmark not defined.</b> |
| ii. Display Unit /indicator .....  | 25                                  |
| iii. Levelling Matts / pads .....  | 25                                  |
| iv. Laptop computer.....   | 27                                  |
| v. Axle load weighing software .....                                     | <b>Error! Bookmark not defined.</b> |
| vi. Batteries and Uninterrupted power supply (UPS).....                  | <b>Error! Bookmark not defined.</b> |
| SECTION 6: PRICE SCHEDULE.....   | 29                                  |
| SECTION 7: QUALIFICATION / EVALUATION CRITERIA.....                      | 30                                  |
| 4.1.Preliminary evaluation .....   | <b>30</b>                           |
| 4.2.Technical Evaluation .....   | <b>32</b>                           |
| 4.3 Financial Evaluation .....   | <b>34</b>                           |
| SECTION 7: SUPPORT .....   | 35                                  |
| FORM OF BID.....   | 36                                  |
| TENDER SECURITY FORM .....   | 38                                  |
| CONFIDENTIAL BUSINESS QUESTIONNAIRE .....                                | 41                                  |
| FORM OF WRITTEN POWER OF ATTORNEY .....                                  | 44                                  |
| FINANCIAL STANDING.....  | 45                                  |
| OTHER SUPPLEMENTARY INFORMATION .....                                    | 46                                  |
| SCHEDULE OF WORK CARRIED OUT BY THE BIDDER IN THE LAST THREE YEARS ..... | 47                                  |
| ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM .....             | 48                                  |
| DEBARMENT DECLARATION FORM.....  | 49                                  |

## SECTION 1: INVITATION TO TENDER

{[www.kura.go.ke/index.php/tenders/tender-notices](http://www.kura.go.ke/index.php/tenders/tender-notices)}

## SECTION 2: INSTRUCTIONS TO TENDERERS

### 2.1. Eligible tenderers

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

### 2.2. Cost of tendering

- 2.2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2. The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3. Content of tender document

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with the act
  - i. Instructions to tenderers
  - ii. General Conditions of Contract
  - iii. Special Conditions of Contract

- iv. Schedule of Requirement
- v. Form of tender
- vi. Financial Proposal
- vii. Standard Forms

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

#### **2.4. Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing by post or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have signed the tender register.

2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer Within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### **2.5. Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, email or Authority's Website link and such amendment will be binding on them.

2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.6. Language of tender**

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

## **2.7. Documents Comprising the Tender**

- 2.7.1. The tender prepared by the tenderer shall comprise of the following components:
- i. A Tender Form and a Price Schedule completed in accordance with clause 2.9, 2.10 and 2.11 below.
  - ii. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - iii. Tender security furnished is in accordance with Clause 2.12
  - iv. Confidential business questionnaire

## **2.8. Form of Tender**

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

## **2.9. Tender Prices**

- 2.9.1. The tenderer shall indicate on the Price schedule the unit price where applicable and total tender price for the service under the contract.
- 2.9.2. Prices indicated on the Price Schedule shall be the cost of the service quoted including all customs duties, VAT and other applicable taxes.
- 2.9.3. Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4. Contract price variations shall not be allowed for contracts less than one year (12 months)
- 2.9.5. Where contract price variation is allowed, the variation shall not exceed 15% of the original contract price.

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

## **2.10. Tender Currencies**

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

## **2.11. Tenderers Eligibility and Qualifications.**

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

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

## **2.12. Tender Security**

2.12.1. The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender. The tender security shall be in the amount not exceeding 2% per cent of the tender price.

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

2.12.3. The tender security shall be denominated in a Kenya Shillings or in another Freely convertible currency and shall be in the form of a bank guarantee.

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

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

2.12.6. The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the procuring entity with a performance security, pursuant to paragraph 2.30.

2.12.7. The tender security may be forfeited:

- 1) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- 2) In the case of a successful tenderer, if the tenderer fails to:
  - A. sign the contract in accordance with paragraph 30 or
  - B. furnish performance security in accordance with paragraph 31.

### **2.13. Pre-Bid Meeting**

- 2.13.1. No pre-bid meeting is schedule for this tender.

### **2.14. Validity of Tenders**

- 2.14.1. Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18.
- 2.14.2. A tender valid for a shorter period shall be rejected by the Procuring entity as Non-responsive.
- 2.14.3. In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.
- 2.14.4. Format and Signing of Tender
- 2.14.5. The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.6. The tender shall also provide a soft copy of the tender in a flash disc or CD attached to the submitted documents
- 2.14.7. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.



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

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

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

- 1) Be addressed to the Procuring entity at the address given in the invitation to Tender
- 2) Bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (day, date and time of closing),”

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

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

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

2.16.1. Tenders must be received by the Procuring entity at the address indicated in the tender notice as specified under paragraph 2.15.1 no later than (day, date and time of closing).

2.16.2. The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

### **2.17. Modification and withdrawal of tenders**

2.17.1. The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

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

## **2.18. Opening of Tenders**

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

## **2.19. Clarification of tenders**

- 2.19.1. To assist in the examination, evaluation and comparison of tenders, the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2. Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20. Preliminary Examination and Responsiveness**

2.20.1. The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2. Any bid with an arithmetic error shall be disqualified.

2.20.3. The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4. Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5. If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21. Conversion to a single currency**

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

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

2.22.1. The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21.

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

2.22.3. The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.21.4 and in the technical specifications:

2.22.4. Operational plan proposed in the tender;

2.22.5. Deviations in payment schedule from that specified in the Special Conditions of Contract.

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

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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

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

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

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

### **2.23. Contacting the procuring entity**

2.23.1. Subject to paragraph 2.20, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

## 2.24. Award of Contract

### a) Post qualification

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

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

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

### b) Award Criteria

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

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

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

### **2.25. Notification of award**

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

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

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

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

### **2.26. Signing of Contract**

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

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

### **2.27. Performance Security**

2.27.1. Within twenty one (21) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2. Failure of the successful tenderer to comply with the requirement of clause 2.28 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

**2.28. Corrupt or Fraudulent Practices**

- 2.28.1. The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2. The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 2.28.3. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## **SECTION 3: GENERAL CONDITIONS OF CONTRACT**

### **3.1. Definitions**

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

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

### **3.2. Application**

These General Conditions shall apply to the extent that they are no superseded by provisions of other part of contract.

### **3.3. Standards**

The standards provided under this contract shall conform to the standards mentioned in the Schedule of requirements

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

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



**3.5. Performance Security**

- 3.5.1. Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2. The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.5.3. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee.
- 3.5.4. The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

**3.6. Inspections and Tests**

- 3.6.1. The Procuring entity or its representative shall have the right to inspect and/or to test the system(s) to confirm their conformity to the Contract specifications.
- 3.6.2. The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3. Should any inspected or tested fail to conform to the Specifications, the Procuring entity may reject, and the tenderer shall either replace the rejected or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

### **3.7. Payment**

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

### **3.8. Prices**

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

### **3.9. Assignment**

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

### **3.10. Termination for Default**

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

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

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

### **3.11. Termination of insolvency**

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

of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

**3.12. Termination for convenience**

3.12.1. The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2. For the remaining part of the contract after termination the procuring entity may elect to cancel the contract and pay to the contractor on agreed amount for partially completed.

**3.13. Resolution of disputes**

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

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

**3.14. Governing Language**

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

**3.15. Force Majeure**

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

**3.16. Applicable Law.**

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

**3.17. Notices**

- 3.17.1. Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or E-mail and confirmed in writing to the other party's address specified in the SCC.
- 3.17.2. A notice shall be effective when delivered or on the notices effective date, whichever is later.

**3.18. Full Disclosure**

- 3.18.1. The Contractor shall be required to fully disclose all elements of the Contract execution including procedures for dismantling, packaging, transportation and re-assembly, testing and commission of the equipment and software to the Employer / Engineer. At any give time of his discretion and with no notice required, the Employer / Engineer shall access and supervise all activities under the Contract.
- 3.18.2. Additionally, the Contractor shall be required to demonstrate and explain in detail to the satisfaction of the Engineer, all elements and aspects of the Contract. The Contractor shall also be required to carry out capacity building (on job training) for dismantling, packaging, transportation and re-assembly, testing and commission of the equipment and software to Employer staff as instructed by the Engineer.

**3.19. Personnel and Workmanship**

**3.19.1. Contractor's Employees**

The Contractor shall provide on the Site in connection with the execution and completion of the Works and the remedying of any defects therein.

- a) Only such technical assistants as are skilled and experienced in their respective callings and such foremen and leading hands as are competent to give technical support.
- b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractor's obligations under the Contract.

## SECTION 4: SPECIAL CONDITIONS OF CONTRACT

The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section 4 complement the general conditions of contract included in section 3, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of required.

In preparing section 4, the following aspects should be taken into consideration;

- a) Information that complement provisions of section 3 must be incorporated
- b) Amendments and/or supplements to provision of section 3, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

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

KURA/RMLF/HQ/236/2020-2021. PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT

| Reference of General conditions of Contract | Special condition of contract   |
|---|---|
| Delivery of Services                        | The contractor is required to carry out the above works for a period of one year effective from the date of Order to Commence.  |
| Payment                                     | Payment shall be made upon inspection and acceptance  |
| Price Adjustments                           | Price adjustments shall not be allowed for the entire contract period   |
| Disputes                                    | In case of a dispute between the purchaser and the supplier and in case of a failure to amicably solve issues, the dispute shall be referred to the arbitration in accordance with the laws of Kenya. The appointer of Arbitrator shall be Kenya Chapter of Institute of Arbitrators.   |
| Applicable law                              | The Laws of the Republic of Kenya   |
| Notices                                     | <p>Employer:<br/>                     The Director General,<br/>                     Kenya Urban Roads Authority,<br/>                     P.O. Box 41727 – 00100,<br/>                     NAIROBI.<br/>                     Tel. 020 8013844<br/> <a href="mailto:supplychain@kura.go.ke">supplychain@kura.go.ke</a></p> <p>Engineer:<br/>                     The Director Road Asset and corridor management<br/>                     Kenya Urban Roads Authority,<br/>                     P.O. Box 41727 – 00100,<br/>                     NAIROBI.</p> |

## SECTION 5: TECHNICAL SPECIFICATIONS

The mobile weigh bridge equipment and software should be;

- Type approved by department of weights and measures.
- Calibrated and have a certificate of verification from Weights and Measures Department and OIML Certificate of conformity.

KURA/RMLF/HQ/236/2020-2021. PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT

i. Weighing Scales / pads

| Item                        | Minimum Technical Specification   | Bidders to Specify |
|-----------------------------|---|--------------------|
| Type and Model              | Wireless Version Portable Axle weigher  |                    |
| Pad dimension               | 950 x 611mm 59mm.   |                    |
| Ramp Dimension              | 950 x 611mm 59mm  |                    |
| Max Axle capability (2Pads) | 40 Tonnes   |                    |
| Weigh pads                  | 1 Pair of High quality Alloy Material   |                    |
| Levelers                    |   |                    |
| Console                     | It can connect to 8 weighing pads   |                    |
|                             | Main board to run on Windows CE6.0 system with good compatibility. Cores ARM CPU ,2GB Memory with 4GB Hard Disk |                    |
|                             | Display of high-definition Touch screen   |                    |
|                             | Indicator shell to adopt military grade material , compression resistance , damp proof by sealing               |                    |
|                             | Built in with a high speed thermal printer with 100mm/sec printer receipts and 202DPI resolutions               |                    |
|                             | Interphase should hook up to a pc or a remote display through the RS232, USB2.0 serial interphase port          |                    |
|                             | Mouse , print paper to be stored in   |                    |
| Load cell                   | 6 x load cells ( Dimension, there are 4 Load cells Installed)   |                    |
|                             | Based with high weighing in-motion accuracy and OIML standard static Accuracy                                   |                    |
|                             | Over 120% Overload protection   |                    |
|                             | Build in anti- electromagnetic interference to ensure weighing result would not be influenced                   |                    |
|                             | Build in anti- compensation system to compensate weighing error on double joint axle or triple joint axle       |                    |
| In-Motion Speed             | <8km/h  |                    |
| Connectivity                | Wireless connectivity to the weighing pads  |                    |
| Weighing Capability         | Wheel Weight $\leq$ 20 Tones  |                    |
|                             | Axle weight $\leq$ 40 Tones   |                    |
|                             | Whole truck weight 100T   |                    |
| Static Accuracy             | $\pm$ 0.07%   |                    |



**KURA/RMLF/HQ/236/2020-2021. PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT**

|  |   |  |
|--|---|--|
| <b>In- motion accuracy</b>                 | $\pm 2.0\%$   |  |
| <b>Non Linearity</b>                       | $\leq 0.10\%$   |  |
| <b>Sensitive</b>                           | $1 \pm 0.2 \text{ MV/V}$  |  |
| <b>Repeatability</b>                       | $\leq 0.01\% \text{FS}$   |  |
| <b>Zero Output</b>                         | 4 - 10%   |  |
| <b>Input Impedance</b>                     | $120 \pm 10 \text{ Ohms}$   |  |
| <b>Output Impedance</b>                    | $110 \pm 10 \text{ Ohms}$   |  |
| <b>Temperature Compensation range</b>      | -10 + 50°C  |  |
| <b>Sensitive Influence by Temperature</b>  | 0.1%/10°C   |  |
| <b>Zero Temperature Influence</b>          | 0.1%/10°C   |  |
| <b>Excitation Voltage</b>                  | 20V (DC)  |  |
| <b>Insurance resistance</b>                | $\geq 5000 \text{m ohms } 100 \text{VDC}$                           |  |
| <b>Working Temperature</b>                 | - 40+80°C   |  |
| <b>Overload protection</b>                 | 120%  |  |
| <b>Warranty</b>                            | 1 year warranty on non- human damage                                |  |
| <b>Calibration &amp; Stamping</b>          | The equipment MUST be stamped and COC Issued by Weight and Measures |  |
| <b>Detailed Catalogue &amp; Spec Sheet</b> | Bidders to Attach   |  |

## ii. Display Unit /indicator

| REQUIREMENT   | MINIMUM SPECIFICATIONS   | BIDDER RESPONSE |
|---------------|--|-----------------|
| FUNCTIONALITY | <ul style="list-style-type: none"> <li>• ABS transport case, with housing for the indicator and space for extra accessories.</li> <li>• Touch screen weight indicator complete with printer, connectors for platforms.</li> <li>• AF08GT Multilingual software.</li> <li>• Available touch screen keyboards: QWERTY, AZERTY or QWERTZ.</li> <li>• Attached thermal printer as standard.</li> <li>• Real time clock and permanent data storage.</li> <li>• Built-in rechargeable battery (10-hour minimum operating time).</li> </ul> |                 |
| Connectivity  | Wireless connectivity to the weighing scales   |                 |
| Warranty      | 1 year   |                 |

## iii. Levelling Matts / pads

| REQUIREMENT | MINIMUM SPECIFICATIONS | BIDDER RESPONSE |
|-------------|------------------------|-----------------|
| Material    | Rubber<br>Durable      |                 |
| Quantity    | 2 sets                 |                 |

## iv. Axle load weighing software

| Axle load weighing software |   | BIDDER RESPONSE |
|-----------------------------|---|-----------------|
| REQUIREMENT                 | MINIMUM SPECIFICATIONS  |                 |
| Platform                    | <ul style="list-style-type: none"> <li>• Supports ORACLE, MY SQL, MS-SQL, SYBASE, java scripts, POSTGRE SQL</li> <li>• User can define data fields to be captured for the ticket</li> <li>• Allows entry of Material, Supplier, Vehicle, and shift details</li> </ul> |                 |

KURA/RMLF/HQ/236/2020-2021. PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT

|                       |   |  |
|-----------------------|---|--|
|                       | <ul style="list-style-type: none"> <li>• Date, Time, Location &amp; Weight</li> <li>• View reports based on specific queries</li> <li>• Well-defined security mechanism for different levels of users</li> <li>• Weighing data reports can be interfaced via PCs, Ethernet or Internet</li> <li>• Can be integrated with indicator.</li> <li>• Allow seamless integration with MS Office applications specifically MS Word and MS Excel as well as SPSS</li> </ul>                            |  |
| Security and Controls | <p>Allow user access to be controlled at numerous levels e.g. menu level, screens level, and field level</p> <p>Ability to maintain detailed and summary transaction history by account with audit trail showing who, when and why</p> <p>Ability to log reversals or corrections without allowing complete deletion</p> <p>Ability to query audit trails by Record, by user, by account for All records</p> <p>Ability to create custom reports at multiple levels (detail and summary).</p> |  |
| Others                | <p>The Proprietary software ensures fully automatic weighing.</p> <p>Advanced functions like the Vehicle Weighing configuration and classification, law compliance checking or fines computing</p> <ul style="list-style-type: none"> <li>• Communication options – GSM/ GPRS, RS232, TCP/IP</li> <li>Wi fi, cables</li> </ul>  |  |

## v. Laptop computer

SYSTEM NAME: LAPTOP COMPUTER \_ BIG SCREEN  $\geq$  17 inch

| ITEM                                       | MINIMUM SPECIFICATIONS   |
|--|--|
| Processor                                  | Intel Core i7 Speed: >3.0GHz   |
| Memory                                     | 16GB   |
| Capacity                                   | 1TB  |
| Display                                    | 17" and Above" TFT Monitor with SXGA 1400x1280 pixels resolution display |
| Ports                                      | USB, HDMI, Ethernet  |
| Operating System                           | Windows 10 pro   |
| Application system                         | Microsoft office professional plus 2016                                  |
| Warranty                                   | 1 year   |
| Bidder/Tenderer Response (Attach Brochure) |  |

## vi. Batteries and Uninterrupted power supply (UPS)

| ITEM                                       | MINIMUM SPECIFICATIONS |                       |
|--|------------------------|-----------------------|
| 3 Batteries                                | Voltage                | $\geq$ 12V, 200Ah     |
|  | Warranty               | 1 year                |
| 1 UPS / inverter                           | Voltage                | $\geq$ 2.5kVA / 36vdc |
|  | Warranty               | 1 year                |
| Bidder/Tenderer Response (Attach Brochure) |                        |                       |

**KURA/RMLF/HQ/236/2020-2021. PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT**

**vii. SYSTEMS NAME: PRINTER –Black White**

| <b>ITEM</b>                                       | <b>MINIMUM SPECIFICATIONS</b>   |
|---|---|
| Print Speed                                       | ≥ 30pages per minute  |
| Recommended print volume per month                | 1500 to 5000 pages  |
| Print technology                                  | Laser   |
| Print quality, black                              | Up to 1200 X 1200 dpi   |
| Memory  | 80MB  |
| Processor speed                                   | 400MHz  |
| Paper trays std                                   | 2   |
| Paper Handling                                    | 500 sheet input tray, 100 sheet multipurpose tray   |
| Duplex Printing (Printing on both sides)          | Automatic   |
| Paper sizes                                       | Letter, A4, Legal, Executive, Index Cards, Envelops   |
| Compatible Operating Systems                      | Windows 7,8 & 10, Windows Server (32 and 64 bit versions)                                     |
| Connection interfaces                             | Hi-speed USB 2.0, Ethernet  |
| Preferred brands                                  | HP  |
| Accessories supplied with printer                 | Connecting cables (Network + USB), Tonner, CD (Includes Software and user guides), Power cord |
| Warranty  | 1 year  |
| <b>Bidder/Tenderer Response (Attach Brochure)</b> |   |

**SECTION 6: PRICE SCHEDULE**

| <b>NO.</b>                             | <b>ITEM</b>                                    | <b>QUANTITY</b> | <b>UNIT PRICE</b> | <b>TOTAL</b> |
|--|--|-----------------|-------------------|--------------|
| 1.                                     | Weighing scales / pads                         | 7 Sets          |                   |              |
|  | Console / Indicator                            | 7 No.           |                   |              |
|  | Levelling matts / pads                         | 7 sets          |                   |              |
| 2.                                     | Axle load weighing software                    | 10 Licenses     |                   |              |
| 3.                                     | Laptop computer                                | 7 No.           |                   |              |
| 4.                                     | Batteries and Uninterrupted power supply (UPS) | 7 sets          |                   |              |
| 5.                                     | Printer-black and white                        | 7 No.           |                   |              |
| 6.                                     | Training                                       | 4 No.           |                   |              |
| <b>TENDER SUM / FORM OF BID AMOUNT</b> |  |                 |                   |              |

**SECTION 7: QUALIFICATION / EVALUATION CRITERIA****4.1. Preliminary evaluation**

All bids will be subjected to a mandatory preliminary evaluation for completeness and responsiveness using the checklist below. Bidders must meet all the mandatory requirements to be deemed as complete and responsive.

| S/No. | Completeness and Responsiveness Criteria  | Requirement   |
|-------|---|---|
| 1.    | Form of Bid   | <ul style="list-style-type: none"> <li>✓ Amount must be indicated</li> <li>✓ Properly stamped, filled and signed</li> </ul>   |
| 2.    | Appendix to Form of Bid   | <ul style="list-style-type: none"> <li>✓ Properly stamped, filled and signed</li> </ul>   |
| 3.    | Bid Security  | <ul style="list-style-type: none"> <li>✓ Unconditional bank guarantee</li> <li>✓ In the format provided with all conditions</li> <li>✓ Must be valid for 150 days after bid validity</li> </ul> |
| 4.    | Confidential Business Questionnaire   | <ul style="list-style-type: none"> <li>✓ Properly filled, stamped and signed</li> <li>✓ Provide all required information</li> </ul>   |
| 5.    | Form of Power of Attorney   | <ul style="list-style-type: none"> <li>✓ Properly filled, stamped and signed</li> </ul>   |
| 6.    | Tax Compliance Certificate  | <ul style="list-style-type: none"> <li>✓ Provide valid tax compliance certificate</li> </ul>  |
| 7.    | Certificate of Incorporation  | <ul style="list-style-type: none"> <li>✓ Copy of certificate Certified by Commissioner for Oaths</li> </ul>   |
| 8.    | A copy of certification/authorization from weights and measures department for the referred services. | <ul style="list-style-type: none"> <li>✓ Copy of certificate Certified by Commissioner for Oaths</li> </ul>   |
| 9.    | Eligibility   | <ul style="list-style-type: none"> <li>✓ Legible copies of National ID or passport for all directors</li> <li>✓ System generated Form CR12 (within 12 months)</li> </ul>                        |
| 10.   | Conflict of interest  | <ul style="list-style-type: none"> <li>✓ to state explicitly</li> </ul>   |
| 11.   | Debarment   | <ul style="list-style-type: none"> <li>✓ Properly filled, stamped and signed</li> </ul>   |
| 12.   | Pending Litigation  | <ul style="list-style-type: none"> <li>✓ Provide original affidavit for the specific tender</li> </ul>  |

**KURA/RMLF/HQ/236/2020-2021. PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT**

|     |   |   |
|-----|---|---|
| 13. | Litigation History  | ✓ Properly filled, stamped and signed                               |
| 14. | History of Nonperformance   | ✓ Fill information on non-completed works                           |
| 15. | Schedule of Key Personnel   | ✓ Properly filled, stamped and signed                               |
| 16. | Schedule of other Supplementary Information / Financial Standings | ✓ Properly filled, stamped and signed                               |
| 17. | Declaration form for bankrupt or insolvent                        | ✓ Properly filled, stamped and signed                               |
| 18. | Anti-corruption form  | ✓ Properly filled, stamped and signed                               |
| 19. | Copy of Bid Document  | ✓ Replica of the original.  |
| 20. | Serialization   | ✓ Must be fully serialized  |
|     | REMARKS   | Bid document to be complete, properly filled, Serialized and signed |



#### 4.2. Technical Evaluation

The following criteria will be applied for comparison of bid offers and selection. Bidders must meet all the mandatory requirements to qualify for technical evaluation. Bidders to avail supporting documents for the tabulated details.

##### 4.2.1 Technical

| CRITERIA   | YES / NO |
|--|----------|
| <p><b>1. Experience and capacity</b></p> <ul style="list-style-type: none"> <li>• Provide at least 3 (three) reference (Provide Letters of Award, LSO or Contract documents showing dates, amounts and client contact)</li> <li>• Provide at least three (3) recommendation letters from the firms awarding the contracts/LPO.</li> </ul>  |          |
| <p><b>2. Staff Experience</b></p> <ul style="list-style-type: none"> <li>• Qualification and Experience of key management and technical personnel. (CVs, Copies of certificates certified by a Commissioner of Oaths)</li> </ul> <p><b>a. Project/ Technical Lead/ Manager</b></p> <p>Must have a bachelor’s degree in technical courses plus a relevant professional certification in project management.</p> <p>General Experience: 5 Years</p> <p>Specific experience: At least 3 Years’ experience undertaking axle loading related projects</p> <p><b>b. Technical team</b></p> <p>Certification of key technical personnel in the tendered category and systems designs to offer support i.e Degree and certification in;</p> <ul style="list-style-type: none"> <li>✓ Electrical Engineering</li> <li>✓ Computer science</li> <li>✓ Mechanical Engineering</li> <li>✓ Civil Engineering</li> <li>✓ Certification of weights measure type 3</li> </ul> |          |

|   |  |
|---|--|
| <p>The team to have the following skills;</p> <ul style="list-style-type: none"> <li>✓ Programming languages.</li> <li>✓ Common operating systems.</li> <li>✓ Software proficiency.</li> <li>✓ Data analysis.</li> <li>✓ Hardware proficiency</li> <li>✓ Computer proficiency</li> </ul> <p>General Experience: 2 Years</p> <p>Specific experience: At least 1 Years' experience undertaking axle loading related projects</p> <p>Copies of certifications must be certified by a commissioner for oaths.</p> |  |
| <p><b>c. Service Proposal</b></p> <ul style="list-style-type: none"> <li>• Provide detailed proposal for roll out and deployment of intended works / services</li> </ul>  |  |
| <ul style="list-style-type: none"> <li>• Availability of proper representative and /or workshop for service/repair and maintenance (should indicate their Names, Location and addresses)</li> <li>• Fault reporting system and escalation levels (Attach proposal)</li> </ul>   |  |
| <ul style="list-style-type: none"> <li>• Proposed systems meet the minimum technical specifications (refer to Section 5: Technical specification tables)</li> </ul>   |  |

**4.2.2 Financial Evaluation**

| Qualification Criteria |                                      | Compliance Requirement  | Documentation   |
|------------------------|--------------------------------------|---|---|
| No.                    | Subject                              | Requirement   | Bidder  |
| Financial Situation    |                                      |   |   |
| a                      | Financial Performance                | (a) Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last two [2] years and authenticated bank statement for the last six (6) months to demonstrate:<br>(b) the current soundness of the applicants financial position and its prospective long term profitability, and<br>(c) capacity to have a cash flow equivalent to 20% of the tender sum | Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO  |
|                        |                                      |   | Attach evidence on the requirement of this Section,<br>a) All pages must be initialized and stamped by both a practicing Auditor registered with ICPAK and one of the Directors. Auditor's practicing membership number from ICPAK must be indicated. Non-adherence to this to part a, b and c leads to disqualification.<br><br>(b) All pages in the bank statement must be initialized and stamped by the issuing bank. |
| b                      | Average Annual Construction Turnover | (d) Average annual turnover of KShs. 20,000,000.00 [Twenty Million] calculated as total certified payments received for contracts in progress or completed, within the last two [(2)] years   | Must submit as required and bidders who meet the requirement are marked YES , those that do not meet are marked NO  |

**4.3 Award**

The **lowest evaluated bidder** shall be considered and recommended for award.

## SECTION 7: SUPPORT

Annual Comprehensive maintenance plan and support services (Instructed works)  
To be performed on equipment supplied. This involves replacing unserviceable equipment or faulty parts. The contractor will be required to seek approval from the Director Road Asset and Corridor Management before purchasing any replaceable parts or equipment.

Per-incident support (remote & on-site support)

**FORM OF BID**

(Price Schedule amount)

(NOTE: The Appendix forms part of the Bid. Bidders are required to fill all the blank spaces in this form of Bid and Appendix)

**PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT**

**TENDER No.: KURA/RMLF/HQ/236/2020-2021**

---

TO: The Director General  
Kenya Urban Roads Authority  
P. O. Box 41727 - 00100  
NAIROBI.

Sir,

1. Having examined the Conditions of Contract, Specifications, Bills of Quantities, and Drawings for the execution of the above named works we, the undersigned, offer to carry out such works and remedy any defects therein in conformity with the said Bills of Quantities, Conditions of Contract, Specifications and Drawings for the sum of

(Insert amount in words)

.....  
.....  
.....  
.....

(Insert amount in figures)

.....  
.....

as specified in the Appendix to Bid or such other sums as may be ascertained in accordance with the said Conditions.

2. We undertake, if our bid is accepted, to commence the works within twenty-eight (28) days of receipt of the Engineer’s Order to Commence, and to complete and deliver the whole of the works comprised in the contract within the time stated in the Appendix to Form of Bid.
3. If our bid is accepted we will, when required, obtain the guarantee of a Bank or other sureties (to be approved by you) to be jointly and severally bound with us in a sum not exceeding 10% of the above named sum for the due performance of the contract under the terms of a Bond to be approved by you.

4. We agree to abide by this bid for the period of one hundred and twenty (120) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. On the basis of our previous experience we are fully experienced and competent in the type of work included in this BID and we have adequate financial resources to carry out the works described within the period for completion. We are in a position to fulfil the contract for which we have Bided.

Dated this ..... Day of ..... 20 .....

Signature: ..... in the capacity of .....

Duly authorized to sign bids on behalf of (Name of Bidder) .....

---

Address of Bidder:

Name of Witness: .....

Signature of Witness: .....

Address of Witness: .....

Occupation of Witness: .....

## TENDER SECURITY FORM

Note: The bidder shall complete only this Form of Bank guarantee. No other Form of Bid Bond or any other forms of security will be accepted. Bidders who fail to comply with this requirement will be disqualified.

WHEREAS [Name of bidder]

.....

.....

(herein after called “the Bidder”) has submitted his bid dated.....

for the **PURCHASE OF MOBILE WEIGH BRIDGE EQUIPMENT**

hereinafter called “the bid”

KNOW ALL MEN by these presents that we [Name of Bank]

.....

of [Name of Country]

.....

having our registered offices at

.....

.....

(hereinafter called the Bank) are bound unto the Director General, Kenya Urban Roads Authority (hereinafter called “The Employer”) in the sum of

(in words KShs)

.....  
.....

(In figures KShs)

.....

for which payment will be well and truly made to the said Employer the Bank binds itself, its successors and assigns by these presents.

Signed for the said Bank this ..... Day of ..... 20 .....

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of Bid Validity
  - I. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders when required or
  - II. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the date of expiration of the bid validity, as stated in the Instructions to Bidders.



At the request of the Employer the Bid validity period may be extended by mutual agreement between the Employer and the Bidder and we undertake to extend the validity of this surety accordingly without you having to inform us of such an extension of the Bid validity period if within this period the Bidder has been notified of the acceptance of his Bid. This Surety shall remain valid up to the time the Contract Agreement has been executed.

AUTHORIZED SIGNATURE AND SEAL OF THE BANK

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SINGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

WITNESSED BY: \_\_\_\_\_

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SINGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Form. Part 1 - General:

Business name \_\_\_\_\_

Location of business

Plot No. \_\_\_\_\_

Street/Road

Postal Address \_\_\_\_\_ Tel No.: \_\_\_\_\_

Nature of business \_\_\_\_\_

Current Trade License No \_\_\_\_\_ Expiring date \_\_\_\_\_

Maximum value of business which you can handle at any one

time: Amount (KES) \_\_\_\_\_

Name of your banker \_\_\_\_\_

Branch \_\_\_\_\_

Part 2(a) - Sole Proprietor:

Full

Name \_\_\_\_\_

Nationality \_\_\_\_\_ Age \_\_\_\_\_

Citizenship Details \_\_\_\_\_

Part 2(b) - Partnership:

Give details of partners as follows:

|  | Name | Nationality | Citizenship Details | Shares |
|--|------|-------------|---------------------|--------|
|  |      |             |                     |        |
|  |      |             |                     |        |
|  |      |             |                     |        |
|  |      |             |                     |        |
|  |      |             |                     |        |

Part 2(c) - Registered

Company: Public or Private

State the nominal and issued capital of the company-

Nominal Kshs \_\_\_\_\_

Issued Kshs \_\_\_\_\_

Give details of all directors as follows:

|    | Name | Nationality | Citizenship Details | Shares |
|----|------|-------------|---------------------|--------|
| 1. |      |             |                     |        |
| 2. |      |             |                     |        |
| 3. |      |             |                     |        |
| 4. |      |             |                     |        |

Attach proof of citizenship (Compulsory)

- Attach certified copy of Form CR12 (Compulsory)

I certify that the information given above is correct.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SINGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

Part 3: Interest in the Firm:

Is there any person / persons in the Kenya Urban Roads Authority (KURA) who has interest in this firm?

Yes /No .....

I certify that the information given above is correct.

SINGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

## FORM OF WRITTEN POWER OF ATTORNEY

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

---

(Name of Bidder's Representative in Block Letters)

Bidder's Represenattive's Address

Bidder's Represenattive's signature

Alternate:

---

(Name of Bidder's Representative in Block Letters)

Bidder's Represenattive's Address

Bidder's Represenattive's signature

- To be filled by all bidders.
- Both representative and alternate must attach copy of National Identification card or Passport.

**FINANCIAL STANDING**

1. Submit copies of audited profit and loss statements and balance sheet for the last three calendar years.
2. Give turnover figures for each of the last two (2) financial years. Quote in millions and decimal thereof.

|                         | Year 1 (.....) | Year 2 (.....) |
|-------------------------|----------------|----------------|
|                         | KES            | KES            |
| Projects                |                |                |
| Other ICT related works |                |                |
| Other (Specify)         |                |                |
| Total                   |                |                |

Summary of assets and liabilities of the audited financial statements of the last two (2) financial years.

|                            | Year 1 (.....) | Year 2 (.....) |
|----------------------------|----------------|----------------|
|                            | KES            | KES            |
| 1. Total assets            |                |                |
| 2. Current assets          |                |                |
| 3. Bank credit line value  |                |                |
| 4. Total liabilities       |                |                |
| 5. Current liabilities     |                |                |
| 6. Networth (1-4)          |                |                |
| 7. Working capital (2+3-4) |                |                |

/Address of Commercial Bank providing credit line

.....

.....

Total amount of credit line KShs. ....

.....

Attach bank statements for the last Two (2) months

**OTHER SUPPLEMENTARY INFORMATION**

Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

.....  
.....  
.....

Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents

.....  
.....  
.....

Name, address, telephone, telex, fax numbers and email of the Bidders Bankers who may provide reference if contacted by the Contracting Authority.

.....  
.....  
.....

I certify that the information given above is correct.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

(To be signed by authorized representative and officially stamped)

**SCHEDULE OF WORK CARRIED OUT BY THE BIDDER IN THE LAST THREE YEARS**

| DESCRIPTION OF WORK | NAME OF CLIENT | VALUE OF WORK (KSHS)<br>* | <i>YEAR COMPLETED/<br/>REMARKS</i> |
|---------------------|----------------|---------------------------|------------------------------------|
|                     |                |                           |                                    |
|                     |                |                           |                                    |
|                     |                |                           |                                    |
|                     |                |                           |                                    |
|                     |                |                           |                                    |

Note: Bidders shall attach certified copies of letters of award (for each listed project), and any evidence to show that the work was completed satisfactorily.

I certify that the information given above is correct.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_



**ANTI CORRUPTION DECLARATION / COMMITMENT / PLEDGE FORM**

I/We.....

of Post Office Box ..... declare that I/ We recognize that Public Procurement is based on a free, fair and competitive tendering process which should not be open to abuse.

I/We.....

..... Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with tender No. .... for or in the subsequent performance of the contract if I am /We are successful.

Signed by CEO or Authorized Representative.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

In case of sub-contracting

Signed by CEO or Authorized Representative of the firm to be subcontracted

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SINGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**DEBARMENT DECLARATION FORM**

Director General  
Kenya Urban Roads Authority  
P.O. Box 41727 - 00100  
NAIROBI

Date: .....

The Bidder (name and address) .....  
.....  
.....  
.....

declares the following:

- 1) Has not been debarred from participating in public procurement.
- 2) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Signature: .....

Date: .....

Official Company Stamp