NAIROBI CITY COUNTY ASSEMBLY SERVICE BOARD



TENDER DOCUMENT FOR

PROVISION OF REPAIR, MAINTENANCE AND SERVICING OF GENERATOR, AIR CONDITIONERS, POWER STABILIZERS AND ELECTRICAL APPLIANCES

TENDER NO. NCCASB/OT/06/09/2024/2025

CLOSING DATE: 30TH SEPTEMBER, 2024 AT 12.00NOON

CLERK'S CHAMBERS Telegraphic Address Telephone 020 2216151

Email: clerk@nairobiassembly.go.ke
Web: www.nairobiassembly.go.ke

County Assembly City Hall Buildings P O Box 45844-00100 Nairobi, Kenya

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INVITATION TO TENDER

PROCURING ENTITY: Nairobi City County Assembly Service Board P.O Box 45844 – 00100 Nairobi – Kenva

CONTRACT NAME AND DESCRIPTION: Provision of Repair, Maintenance and Servicing of Generator, Air Conditioners, Power Stabilizers and Electrical Appliances.

- 1. The *Nairobi City County Assembly* Service Board invites sealed tenders for **Provision of Repair, Maintenance** and Servicing of Generator, Air Conditioners, Power Stabilizers and Electrical Appliances.
- 2. Tendering will be conducted under open competitive tendering method using a standardized tender document and is open to all qualified and interested Tenderers. Tenderers will be allowed to tender for one or more items.
- 3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *i.e.* .0800 to 1700 hours at the address given below. Tender documents may be viewed and/or downloaded free of charge from the Nairobi City County Assembly website www.nairobiassembly.go.ke or from the government tender portal www.tenders.go.ke
- 4.A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KES 1,000.00 payable to Nairobi City County Assembly Account at the Co-operative Bank of Kenya, City Hall Branch, Account Number

01141232417500. Tender documents obtained electronically will be free of charge.

Tender documents may be viewed and downloaded for free from the website www.nairobiassembly.go.ke. Tenderers who download the tender document must forward their particulars immediately to;

The Clerk,

Nairobi City County Assembly 020 2216151

clerk@nairobiassembly.go.ke

- 5. All Tenders must be accompanied by a tender security of **Ksh 20,000** issued by a reputable bank/financial institution approved and licensed by Central bank of Kenya or an insurance bond from the firms approved by the Public Procurement Regulatory Authority valid for a period of 120 days.
- 6. There will be a Mandatory Site visit for all prospective bidders on 24th September 2024 from 10.00AM to 1.00PM at City Hall Building, Wabera Street, Assembly Wing at Charter Hall Ground Floor. Bidders' representatives attending the Site visit will be required to sign a Site Visit Form during the Site visit and submit it together with their tender to demonstrate that they attended the Site visit. Further, any prospective bidder who may access the tender document after 24th September,2024 would be given an opportunity for Site visit prior to the opening of tenders.
- 7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 8. Completed tenders must be delivered to the address below on or before 30th September 2024 at 12.00Noon Electronic Tenders will not be permitted.
- 9. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
- 10. Late tenders will be rejected.
- 11. The addresses referred to above are:
 - A. <u>Address for obtaining further information and for purchasing tender documents</u>
 Nairobi City County Assembly

Located at City Hall Building, Wabera Street

P.O Box 458844-00100- Nairobi-Kenya Contact Person - The Clerk, Nairobi City County Assembly 020 2216151 clerk@nairobiassembly.go.ke

B. Address for Submission of Tenders.

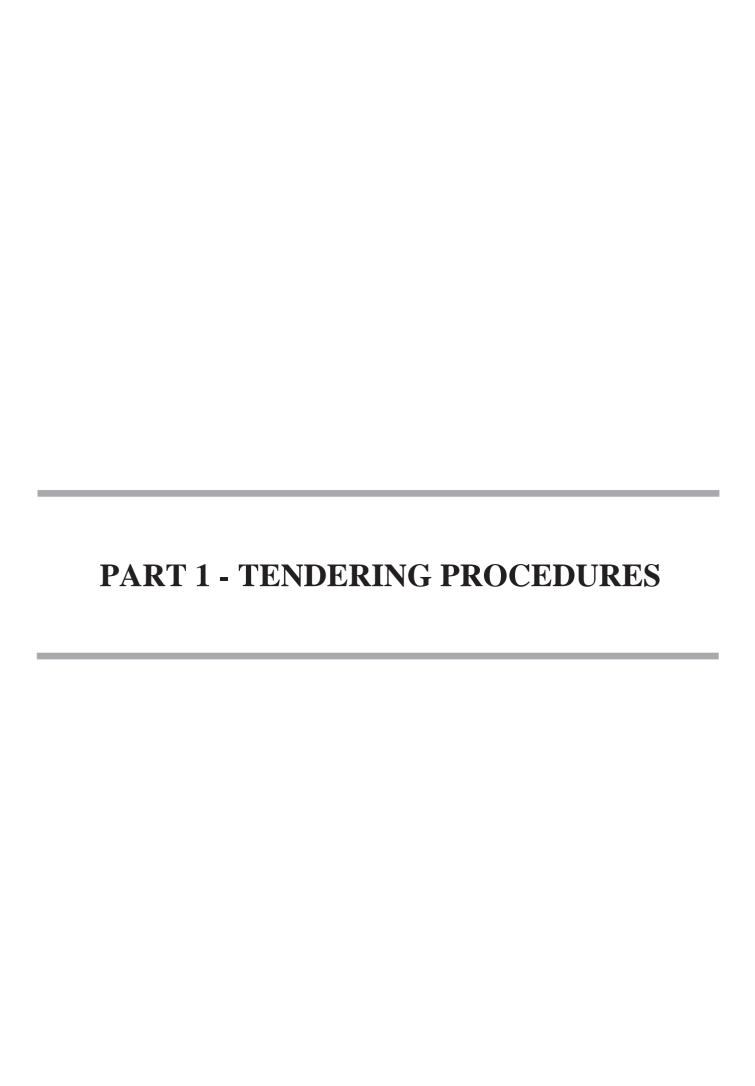
Nairobi City County Assembly
P.O BOX 458844-00100- Nairobi-Kenya
Contact Person The Clerk,
Nairobi City County Assembly
020 2216151
clerk@nairobiassembly.go.ke

- 1. Physical address for hand Courier /Delivery to an office or Tender Box: Located at Nairobi City County Assembly City Hall Building, Wabera Street, 2nd floor, outside room 277,
- 2. Bulky tenders that do not fit in the tender box shall be registered in the procurement office, room 277.
 - C. Address for Opening of Tenders.

Nairobi City County Assembly

Physical address for the location: Nairobi, Wabera Street, City Hall Building, Charter Hall.

THE CLERK, NAIROBI CITY COUNTY ASSEMBLY



SECTION I - INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

1.1 This tendering document is for the delivery of Maintenance Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of lots (contracts) of this ITT procurement are specified in the **TDS**.

2. Definitions

- 2.1 Throughout this tendering document:
 - 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 context so requires, "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 contract.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, 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.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act2 010, 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.
- 3.3 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 consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.
- 3.4 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 consulting services related to the contract being tendered for. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided 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 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.
- 3.5 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

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 an association or subcontracting arrangement or a Joint Venture (JV) 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. 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, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 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 Maintenance 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
 - Would be providing goods, works, or maintenance services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 2.1 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 conflict stemming 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. 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.
- 4.6 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 prequalified 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 electronic address info@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 A Tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.
- 4.9 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 taken 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.
- 4.10 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 9".
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 TheProcuringEntitymayrequiretendererstoberegisteredwithcertainauthoritiesinKenya.Suchregistration shall be defined in the **TDS**, butcaremustbetakentoensuresuchregistrationrequirementdoesnotdiscourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signature of contract.
- 4.13 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
- 4.14 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.

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 prequalification of Tenderers has been undertaken as stated in ITT 18.4, 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 9.

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

v) Section V- Procuring Entity's Requirements

PART 3: Contract

- vi) Section VI- General Conditions of Contract (GCC)
- vii) Section VII- Special Conditions of Contract (SCC)
- viii) Section VIII- Contract Forms
- 6.2 The Invitation to Tender (ITT) or the notice to prequalify 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 9. 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 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 and a pre-arranged pretender visit of the site of the works

- 8.1 The Procuring Entity shall specify in the **TDS** 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 visit of the site of the works 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 pretender visit of the site of the works, 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 works 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.

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 works 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 web page 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 10.

10. Amendment of Tendering Document

- 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 webpage in accordance with ITT 8.1.
- 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 maybe 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:** Schedules or Requirements and 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 In addition to the requirements under ITT 12.1, 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. The Tenderer shall chronologically serialize pages of all tender documents submitted. 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 21.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

- 15.1Unless otherwise indicated in the TDS, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Tenderer shall be considered by the Procuring Entity.
- 15.2When 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.
- 15.3When specified in the TDS, Tenderers are permitted 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

- 16.1The 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.
- 16.2All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 16.3The 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.
- 16.4The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 13.1.
- 16.5The 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.
- 16.6All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.
- 16.7If 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.
- 16.8For 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 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 Maintenance 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 Maintenance 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.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 19.1 Tenderers shall complete the Form of Tender and all the Tendering Forms included in Section IV to establish their eligibility in accordance with ITT 4.
- 19.2 The documentary evidence of the Tenderer's qualifications to perform 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 In the event that prequalification of Tenderers has been undertaken as stated in the **TDS**, only Tenders from prequalified Tenderers shall be considered for award of Contract. The prequalified Tenderers should submit with their Tenders any information updating their original prequalification applications or, alternatively, confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission.
- 19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a 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 there by help to prevent any corrupt influence in relation to the procurement process or contract management.
- 19.5 The purpose of the information described in ITT 18.1 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.
- 19.6 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 ITT 6.3. 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.
- 19.7 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.
- 19.8 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.
- 19.9 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 ongoing, 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,
 - iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person shave committed any criminal offence.

- 19.10 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 6.7 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 which was not attributable to the intentional act, negligence or recklessness of the tenderer.
- 19.11 A Kenyan tenderer shall provide 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.

20. Period of Validity of Tenders

- 20.1enders 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 23.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 20.2In 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 ITT 20, 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, except as provided in ITT 19.3.

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 20.1, 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,
- 21.4If 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.
- 21.5If a Tender Security is specified pursuant to ITT 20.1, 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.
- 21.6The 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. The Procurement Entity shall also return tender security to the tenderers where;
 - a). The procurement proceedings are terminated
 - b). All tenders were determined non-responsive and
 - c). Where a bidder decline to extent the tender validity period.
- 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 thereto provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a performance security in accordance with ITT 46.

- 21.8The 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 12.2.
- 21.9If a Tender Security is not required in the **TDS**, pursuant to ITT 20.1, and
 - a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 45; or
 - ii) furnish a performance security in accordance with ITT 46;
 - the Procuring Entity may, if provided for **in the TDS**, declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of time as stated **in the TDS**.

22. Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, 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:
 - in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
 - in an envelope or package or container marked "COPIES", all required copies of the Tender; and
 - if alternative Tenders are permitted in accordance with ITT 13, 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 that are misplaced or opened prematurely will be rejected.

24. Deadline for Submission of Tenders

- 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**.
- The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, 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 deadline for submission of Tenders, in accordance with ITT 23. 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 an 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:
- 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
- 26.3 received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.
- 26.4 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.
- 26.5 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 ITT 24.1).
- 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.
- 27.9 The Tenderers' representatives who are present 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 opening registers shall be distributed to all Tenderers 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 41.
- 22.2 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 27.2, 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 breakdowns 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 ITT 32.
- 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

- 31.1 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

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 Maintenance 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.
- 31.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT18, 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.
- 31.3 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. Non-conformities, Errors and Omissions
- 31.4 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 31.5 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.
- 31.6 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non material 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 Corrected tender prices shall not be used in the evaluation of tenders, comparison of tender prices.
- 32.2 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 anyway by any person or entity.
- 32.3 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,

33. Conversion to Single Currency

33.1 For evaluation and comparison purposes, conversion of the currency (ies) of to a single currency preference shall not apply.

34. Margin of Preference

- 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 Most Advantageous 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 15.4;
 - b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;
 - c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 31.3;
 - d) The additional evaluation factors are specified in 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.

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 or that genuine competition between Tenderers is compromised.
- 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 tender 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 tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering processor (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document
- 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 a 30% 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

- 39.1The 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.
- 39.1 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT18. 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.
- 39.2 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 whooffers 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 thereby 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 into a Contract/Notification of award

- 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 in to a Contract/Notification of award 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 standstill period;

43. Standstill 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 into a Contract with the successful Tenderer.

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's <u>Notification of Intention to Enter into a Contract</u> referred to in ITT 43, 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. .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 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the <u>Letter of Award</u> 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 Most Advantageous 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 under the Contract, at an hourly fee specified **in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with the proposed Adjudicator, 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 areas 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 Maintenance Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS		
A. General			
ITT 1.1	Scope of Tender		
	The Tender reference number is: Tender No. NCCASB/OT/06/09/2024/2025		
	The Procuring Entity is: Nairobi City County Assembly Service Board		
	The name of the Tender is: Provision of Repair, Maintenance and Servicing		
	of Generator, Air Conditioners, Power Stabilizers and Electrical		
	Appliances.		
ITT 2 a)	Electronic procurement is Not Applicable		
ITT 2.2	Intended completion date		
	Intended completion date will be October 2025 with an option of renewal		
	for up to a maximum duration of 3 years. Renewal for each 12 month period		
	of service shall be solely at the discretion of Nairobi City County Assembly		
	Service Board and shall not apply automatically		
ITT 3.3	Unfair Competitive Advantage		
	Bidders shall be required to sign the Certificate of Independent Tender		
	Determination to confirm that they shall not engage in any unfair practices		
ITT 3.4	Not Applicable		
B. Contents of	Tendering Document		
ITT 4.1 E	ligible Tenderers		
Jo	oint Ventures are allowed up to a maximum of three		
ITT 7.1 N	Iandatory Site visit will be on 24th September 2024 from 10.00 Am		
ITT 8.4	fot Applicable		
ITT 9.1 C	larification of Tender Documents		
A	prospective tenderer requiring any clarification of the tender document may		
n	otify NCCA in writing through clerk@nairobiassembly.go.ke. Clarification of		
	enders requested by the tenderer must be received by NCCA not later than three		
	B) days prior to the deadline for submission of tenders. NCCA shall reply to any		
	arifications sought by the tenderer within three (3) working days excluding		
	reekends/public holidays of receiving the request to enable the tenderer to make		
l l	mely submission of its tender.		
N	CCA shall also promptly publish responses on the website		
	ww.nairobiassembly.go.ke.		
	ocuments comprising the Tender		
	idders shall be required to submit Power of Attorney confirming authorized		
	gnatory of the Tender to commit the tenderer		
	lternative Tenders		
	Iternative tenders are NOT allowed		
l l	lternative times for completion		
	Iternative times for completion shall NOT apply		
C. Preparation of Tenders			
ITT 16.7	Tender Prices and Discounts		
	Prices quoted in the tender shall NOT be subject to adjustment during		
	performance of the contract save for an increase/decrease in the number of		
	equipment.		
ITT 20.1	Period of Validity of Tenders		
	Tenders shall remain valid for a period of 120 days from the date of tender		
	opening. Tenders valid for a shorter duration shall be rejected		

Tenderers shall submit an original tender security (Bid bond) amounting to Kenya Shillings 'Enventy Thousand (Sash 20,000); in form of a Bank guarantee from a bank licensed and operating in Kenya or an insurance company registered with the Insurance Regulatory Authority and listed by PPRA and valid for One Hundred and twenty (120) days. This shall be in the format provided in the tender document TT 22.1	ITT 21.1	Tender Security
registered with the Insurance Regulatory Authority and listed by PPRA and valid for One Hundred and twenty (120) days. This shall be in the format provided in the tender document TIT 22.1 Format and Signing of Tender In addition to the original of the tender, the Bidder shall submit One (1) no. copy TIT 22.3 The written confirmation of authorization to sign on behalf of the Tenderer MUST be submitted in the form specified in TIT 13.1 i) D. Submission and Opening of Tenders TIT 24.1 Deadline for Submission of Tenders For tender submission purposes only, the address to be used shall as follows; THE CLERK NAIROBI CITY COUNTY ANSEMBLY P. O. BOX 45844—001006, NAIROBI CHERK NA		
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Institute of Arbitrators (CIArb Kenya)		
		Institute of Arbitrators (CIArb Kenya)

ITT 50.1

Procurement Related Complaint

The procedures for making a Procurement-related Complaint are available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.

If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery to:

THE CLERK
NAIROBI CITY COUNTY ASSEMBLY
P. O. BOX 45844 – 00100,
NAIROBI - KENYA

or

Email: clerk@nairobiassembly.go.ke

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each Year-Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single Contract-Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use **the Standard Tender Evaluation Report for Goods and Works** for evaluating Tenders.

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 requirements in the ITT, and that the tender is complete *in all* aspects in meeting the requirements of "Part 2–Procuring Entity's Services Requirements", including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report for Goods and Works for evaluating Tenders provides clear guidelines on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

3.	Tender Evaluation	(ITT 34) Price e	valuation : in	addition to the	criteria listed in	ITT 34.2 (a)–(d)

the following criteria shall apply:

i)	Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:
ii)	Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows:
iii)	Other Criteria; if permitted under ITT 34.2 (e):

4. Multiple Contracts

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be

awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5. Alternative Tenders (ITT 14)

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Procuring Entity's requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6. Margin of Preference

Apply Margin of Preference, if so allowed to all evaluated and accepted tender as follows.

If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).

Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.

After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) *Group A*: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post qualification and Contract award (ITT 38.1), more specifically,

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

30

ii)	Minimum <u>average</u> annual services turnover of Kenya Shillings
iii)	At least(insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillingsequivalent.
iv)	Contractor's Representative and Key Personnel, which are specified as
v)	Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable]
iv)	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(specify years). The required information shall be furnished in the appropriate form.
Pend	ling Litigation
Teno respe	ncial position and prospective long-term profitability of the Single Tenderer, and in the case the derer is a JV, of each member of the JV, shall remain sound according to criteria established with ect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved ast the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.
Litig	gation History
appr	e shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last (specify years). All parties to the contract shall furnish the information in the opriate form about any litigation or arbitration resulting from contracts completed or ongoing or its execution over the years specified. A consistent history of awards against the Tenderer or any laber of a JV may result in rejection of the tender.

b)

c)

EVALUATION CRITERIA

The tenders submitted will be evaluated in three (3) stages; Mandatory, Technical, and Financial. The evaluation stages will be as follows: -

- Preliminary / Mandatory Evaluation
- Technical Evaluation
- Financial Evaluation

1. STAGE ONE: PRELIMINARY / MANDATORY EVALUATION

- At this stage, the tenderer's submission will either be responsive or nonresponsive in the entire mandatory (MR) requirements above. The nonresponsive submissions will be eliminated from the entire evaluation process and will not be considered further.
- Tenderers applying under joint venture (JV) agreement shall submit Mandatory requirements MR1, MR2, MR3, MR4, MR5, MR6, MR11, MR12 and MR14 for all the firms bidding under joint venture.

MANDATORY QUALIFICATION REQUIREMENTS

NO	REQUIREMENTS	
MR-1	Provide documentary evidence of the company's Certificate of Incorporation/Registration	
MR-2	Provide copy of the company's valid Tax Compliance certificate issued by Kenya Revenue Authority (KRA) valid as at the Tender Closing Date.	
MR-3	Provide VAT and PIN Certificates	
MR-4	Must attach CR 12 form	
MR-5	Must submit dully filled business questionnaire in the format provided	
MR-6	Must submit a copy of Valid Single Business Permit	
MR-7	Must submit NCCA site visit form duly signed and stamped by project manager	
MR-8	Tender security in for form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or insurance bond from the firms approved by Public Procurement Regulatory Authority (PPRA) of Kshs. 20,000 valid for a period of 120 days after the close of the deadline for submission of tenders	
MR-9	Dully filled form of Tender in the prescribed format in the tender document	
MR-10	Must submit power of Attorney /sworn in affidavit confirming authorised signatory of the tender to commit the tender	
MR-11	Dully filled Self declaration form(SDI)	
MR-12	Dully filled self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice (SD2)	
MR-13	Submission of a well-bound and paginated bid document including all attachments (all pages MUST be serialized)	
MR-14	Provide a dully filled certificate of independent tender determination	
MR-15	Submit dully filled Priced Activity Schedule in the prescribed format in the tender document	
MR-16	Provide a list of likely spares for the contract (Air conditioners, generator, power stabilizer and electrical appliances) The bidder should indicate the unit cost of such spares in their Priced Schedule Forms. The costs for the spares should be expressly indicated so and separated from the	

	cost of the support and maintenance contract.
MR 17	Bidders must submit a detailed technical proposal on how they intend to provide the services in
	compliance with the Scope of services and terms of reference.

2. STAGE TWO: TECHNICAL EVALUATION

(i) Mandatory technical Evaluation

For each of the following Mandatory Technical Requirements, the Bidder must describe how its Technical Bid responds to each Requirement as follows:

- Bidders to respond with YES/ NO by ticking bidder's response column and attach all relevant documentation for each item
- Bidders who provide a response of NO in any of the provided requirement will be automatically disqualified.
- Bidders who fail to attach the required documentation will also be automatically disqualified.

Firms Technical Requirement

No	s Technical Requirer Item	Technical Requirement		Bidders	
140	Ittili	-		Response	
				Yes	No
1.	AIR		a) Minor service		
	CONDITIONERS	i.	Cleaning the body parts of all equipment;		
		ii.	Checking and cleaning the drainage system;		
		iii.	Checking and cleaning the evaporator unit;		
		iv.	Checking and cleaning the condensing unit;		
		v.	Checking the electrical connectors;		
		vi.	Checking and cleaning all filters;		
		vii.	Checking and cleaning control valves and auxiliary controls;		
		viii.	Checking refrigeration piping for leaks;		
		ix. Checking all drainage systems for leaks and Tightening all connections;			
		х.	Checking and testing the compressor panels/remote controllers;		
		xi.	xi. Checking the general performance of the units;		
		xii.	Cleaning the working area to the customer's satisfaction		
		b)	Major service		
		i.	Checking the body parts of all equipment;		
		ii.	Checking and cleaning the drainage system;		
		iii.	Checking and cleaning the evaporator unit;		
		iv.	Checking and cleaning the condensing unit;		
		v.	Checking the electrical connectors;		
		vi.	Checking and cleaning all filters;		
		vii.	Checking driving belts and motors;		
		viii.	Lubricating all bearing, fan motors and mechanical		

		1				1
			parts;			
		ix. Che	cking and cleaning	control valves and	d auxiliary	
		cont	trols;			
		x. Che	cking refrigeration pip	oing for leaks;		
			cking all drainage sys	•		
			Tightening all loose co			
			= =		fuses and	
			cking and testing po	wer sources and an	ruses and	
			uit breakers;		-	
			cking and testing rations;	the compressors f	for proper	
			cking and cleaning trollers;	g all control par	nels/remote	
		xvi. Che	cking the general perf	formance of the units:		
			cking refrigerant press			
			ightening all fins on e		eina unite	
			= =	=	=	
			cking the coolant leve	arrieon and gas char	ging to full	
		-	acity;			
			ing invoice/costing an			
		xxi. Pair	nting/ ant rusting all ru	sted areas; and Recor	d keeping.	
		c)	Fault reporting and (escalation		
		Situation			Response	
		Situation	, 		time	
		Minor f	aults		2hrs	
		Mediun	n faults (faults t	hat may require	4hrs	
		replacei	ment of parts)	J 1		
		Major f	aults and replacement	/provision of stand-	8rs	
		by equi				
2.	ELECTRICAL	/	lle of works /deliverable		~ Electrical	
	APPLIANCES		tor and repair electric oution boards, circuit brea		g Electrical	
	AND FITTINGS		e faulty sockets;	akers and switches,		
			e faulty lighting; flickering	ng lights and blown Bulb	os;	
		d. Monito	r power voltages;			
			or and repair tripping elec			
			faulty electronic power ics door access and other		or in urinals,	
			optimal functioning		ards to the	
			ed standards;	or the distribution of		
		h. Servi	cing of all points socket		ng first floor	
			t line from executive side			
			ng of Clean power sock ard controls room, securit			
		j. Serving and ensuring optimal uninterruptable power supply (3); 5 KVA (Hansard control room), 10 KVA (Plenary chambers) and				
		20KVA (Basement Server rooms);				
		k. Give support in the servicing an maintenance of any other				
		electrical appliances and fittings as may be identified during the				
		site visit; b) Service measure and expectations				
		s/no Service Expected response				
		1.	Emergency service	Within 2 hours of	notification	
				call		
		2.	Event service	Within 3 hours of no	otification	

		3.	Routine service	As provided for in	this contract		
3.	AUTOMATIC	A) S	chedule of works				
	VOLTAGE	i. Ens	i. Ensure optimal stabilizer performance to stabilize the				
	REGULATOR	uns	unstable power supply voltage within the corresponding				
	(AVR) POWER	scal	scale, and make various circuits and electrical equipment				
	STABILIZER		work stably under normal voltage;				
			Ensure tight terminals connection both input and output;				
			i.Ensure optimal/stable power for safe power output;				
			v. Maintain a stable stabilizer switching;				
			. Maintain proper stabilizer LEDs lighting for ease of fault detection;				
			i. Monitor current of high breaking circuit breaker switch;				
		vii.					
			ii. Maintain serviceable carbon brushes and contact				
			pressure;				
		_	c. Check for voltage stabilizer coil burns;				
			_		nmer		
			x. Check for proper functioning of voltage trimmer potentiometer;				
		xi.	=				
		xii.					
			reliable power supply.				
		xiii.	1 1 ,				
		xiv.	1 0				
			verify its accuracy;				
		XV.					
			any signs of wear, da				
		xvi.	Check cooling fans an				
		cleanliness, in good condition, and functioning					
			correctly;				
		XV11.	xvii. Address unusual noises or vibrations emanating from				
		the stabilizer;					
		Lovel	b) Maintenance Me	tnoaology	Degnange		
		Level	Situation		Response Time		
		1.	Minor faults		2hrs		
		2.	Emergency service		2hrs		
		3.	Medium faults(faults	• •			
			replacement of parts)		24hrs		
		4.	3	nd replacement			
		s/provision 24hrs					
		of stand-by equipment					
		5.	Scheduled service/ma	nintenance	Quarterly		

4	150KVA	a) Major service	T
4	GENERATOR	a) Major service Every year or every 1, 500 hours, whichever comes	
	GENERATOR		
		earlier, conduct routine maintenance checks including but not limited to:	
		1. Air cleaner restriction – check	
		2. Air leaks, air intake and exhaust systems check	
		3.Inspect the cooling fan belt tensioner;	
		4.Replace the coolant filter	
		5.Check the engine wiring harness	
		6.Remove and install the fuel filter (spin on)	
		7.Check the cold weather starting aids	
		8.Inspect the crankcase breather	
		9.Check engine hoses	
		10.Check mounting bolts	
		11.Clean the engine steam	
		12.Check the vibration damber	
		13. Adjust the overhead set;	
		14. Check the air compressor discharge lines	
		15.Check the fan hub belt driven	
		b) Minor service	
		every three months or every 250 hours, whichever comes	
		earlier, conduct routine maintenance checks including but not limited	
		1.Check the accumulated hours	
		2.Drain and renew lubricating oil	
		3.Replace lubricating oil filter	
		•	
		4. Replace fuel filter 5. Replace victor filter if applicable	
		5.Replace water filter if applicable 6. Charles angine for oil and water leakages	
		6.Check engine for oil and water leakages	
		7.Clean up the lift pump pre filler	
		8. Check engine for water leakages	
		9.Clean vacuum indicator and replace air filter if necessary	
		10. Supplemental coolant additive (SCA) and anti-freeze	
		concentration-check	
		11.Inspect battery charger and self-starter	
		12.General cleaning, physical checks and testing	
		13.Reports	

(ii) Firms Technical Evaluation

- (a) This section consists of 100 Marks.
- (b) Bidders who score less than 75 marks in this section will not proceed to the mandatory technical evaluation stage.
- (c)Bidders should attach document evidence for the requirements provided

No.	Evaluation Attribute	Weighting Score	Max. Score
		Attach 3 Evidences in form of LSOs/Contract documents – Signed and stamped by the respective clients) (15 Marks) each	45
–		Provide evidence in form of duly signed 2 recommendation letters of having undertaken and completed work of similar nature and complexity (5Marks each)	10

T.S.3	Physical Facilities • Provide details of physical address and contacts – (attach evidence)	 Details of physical address/location and contacts with copy of title or lease documents or latest utility bill – (10 Marks) Not provided – (0 Marks) 	10
T.S.4	Commitment letter Letter of Commitment to complete all works as per requirements	The bidder to make undertaking that they are able to meet the set timelines during the contract period (5 Marks)	5
T.S.5	Human Resource Capacity Qualified Key Personnel's Provide CVs & Certificates of at least 3 technical staff with at least 3 years' experience in similar assignments.	Each technical staff shall earn 10 marks i.e. 5 mark in experience and 5marks for Diploma in Electronic and Electrical Engineering or relevant qualification (30 Marks)	30
	TOTAL SCORE		100

NOTE:

- a) Bidders who obtain 60 marks and above shall proceed to the financial evaluation stage.
- b) Similar assignments means provision of repair and maintenance services for air Conditioners, generators, power stabilizers and electrical appliances.

STAGE THREE

Financial evaluation: - This will involve undertaking comparison of the prices submitted by the tenderers to determine the lowest evaluated responsive tenderers.

STAGE FOUR – DUE DILIGENCE

Due diligence **MAY** be conducted on **the lowest evaluated responsive bidders.** The exercise will involve verification of the tenderer's qualification information submitted in compliance with the Mandatory and Technical requirements on capacity to deliver the contract. The Tender Evaluation Committee will conduct due diligence at least two firms where the bidder is offering / has offered similar services in the last five years. The feedback from the firms/clients visited on the quality of the services provided by the respective bidder will be used to assess the bidder's ability to execute NCCAS prospective contract. If the respective bidder will be found to have provided false information in regards to the qualification will be disqualified.

The following and much more will be verified in such visits:

a. Physical premises

RECOMMENDATION FOR AWARD

The lowest evaluated responsive bidders will be recommended for award if after the due diligence the bidder's qualification information provided in the bid document will be validated with the information obtained during the due diligence. The recommendation shall be upto three (3) bidders

•

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS

- i) All italicized text is to help the Tenderer in preparing this form.
- ii) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.
- iii)Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (s) below.

Date of this	Tender submission:	[insert date (as da	y, month and year)	of Tender submiss	ion] Tender
Name	and	Identification:	[insert	identification]	Alternative
No.:	:[insert identification No if this is a Tender for an alternative]				
То:	[Insert com	aplete name of Procuring E	ntity]		

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;
- b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.7;
- *Conformity:* We offer to provide the Maintenance services in conformity with the tendering document of the following: [insert a brief description of the Maintenance services];
- *Tender Price:* The total price of our Tender, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the

respective currencies];

No	Descrption of Services	Quantity	Annual Unit Price	Total Annual Price
	Provision of maintenance services for 150 KVA Generator	1		
	Provision of repair, maintenance and servicing of Air Conditioners	12		
	Provision of repair and maintenance services to automatic voltage regulator/power stabilizers model nu:SWB-F-50-K	2		
	Provision of repair maintenance and servicing of electrical appliances and fittings	Lot		
	Total Price		1	

- 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 ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;
- 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;
- *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, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].

Name of Recipient	Address	Reason	Amount

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

[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 Most Advantageous 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 Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from ____(specify website) during the procurement process and the execution of any resulting contract.

- r) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- s) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
 - a) Tenderer's Eligibility; Confidential Business Questionnaire to establish we are not in any conflict to interest.
 - b) Certificate of Independent Tender Determination to declare that we completed the tender without colluding with other tenderers.
 - c) Self-Declaration of the Tenderer- to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

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) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

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	1. Country
	the Tenderer.	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	
	(postal and physical addresses,	
	email, and telephone number) 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 (postal and physical	
	addresses, email, and telephone	
	<i>number</i>) of	
	state which stock exchange	

General and Specific Details

Name in full	Age	

Nationality_____Country of Origin____

Citizenship _____

Sole Proprietor, provide the following details.

c) **Partnership,** provide the following details

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

b)

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				
DISC i)	Are there any person/persons in. has/have an interest or relationsh	nip in this firm? Yes/No	(Name	e of Procuring Entity) who
	Names of Person	Designation in		Interest or Relationship wi
1		Procuring Ent	ity	Tenderer
2				
3				
Type of (Disclosure YES OR NO	If YES prov	vide details of the relationsl rer
	is directly or indirectly controlled or common control with another	d by		
	receives or has received any dire ubsidy from another tenderer.	ct or		
nother te				
lirectly o outs it in another te	as a relationship with another tender through common third parties, to a position to influence the tender enderer, or influence the decision	hat of s of		
rocess.	ring Entity regarding this tenderi			
consulta echnical he subject	e Tenderer's affiliates participate ant in the preparation of the desig specifications of the works that a ct of the tender.	n or re		
non-const luring im	would be providing goods, work ulting services or consulting services or consulting services of the contract special der Document.	ices		
Tenderer relations Procurin	r has a close business or family hip with a professional staff of the g Entity who are directly or indirectly in the preparation of the Tender			
	T T T	I	I	

Registered Company, provide the following details.

iii) Give details of Directors as follows.

State the nominal and issued capital of the Company: -

Private or public Company _____

Nominal Kenya Shillings (Equivalent)

Issued Kenya Shillings (Equivalent)_____

d)

2

3

4

5

6

i)

ii)

	Type of Conflict	Disclosure	If YES provide details of the relationship
		YES OR NO	with Tenderer
	document or specifications of the Contract,		
	and/or the Tender evaluation process of such		
	contract.		
8	Tenderer has a close business or family		
	relationship with a professional staff of the		
	Procuring Entity who would be involved in		
	the implementation or supervision of the such		
	Contract.		
9	Has the conflict stemming from such		
	relationship stated in item 7 and 8 above been		
	resolved in a manner acceptable to the		
	Procuring Entity throughout the tendering		
	process and execution of the Contract.		

f)	Certifics	4:
• • • • • • • • • • • • • • • • • • • •	(erillics	arion

of submission.	given above is complete, current and accurate as at the date
Full Name	
Title or Designation	
(Signature)	(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the	unde	rsigned, in submitting the accompanying Letter of Tender to the	
Entity	1 for		
tende	<i>r]</i> in 1	response to the request for tenders made by:	rer]
do he	reby	make the following statements that I certify to be true and complete in every respect:	
I certi	ify, o	n behalf of [Name of Tenderer]	that
1.	I ha	we read and I understand the contents of this Certificate;	
2.		derstand that the Tender will be disqualified if this Certificate is found not to be true and complete in ry respect;	
3.		n the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the der on behalf of the Tenderer;	;
4.		the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include a ividual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:	ıny
	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;	3,
5.	The	e 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;	on,
	b)	The Tenderer has entered into consultations, communications, agreements or arrangements with one more competitors regarding this request for tenders, and the Tenderer discloses, in the attack document(s), complete details thereof, including the names of the competitors and the nature of, a reasons for, such consultations, communications, agreements or arrangements;	hed
6.		particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no sultation, communication, agreement or arrangement with any competitor regarding:	
	a)	prices;	
	b)	methods, factors or formulas used to calculate prices;	
	c) d)	the intention or decision to submit, or not to submit, a tender; or the submission of a tender which does not meet the specifications of the request for Tenders; except specifically disclosed pursuant to paragraph (5) (b) above;	as
7.	rega requ	addition, there has been no consultation, communication, agreement or arrangement with any competenting the quality, quantity, specifications or delivery particulars of the works or services to which the uest for tenders relates, except as specifically authorized by the procuring authority or as specifically authorized pursuant to paragraph (5) (b) above;	this
8.	indi the	terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly irectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuan agraph (5) (b) above.	g of
Name	è		
Date			

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

(iii) SELF-DECLARATION FORMS

FORM SD 1

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

resid	ent ofby make a statement as follows	in the Republ	ic of	being a do				
1.	THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of							
	No. for.	(insert ten g entity) and duly authorized as	nder title/description) for	-				
2.	THAT the aforesaid Bidder, i	its Directors and subcontractor er Part IV of the Act.	s have not been debarred from	n participating in				
3.	THAT what is deponed to he	rein above is true to the best of	my knowledge, information	and belief.				
(Titl	e)	(Signature)	(Date)					
Bidd	er Official Stamp							

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,	of P. O. Boxbeing a resident in the Republic ofdo hereby						
	statement as follows: -						
1.	THAT I am the Chief Executive/Managing Director/Principal Officer/Director of						
	No						
2.	THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or raudulent 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						
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						
4.	ΓΗΑΤ the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender						
5.	ΓΗΑΤ what is deponed to herein above is true to the best of my knowledge information and belief.						
(Title)	(Signature) (Date)						

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I(person) on behalf of (Name of the Business/Company/Firm)decla	re
that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 201 Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and mesponsibilities under the Code.	
I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procureme and Asset Disposal.	nt
Name of Authorized signatory.	
Sign	
Position	
Office address	
E-mail	
Name of the Firm/Company.	
Date	
(Company Seal/ Rubber Stamp where applicable)	
Witness	
Name	
Sign.	
Date	
•••	

iv) APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

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 1.1 above.

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

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under subsection (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;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement:
 - 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 tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes 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 awarding 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:
 - 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
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- (b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
 - "fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ 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 debar or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Subcontractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² 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.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated 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.

²Inspections 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 INFORMATION FORM

[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:	finsert legal name of each member in JVl				
	egistration: [insert actual or intended country of registration]				
4. Tenderer's year of registration: [insert Tend	derer's year of registration]				
	on: [insert Tenderer's legal address in country of registration]				
6. Tenderer's Authorized Representative					
Name: [insert Authorized Representativ					
Address: [insert Authorized Representative					
Telephone: [insert Authorized Representative]					
Email Address: [insert Authorized Represer					
	nents of [check the box(es) of the attached original documents]				
	alent documents of constitution or association), and/or documents of				
registration of the legal entity named above, in a					
	JV or JV agreement, in accordance with ITT 4.1.				
	tax exemption certificate in case of Kenyan tenderers issued by the the				
Kenya Revenue Authority in accordance with					
*	1				
• Legal and financial autonomy					
 Operation under commercial law 					
• • Establishing that the Tenderer is not u	under the supervision of the agency of the Procuring Entity				
8.Included are the organizational chart and a l	list of Board of Directors.				

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table be filled in for the Tenderer and for each member of a Joint Venture]].	? shall
Date	
ITT No.: [insert number of Tendering process]	
Alternative No.:	native]
1. Tenderer's Name: [insert Tenderer's legal name]	
2. Tenderer's JV Member's name: [insert JV's Member legal name]	
3. Tenderer's JV Member's country of registration: [insert JV's Member country of registration]	
4. Tenderer's JV Member's year of registration: [insert JV's Member year of registration]	
5. Tenderer's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]	
6. Tenderer's JV Member's authorized representative information	
Name: [insert name of JV's Member authorized representative]	
Address: [insert address of JV's Member authorized representative]	
Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]	
Email Address: [insert email address of JV's Member authorized representative]	
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 registration documents of the legal entity named above, in accordance with ITT 4.4.	on
☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonom operation in accordance with commercial law, and that they are not under the supervision of the Procuric Entity, in accordance with ITT 4.6.	
8.Included are the organizational chart and a list of Board of Directors.	

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee] Beneficiary: **Request for Tenders No:** Date: TENDER GUARANTEE No.: **Guarantor:** ______ We have been informed that ______ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of under Request for Tenders No. _____("the ITT"). Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ______ upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant: (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or 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. 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. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

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

[signature(s)]

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENI	DER GUARANTEE No.:	
1.	dated [Date of submission	inderer] (hereinafter called "the tenderer") has submitted its tender of tender] for the
2.	Company] having our registered of	oresents that WE
	Sealed with the Common Seal of the	e said Guarantor thisday of 20
3.	NOW, THEREFORE, THE CONI	DITION OF THIS OBLIGATION is such that if the Applicant:
		during the period of Tender validity set forth in the Principal's nder Validity Period"), or any extension thereto provided by the
	Validity Period or any ext Contract agreement; or (ii)	acceptance of its Tender by the Procuring Entity during the Tender tension thereto provided by the Principal; (i) failed to execute the has failed to furnish the Performance Security, in accordance with ("ITT") of the Procuring Entity's Tendering document.
	upon receipt of the Procuring Ensubstantiate its demand, provided	immediately pay to the Procuring Entity up to the above amount ntity's first written demand, without the Procuring Entity having to that in its demand the Procuring Entity shall state that the demand of the above events, specifying which event(s) has occurred.
4.	copies of the contract agreement if the Applicant is not the success	if the Applicant is the successful Tenderer, upon our receipt of signed by the Applicant and the Performance Security and, or (b) ssful Tenderer, upon the earlier of (i) our receipt of a copy of the applicant of the results of the Tendering process; or (ii)twenty-eight Validity Period.
5.	Consequently, any demand for prindicated above on or before that	ayment under this guarantee must be received by us at the office 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.

FORM OF TENDER - SECURING DECLARATION

[The Ter	nderer shall fill in this Form	in accordance with	h the ins	struction	is indica	ited.]			
Date:		[date	(as	day,	mo	nth	and	year)]	
ITT	No.:	[num	ber	of	Tende	ering	proces	rs]	
Alternat	ive No.:	[insert iden	tificatio	n No if t	his is a	Tender	for an alt	ernative]	
То:		[complete	nan	ne	of	Proc	uring	Entity]	
We,	the	undersigned	l,		dec	lare		that:	
We unde	erstand that, according to yo	ur conditions, Tend	ders mus	st be sup	ported l	оу а Те	nder-Secu	ıring	
Declarat	ion.								
any cont	pt that we will automatical ract with the Procuring En breach of our obligation(s	tity for the period of	of time	of [num	ber of n	nonths			
a)	Have withdrawn our To	ender during the pe	riod of	Tender v	alidity	specifie	d in the F	form of Tender; o	or
b	Having been notified Tender validity, (i) fail Security, if required, in	to sign the Contra	ct agree						
of (i) ou	erstand this Tender Securing r receipt of your notification on of our Tender.								
Name of	the Tenderer*								
		Na	ame of the	he perso	on duly a	authoriz	zed to sign	n the Tender on b	oehalf
of the Te	enderer**								
		Ti	tle of the	e persor	signing	g the Te	ender		
		Si	ignature	of the p	erson n	amed a	bove		
		D	ate sign	ed		da	y of		
*: In the	case of the Tender submitte	ed by joint venture	specify	the nam	ne of the	Joint V	enture as	Tenderer	
**: Perso	on signing the Tender shall	have the power of	attorney	given b	y the To	enderer	attached	to the Tender	
	n case of a Joint Venture, th that submits the Tender.]	e Tender-Securing	Declar	ation mi	ıst be in	the na	me of all 1	members to the J	oint

QUALIFICATION FORMS

2 FOREIGN TENDERERS 40% RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	-	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
В	Sub contracts from Local source	S		
1				
2				
3				
4				
5				
С	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipme	nt		
1				
2				
3				
4				
5				
Е	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTI		XXXXX	
	PERCENTAGE OF CONTRAC	T PRICE		

3. FORM EQU: EQUIPMENT

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.

nem of equipme	ent ent					
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 ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured					
Omit the followi	ng information for equipment owned by th	e Tenderer.				
Owner	Name of owner					
Address of owner						
Telephone Contact name and title						
	Fax Telex					
Agreements	ts Details of rental / lease / manufacture agreements specific to the project					

4 FORM PER-1 Tenderer's/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.

Tenderer's/Contractor' Representative and Key Personnel.

1.	Title of position: Contractor's Representative						
1.	Name of candidate:						
	Duration of	[insert the whole period (start and end dates) for which this position will be					
	appointment:	engaged]					
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this					
	this position:	position]					
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level					
	for this position:	Gantt chart]					
2.	Title of position: [
	Name of candidate:						
	Duration of	[insert the whole period (start and end dates) for which this position will be					
	appointment:	engaged]					
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this					
	this position:	position]					
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level					
	for this position:	Gantt chart]					
3.	Title of position: []					
	Name of candidate:						
	Duration of	[insert the whole period (start and end dates) for which this position will be					
	engaged]						
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this					
	this position:	•					
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level					
	for this position: Title of position: /	Gantt chart]					
4.]						
	Name of candidate:						
	Duration of	[insert the whole period (start and end dates) for which this position will be					
	appointment:	engaged]					
	Time commitment: for	[insert the number of days/week/months/ that has been scheduled for this					
	this position:	position]					
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level					
	for this position:	Gantt chart]					
5.	Title of position: [insert tit	le]					
	Name of candidate						
Duration of [insert the whole period (start and end dates) for which this position							
	appointment: engaged]						
	Time commitment: for						
	this position:	position]					
	Expected time schedule	[insert the expected time schedule for this position (e.g. attach high level					
	for this position:	Gantt chart]					

5. **FORM PER - 2:**

Resume and Declaration	n - Contractor's Represen	tative and Key Personnel.
Name of Tenderer	_	

Position [#1]: [title of position from Form PER-1]					
Personnel information	Name:	Date of birth:				
	Address:	E-mail:				
	Professional qualifications:					
	Academic qualifications: Academic qualifications:					
	Language proficiency: [language and levels	of speaking, reading and writing skills] and levels of speaking, reading and writin	g skillsj			
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
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

Declaration

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:	[insert period (start and end dates) for which this
	Contractor's Representative or Key Personnel is available
	to work on this contract]
Time commitment:	[insert period (start and end dates) for which this
	Contractor's Representative or Key Personnel is available
	to work on this contract]

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):	

TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

6. FORM EL I -1.1

Tenderer Information
Form
Date:
ITT No. and title:
Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration:
[indicate country of Constitution]
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information
Name:
Address:
Telephone/Fax numbers:
E-mail address:
1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or—documents of
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, letter 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:
Legal and financial autonomy
Operation under commercial law Fixed linking that the Translation and another properties of the Properties Fixed to the Commercial law.
• Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart and a list of Board of Directors.

7. FORM ELI - 1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)
Date:
ITT No. and title:
Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: Address:
Telephone/Fax numbers: E-mail address:
1. Attached are copies of original documents of ☐ 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. ☐ 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.
2. Included are the organizational chart and a list of Board of Directors.

8. FORM CON -2

Historic	al Contract No	on-Performance, Pending Litigation and Litigation	ation	
History.	Tenderer's Na	nme:		
Date:				
JV Men	nber's Name			
ITT No.	and title:			
•				
Non-Perfo	rmed Contract	s in accordance with Section III, Evaluation and	Qualification Cri	teria
☐ Co Evaluation☐ Co	ontract non-per and Qualificat	formance did not occur since 1st January [insert y ion Criteria, Sub-Factor 2.1. erformed since 1st January [insert year] specifie	vear] specified in	Section III,
Year	Non- perform portion of contract	ned Contract Identification		Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amoun and percentag	1	contract name/ e] city/country]	[insert amount]
Pending Li	tigation, in acco	ordance with Section III, Evaluation and Qualific		
☐ No Factor 2.3.	o pending litigaending litigation	tion in accordance with Section III, Evaluation and Control of the	and Qualification	
Year of	Amount in	Contract Identification	Total Contract A	Amount

Year of dispute	Amount in dispute (currency)	Cont	ract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)	
	1 1 1		ract Identification:	-1	
			e of Procuring Entity:		
			ess of Procuring Entity:		
			er in dispute:		
			who initiated the dispute:		
		Statu	s 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					
No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-					
Factor 2.4	4.	_			
	☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-				
Factor 2.4	4 as indicated 1	below.			
Year of	Outcom	ie as	Contract Identification	Total Contract Amount	
award	percent	age		(currency), Kenya Shilling	

Year of dispute	Amount in dispute (currency)	Cont	ract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
	of Net			Equivalent (exchange rate)
	Worth			
[insert	[insert		Contract Identification: [indicate	[insert amount]
year]	percenta	ige]	complete contract name, number,	
			and any other identification]	
			Name of Procuring Entity: [insert	
			full name]	
			Address of Procuring Entity: [insert	
			street/city/country]	
			Matter in dispute: [indicate main	
			issues in dispute]	
			Party who initiated the dispute:	
			[indicate "Procuring Entity" or	
			"Contractor"]	
			Reason(s) for Litigation and award	
			decision [indicate main reason(s)]	

9. **FORM FIN -3.1: Financial Situation and Performance** Tenderer's Name: JV Member's Name_ ITT No. and title: 6.4.1. Financial Data Type of Financial information **Historic information for previous** ______years, (currency) (amount in currency, currency, exchange rate*, USD equivalent) Year 1 Year 2 Year 3 Year 4 Year 5 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

15. 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 do	cuments
--------------	---------

The Tenderer and its parties shall provide copies of financial statements for _______ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

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

²If 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.

16. FORM FIN -3.2:

Average Annual Construction Turnover Tenderer's Name: Date: JV Member's Name ITT No. and title:

Annual turnover data (construction only)					
Year	Amount	Exchange rate	Kenya Shilling equivalent		
	Currency				
[indicate year]	[insert amount and indicate				
	currency]				
Average					
Annual					
Construction					
Turnover *					

^{*} See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

17. FORM FIN -3.3:

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.

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

18. FORM FIN -3.4:

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					

19. FORM EXP - 4.1

General Relevant Work Experience

Tenderer's Name:			
Date:			
Page	of	pages	

Starting	Ending	Contract Identification	Role of
J	Year		Tenderer
Year			
		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:	

20. FORM EXP - 4.2 (a)

Specific Work and 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 □	Member in JV □	Management Contractor □	Sub- contractor
Total Contract Amount			Kenya Shilling	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:		1		
Address:				
Telephone/fax number				
E-mail:	1			
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works				
items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key				
activities				
6. Other Characteristics				

21. FORMEXP- 4.2 (b)

2 Activity No. Two

³If applicable

3.

Work Experience in Key Activities Tenderer's Name: Date: Tenderer's JV Member Name:____ Sub-contractor's Name³ (as per ITT 34): 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 4.2. **Key Activity No One:** Information Contract Identification Award date Completion date Role in Contract Sub-contractor Prime Member in Management Contractor JV Contractor Kenya Shilling Total Contract Amount Quantity (Volume, number or rate of Total quantity in Percentage Actual production, as applicable) performed under the contract participation Quantity Performed the contract per year or part of the year (ii) (i) (i) x (ii) Year 1 Year 2 Year 3 Year 4 Procuring Entity's Name: Address: Telephone/fax number E-mail:

_	
_	_
-	_/

SCHEDULE FORMS

[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column1of the Activity Schedules shall coincide with the List of Maintenance services specified in the Procuring Entity's Requirements.]

WORK SCHEDULES AND SPECIFICATIONS

The Specifications and Priced Activity Schedules

Date:	
ITT No:	
Alternative No:	·

1	2	3	4	5	6	7
Service Line/ Package	Description of Services	Units	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 3*6)
[insert number of the Service]	[insert name and full description of the services required]	[Insert number of such services required].	[insert delivery date at place of final destination per Service]	[insert number of units]	[insert unit price per unit]	[insert total price per unit]
E.g. Service Line No.	Provision repair and maintenance services to Air conditioners	12	The service will commence on 01 ST Nov 2024 to 30 th Oct 2027	The service will involve servicing, repair and maintenance to :3 no Daikin air conditioners,6no LG12000 BTUH,2no LG air conditioners,24000 Btuh and 1 no Mitsubishi ducted air conditioner 30ton		
No 2	Provision of repair and maintenance services to 2 no 50 KVA automatic voltage regulator	2	The service will commence on 01 ST Nov 2024 to 30 th Oct 2027	The service will involve servicing, repair and maintenance to 2 no 50 KVA automatic voltage regulator		
No 3	Repair, maintenance and servicing of 150 KVA generator	1	commence on	The service will involve servicing, repair and maintenance of 150 KVA generator		
No 4	Repair, maintenance and servicing of electrical appliances and fittings for Nairobi city county assembly	Lot	The service will commence on 01 ST Nov 2024 to 30 th Oct 2027	The service will entail repair maintenance and servicing of electrical appliances and electrical fittings I.e. sockets, UPS, cabling works e.t.c		

Name of Tenderer [insert complete name of Tenderer] Signature of Tenderer [signature of person signing the Tender] Date [insert date]

NOTE: BIDDERS ARE REQUIRED TO ATTACH SPARE PARTS PRICE LIST FOR EACH OF THE ABOVE SERVICE

1) List of Spare parts for Air conditioners

Item Description	Unit	UNIT PRICE
Compressor replacements	12000 BTU	
	18000 BTU	
	24000 BTU	
Capacitor	35+/- 5UF	
Complete AC LG R22		
	24 000 BTU	
AVS 15 & 30		
Freon GAS R22		
AC Card/Board		
AC Remote		
Copper pipes	1/4	
	1/2	
	3/8	
Armoflex	1/4	
	1/2	
Filter Drier	· ·	
	5/8	
Phase sequence/phase failure		
Copper clumps		
Maps gas		
Brackets		
Aluminium tape		
	Compressor replacements Capacitor Complete AC LG R22 AVS 15 & 30 Freon GAS R22 AC Card/Board AC Remote Copper pipes Armoflex Filter Drier Drainage Motor fans Phase sequence/phase failure Copper clumps Maps gas Brackets	Compressor replacements

2) List of Spare Parts for Power Stabilizers

S/No.	Item Description	UNIT PRICE
1	PCB Contactor	
2	AVR Circuit breaker	
3	Roller	
4	PCB Control Board	
5	AVR Electric meter	
6	Control Circuit	
7	Transformers	
8	Output circuit	
9	Automatic voltage switcher 30A	
10	Automatic voltage switcher 60 A	

3) List of Spare Parts for 150 KVA Generator Spare Parts

S/No.	Item Description	Unit Price
1	Oil Filter	
2	Air Filter	
3	Fuel Filter	
4	Engine Oil (per litre)	
5	Radiator Coolant (per litre)	
6	Battery 12v	
7	Battery electrolyte top up	
8	Lubricant Oil for lubrication of parts	

4) List of Spares for Electrical Fittings and Appliances

S/No.	Item Description	Unit Price
1		
2		
3		
4		
5		
6		
7		
8		

Note: Bidders are invited to schedule a site visit to the Assembly to acknowledge the kind of electrical fittings and appliances to enable generation of a list of spare parts.

1. Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment inputs].

4. OTHERS – TIME SCHEDULE

(to be used by Tenderer when alternative Time for Completion is invited in ITT 14.2)

5. NOTIFICATION OF INTENTION TO AWARD

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

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

(i) The successful Tenderer

Name: [insert name of successful Tenderer]	
Address: [insert address of the successful Tenderer]	
Contract price:	[insert contract price of the successful Tender]

(ii) Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's pricewasevaluatedincludetheevaluatedpriceaswellastheTenderpriceasreadout.]

Name of Tenderer	Tender price	Evaluated Tender price (if applicable)
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]
[insert name]	[insert Tender price]	[insert evaluated price]

2) How to request a debriefing.

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

You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

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

3) How to make a complaint?

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

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

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

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address: [insert email address]

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

In summary, there are four essential requirements:

- 1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
- 2 The complaint can only challenge the decision to award the contract.
- 3. You must submit the complaint within the period stated above.
- 4. You must include, in your complaint, all of the information required to support the complaint.
- 5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be

refundable (information available from the Public Procurement Authority at complaints@ppra.go.ke or info@ppra.go.ke

4) Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

any questions regarding this Notification pleased don't hesitate to contact us. On behalf of the Procuring Entity:

Signature:

Name:

Title/position:

Telephone:
Email:

The Standstill Period may be extended as stated in Section 4 above. If you have

2 Request for Review

Board Secretary

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO OF20
BETWEEN
APPLICANT
AND
RESPONDENT (Procuring Entity)
Request for review of the decision of the
REQUEST FOR REVIEW
I/We, the above named Applicant(s), of address: Physical address
1.
2.
By this memorandum, the Applicant requests the Board for an order/orders that:
1.
2.
SIGNED (Applicant) Dated on day of/20
FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board onday of20
SIGNED

3 LETTER OF AWARD

[Form head paper of the Procuring Entity] [date] To:[name and address of the Service Provider]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract dully signed Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

4 FORM OF CONTRACT [Form head paper of the Procuring Entity]

LUMP-SUMREMUNERATION

This CONTRACT (herein after called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the "Procuring Entity") and, on the other hand, [name of Service Provider] (herein after called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "... (herein after called the "Procuring Entity") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the "Service Provider").]

WHEREAS

- a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the "Services");
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of......;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications and the Priced Activity Schedule; and
 - f) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors Appendix

D: Breakdown of Contract Price

- 2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written.

For and	on behalf of [name	e of Procuring	
Entity 1	[Authorized Repres	sentative l	

For and on behalf of [name of Service	
Provider] [Authorized Representative]	
[Note: If the Service Provider consists of more than one entity, all in the following manner:]	these entities should appear as signatories, e.g.,
For and on behalf of each of the Members of the Service Provider	
[name of member]	
[Authorized Representative]	
[name of member]	
[Authorized Representative]	

PART II – PROCURING ENTITY'S REQUIREMENTS

SECTION VII - ACTIVITY SCHEDULE

Objectives

The objectives of the Activity Schedule are:-

- (a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule insufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the Tenderers, the Day work Schedule should normally comprise the following:

- a) A list of the various classes of Services, labor, materials, and plant for which basic day work rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a day work basis.
- b) Nominal quantities for each item of Day work, to be priced by each Tenderer at Day work rates as Tender. The rate to be entered by the Tenderer against each basic Day work item should include the Service Provider's profit, overheads, supervision, and other charges.

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing an Activity Schedule are intended only as information for the Procuring Entity or the person drafting the tendering document. They should not be included in the final documents.

PERFORMANCE SPECIFICATIONS AND DRAWINGS TERMS OF REFERENCE FOR PROVISION OF REPAIR, MAINTENANCE AND SERVICING OF GENERATOR, AIR CONDITIONERS, POWER STABILIZERS AND ELECTRICAL APPLIANCES

The Contract is for provision of Repairs, maintenance and servicing as detailed here in under and the attached contract specifications.

A) REPAIR, MAINTENANCE AND SERVICING OF AIR CONDITIONERS

Maintenance schedule

The contractor shall be required to service and maintain 12 no air conditioners according to this schedule.

1. Scope of work

The work shall entail a quarterly inspection and comprehensive maintenance of 12 no. air conditioners. This shall include replacement of parts at no additional labor costs to the Nairobi City County Assembly. The Assembly will cater for the costs of spares as submitted by the tenderer.

All replacement parts shall be new and of type and make of the air conditioner being serviced/repaired. For this matter the service contractor shall confirm availability of spare parts for the variety of air conditioners they offer to provide maintenance service as per the tender;

The scope of work shall therefore be comprehensive including but not limited to the following;

a. Preventive/planned maintenance

Shall be carried out in specific intervals once every three (3) months for air conditioning system in the server rooms and in the other office areas in compliance with the inspection maintenance checklist. The activities within the planned maintenance shall be always to ensure the system remains in good working order.

A service report/service log or job card be prepared and signed by both parties on completion of each maintenance activity and which shall be considered as the documental support for the payment claims.

b. Event maintenance

In the event of a breakdown or failure of equipment covered in this contract, the maintenance order shall be placed from the contract personnel and the contractor shall response and deploy the maintenance operative within the response time specified in the technical evaluation criteria.

A service report/service log or job card shall be prepared and signed by both parties on completion of the repair or maintenance activity and shall be considered as the documental support for the payment claims.

Breakdown calls shall be treated as individual events and will be charged as proposed by the bidder.

Spares or components required to be replaced during the event maintenance shall be mentioned in the service report or job cards and shall be claimed.

When called upon, the emergency response time of two hours (2) from time of notification of emergency.

c. Spares

Spare parts and components, which may be used during the preventive/planned maintenance or event maintenance, will be charged according to the cost of the spares.

Consumable schedule such as air filters shall be replaced according to the manufacturer's instructions and the spares like belts, bearings et al. Shall be replaced as and when required, all the spares must be genuine/ not counterfeit.

The service provider is expected to carry out an extensive inspection of the air conditioners before giving his proposal/bid for the servicing and repairs of air conditioners.

d. Response time

The break down calls shall be attended to within 24 hours basis and 365 days as described below.

The response time for a break down call during the daytime (8.00am to 5.00pm) will be as indicated by the service contractor after receiving the call and during night (6.00pm to 7.00am) will be handled as proposed by the service contractor.

2. Schedule of work (Deliverables)

The service provider shall provide tools and labour to service and repair all air conditioners in Assembly buildings

The service check shall include among others;

a. Minor service

- i. Cleaning the body parts of all equipment;
- ii. Checking and cleaning the drainage system;
- iii. Checking and cleaning the evaporator unit;
- iv. Checking and cleaning the condensing unit;
- v. Checking the electrical connectors;
- vi. Checking and cleaning all filters;
- vii. Checking and cleaning control valves and auxiliary controls;
- viii. Checking refrigeration piping for leaks;
 - ix. Checking all drainage systems for leaks
 - x. Tightening all connections;
 - xi. Checking and testing the compressor panels/remote controllers;
- xii. Checking the general performance of the units;
- xiii. Cleaning the working area to the customer's satisfaction

b. Major service

- xxii. Checking the body parts of all equipment;
- xxiii. Checking and cleaning the drainage system;
- xxiv. Checking and cleaning the evaporator unit;
- xxv. Checking and cleaning the condensing unit;
- xxvi. Checking the electrical connectors;
- xxvii. Checking and cleaning all filters;
- xxviii. Checking driving belts and motors;
 - xxix. Lubricating all bearing, fan motors and mechanical parts;
 - xxx. Checking and cleaning control valves and auxiliary controls;
 - xxxi. Checking refrigeration piping for leaks;
- xxxii. Checking all drainage system for leaks;
- xxxiii. Tightening all loose connections;
- xxxiv. Checking and testing power sources and all fuses and circuit breakers;
- xxxv. Checking and testing the compressors for proper operations;
- xxxvi. Checking and cleaning all control panels/remote controllers;
- xxxvii. Checking the general performance of the units;
- xxxviii. Checking refrigerant pressures;
 - xxxix. Straightening all fins on evaporator and condensing units;
 - xl. Checking the coolant level/Freon and gas charging to full capacity;
 - xli. Issuing invoice/costing and advice in parts replacements;
 - xlii. Painting/ ant rusting all rusted areas; and
 - xliii. Record keeping.

The service provider shall prepare and present to NCCA a full service report as per the service schedule. The report shall cover the equipment that has been serviced.

This report shall include actual tasks carried out, any spare parts fitted, and any observations and recommendations. The report shall be signed by the responsible official of NNCA to verify its contents. Note; In circumstances warranting replacement of major components/spares, a defect report shall first have to be prepared and submitted before Contract Implementation Team(CIT) for acknowledgement and approval before replacement is undertaken.

a. Reporting systems and time schedules will be as follows;

Air Conditioner	Location	Service description	Time schedule	Rates	Remarks

${\bf 3.} \ \ List\ of\ current\ Serviceable\ equipment\ and\ their\ location$

SCHEDULE OF EQUIPMENT TO BE SERVICED

SCHED	SCHEDULE OF AIR CONDITIONERS (ACs) TO BE SERVICED				
s/nos	location	type	Status	QTY	
1.	SERVER ROOM BASEMENT	 High wall Air-cooling indoor split unit of 6.8KW (22,000Btu/hr.) cooling capacity i.e. DAIKIN 52 dBA Sound pressure level; Complete with room thermostat controls and 30A AVS; Charged with R410 refrigerant; Supplied with insulated drain hose; Mounting Brackets, washer fixing plate, sealing pads, etc. Multi-protection filter. Efficiently remove from the air microorganisms, dust, soot, and other foreign bodies 35A Circuit Breaker; Energy-efficient systems. The conditioners should use innovative INVERTER and expansion-valve technology or equivalent for higher efficiency to lower electricity consumption. 	Serviceable	2	
2.	SERVER ROOM SECOND FLOOR	 High wall Air-cooling indoor split unit of 6.8KW (22,00Btu/hr.) cooling capacity i.e. DAIKIN 52 dBA Sound pressure level; Complete with room thermostat controls and 30A AVS Charged with R410 refrigerant Supplied with insulated drain hose Mounting Brackets, washer fixing plate, sealing pads, etc. Multi-protection filter. Efficiently remove from the air microorganisms, dust, soot, and other foreign bodies 35A Circuit Breaker Energy-efficient systems. The conditioners should use innovative INVERTER and 	Serviceable	1	

		expansion-valve technology or equivalent for		
		higher efficiency to lower electricity		
		consumption.		
3.	Speakers	Make: LG split room air conditioner	Serviceable	2
	consultation	Capacity: 12000BTU/h		
	Room			
4.	Hansard	Make: LG split room air conditioner	Serviceable	2
	reporters Office	Capacity: 12000BTU/h		
5.	Hansard control	Make: LG Split room air conditioner	Serviceable	1
	room	Capacity: 12000BTU/h		
6.	Speakers	Make: LG Split room air conditioner	Serviceable	1
	chamber	Capacity: 24000BTU		
	boardroom			
7.	New chamber	Make: LG Split room air conditioner	Serviceable	1
	boardroom (Next	Capacity: 24000 BTU		
	to Hansard			
8.	control room)	MAKE: Mitsubishi ducted Air conditioner	Serviceable	1
8.	Plenary Chambers		Serviceable	1
	Chambers	Capacity; 30 tons		
9.	CCTV Control	MAKE: LG Split Room Air Conditioner	Serviceable	1
٦,	room	Capacity: 12, 000 BTU	Serviceable	
	100111	Capacity. 12, 000 DTO		

METHODOLOGY OF MAINTENANCE

S/NO	ITEM	DESCRIPTION			
1.	Fault(s)	NCCA preferred mode of receiving and speed of addressing reported			
	reporting and	faults in	the AC system is	as per the table	below. These reported
	escalation	incidents	will cover Corrective	ve maintenance.	
		Level	Situation		Response time
		1.	Minor faults		2hrs
		2.	Medium faults require replacement	(faults that may ent of parts)	4hrs
		3.	3	aults and ision of stand-by	8hrs
2.	Schedule of	The Con	1 1	sponsible for all o	of the maintenance as
	Maintenance	highlighte	ed in schedule of w	orks above as is n	ecessary to ensure that
	Routines	the comp	lete AC system as	specified in this M	Iaintenance Agreement
		achieves	a constant high-qua	ality operation. The	Contractor is required
		to state clearly how they will carry out ALL maintenance activities to			
		be conducted in accordance with the equipment manufacturer's			
		guidelines, recommendations, and good working practices. (As per the			
		table below)			
		s/no Item Service activity Frequency			
78	,				<u> </u>

		1.	Air Condition	As per the scope	in accordance with
			maintenance	of work	the
					equipment
					manufacturer's
					guidelines
		2.	Wire & Cable	As per the scope	in accordance with
			maintenance	of work	the
					equipment
					Manufacturer's
					guidelines.
		3.	Control	As per the scope	in accordance with
			Equipment	of work	the
			maintenance		equipment
					manufacturer's
					guidelines
3.	Spares	The bidd	er should list the l	likely spares for the	contract. The bidder
		should in	dicate the unit cost	of such spares in the	heir financial bid. The
		costs for the spares should be expressly indicated so and separated			
		from the	cost of the support	and maintenance con	ntract
4.	Current AC	The AC	system are current	tly working. The w	inning bidder will be
	System status	required to provide a comprehensive report of the status of the AC			
		systems v	within the first mo	onth of this contract	t period. ACs are not
		working o	optimally and requi	re servicing.	

Any addition or omission to the number of the existing air conditioner in the signed service contract shall be agreed with the service provider before service can be extended or reduced beyond the existing quantity of air conditioning units in the contract.

List of Spare parts for Air conditioners

S/no	Item Description	Unit
a	Compressor replacements	12000 BTU
		18000 BTU
		24000 BTU
i.	Capacitor	35+/- 5UF
		45+ 5UF
		50 + 5 UF
ii.	Complete AC LG R22	12 000 BTU
		18 000 BTU
		24 000 BTU
iii.	AVS 15 & 30	
iv.	Freon GAS R22	
v.	AC Card/Board	
vi.	AC Remote	
vii.	Copper pipes	1/4
		1/2
		3/8

Armoflex	1/4	
	1/2	
	3/8	
Filter Drier	1/4	
	1/2	
	3/8	
	5/8	
Drainage		
Motor fans		
Phase sequence/phase failure		
Copper clumps		
Maps gas		
Brackets		
Aluminum tape		
	Filter Drier Drainage Motor fans Phase sequence/phase failure Copper clumps Maps gas Brackets	Filter Drier Filter Drier V4 V2 3/8 3/8 5/8 Drainage Motor fans Phase sequence/phase failure Copper clumps Maps gas Brackets

B) REPAIR, MAINTENANCE AND SERVICING ELETRICAL APPLIANCES AND FITTINGS FOR NAIROBI CITY COUNTY ASSEMBLY

The Contract is for provision of Repairs, maintenance and servicing of electrical appliances and fittings detailed here under and in the attached contract specifications.

Maintenance schedule

The contractor shall be required to monitor, service and maintain all electrical appliances and fittings according to this schedule.

3. Scope of work

The work shall entail a quarterly inspection and comprehensive maintenance of all electrical applications and fittings. This shall include replacement of parts at no additional labour costs to the Nairobi City County Assembly.

The Assembly will cater for the costs of spares as submitted by the tenderer.

All replacement parts shall be new and of type and make of the air conditioner being serviced/repaired. For this matter the service contractor shall confirm availability of spare parts for the variety of all electrical fittings and appliances and they shall offer to provide maintenance service as per the tender;

The scope of work shall therefore be comprehensive including but not limited to the following;

e. Preventive/planned maintenance

Shall be carried out in specific intervals once every three (3) months for all electrical fittings and appliances within the Assembly in compliance with the inspection maintenance checklist. The activities within the planned maintenance shall be always to ensure all electrical appliances and fittings remain in good working order.

A service report/service log or job card be prepared and signed by both parties on completion of each maintenance activity and which shall be considered as the documental support for the payment claims.

f. Event maintenance

In the event of a breakdown or failure of equipment covered in this contract, the maintenance order shall be placed from the contract personnel and the contractor shall response and deploy the maintenance operative within the response time specified in the technical evaluation criteria.

A service report/service log or job card shall be prepared and signed by both parties on completion of the repair or maintenance activity and shall be considered as the documental support for the payment claims.

Breakdown calls shall be treated as individual events and will be charged as proposed by the bidder.

Spares or components required to be replaced during the event maintenance shall be mentioned in the service report or job cards and shall be claimed.

Note:

In circumstances where breakages call for a substantial amount replace, the service provider will be expected to notify the project admin for the acknowledgement and approval by project implementation committee.

g. Spares

Spare parts and components, which may be used during the preventive/planned maintenance or event maintenance, will be charged according to the cost of the spares as per the approved list during bidding.

Consumable schedule shall be replaced according to the manufacturer's instructions and shall be replaced as and when required;

All the spares must be genuine/ not counterfeit.

The service provider is expected to carry out an extensive inspection of the all electrical fittings and appliances before giving his proposal/bid for the servicing and repairs of the said electrical and appliances.

h. Contract performance indicator

- i. The number of breakdowns attended to during specific period;
- ii. The turnaround time in attending to emergencies;
- iii. Projection against the actuals;

i. Service measure and expectations

Response time for various services shall be as provided hereof;

s/no	Service	Expected response
5.	Emergency service	Within 2 hours of notification call
6.	Event service	Within 3 hours of notification
7.	Routine service	As provided for in this contract

4. Schedule of work (Deliverables)

The service provider shall provide tools and labour to service and repair all breakdowns within the Assembly buildings

The service check shall include among others:

- a. Monitor and repair electrical breakages including Electrical distribution boards, circuit breakers and switches;
- b. Replace faulty sockets;
- c. Replace faulty lighting; flickering lights and blown out Bulbs;
- d. Monitor power voltages;
- e. Monitor and repair tripping electrical circuit;
- f. Replace faulty electronic powering devices; power sensor in urinals, biometrics door access and other biometric gadgets;
- g. Ensure optimal functioning of the distribution boards to the expected standards;
- h. Servicing of all points socket line including relocating first floor socket line from executive side;
- i. Servicing ng of Clean power socket line within the Plenary chamber, Hansard controls room, security offices and other adjoining rooms;
- j. Serving and ensuring optimal uninterruptable power supply for; one number (1) 5 KVA (Hansard control room), one number (1) 10 KVA (Plenary chambers) and one number (1) 20KVA (Basement Server rooms);
- k. Give support in the servicing a maintenance of any other electrical appliances and fittings as may be identified during the site visit;

Spare parts

Bidders are invited to schedule a site visit within the Assembly precincts as to acknowledge the kind of electrical fittings and appliances as to generate a list of priced spare parts during the site visit.

C) REPAIR, MAINTENANCE AND SERVICING OF 2 NOS 50 KVA AUTOMATIC VOLTAGE REGULATOR (AVR)/POWER STABILIZERS FOR NAIROBI CITY COUNTY ASSEMBLY

The Contract is for provision of Repairs, maintenance and servicing of the Assembly Power Stabilizers as detailed here under and in the attached contract specifications.

Maintenance schedule

The contractor shall be required to service 2 nos 50 KVA Automatic Voltage Regulator/power stabilizers model no SWB-F-50 KVA according to this schedule.

1 Scope of work

The work shall entail a quarterly inspection and comprehensive maintenance of 2 no. maintenance and servicing of 2 nos 50 KVA automatic voltage regulator (AVR)/power stabilizers. This shall include replacement of parts at no additional labor cost to the Nairobi City County Assembly.

2 Schedule of works

The service provider shall provide tools and labor to service and repair the Assembly 50 KVA/Power Stabilizers.

- xviii. Ensure optimal stabilizer performance to stabilize the unstable power supply voltage within the corresponding scale, and make various circuits and electrical equipment work stably under normal voltage;
- xix. Ensure tight terminals connection both input and output;
- xx. Ensure optimal/stable power for safe power output;
- xxi. Maintain a stable stabilizer switching;
- xxii. Maintain proper stabilizer LEDs lighting for ease of fault detection;
- xxiii. Monitor current of high breaking circuit breaker switch;
- xxiv. Ensure proper functioning of output voltmeter;
- xxv. Maintain serviceable carbon brushes and contact pressure;
- xxvi. Check for voltage stabilizer coil burns;
- xxvii. Check for proper functioning of voltage trimmer potentiometer;
- xxviii. Check for proper and tight insert of power plug;
- xxix. Regulate voltage variations to deliver constant and reliable power supply.
- xxx. Measure power input;
- xxxi. Periodical calibration of stabilizer's output voltage to verify its accuracy;
- xxxii. Regular inspections, dusting and cleaning to detect any signs of wear, damage, or loose connections;
- xxxiii. Check cooling fans and ventilation to maintain its cleanliness, in good condition, and functioning correctly;

xxxiv. Address unusual noises or vibrations emanating from the stabilizer;

5) 0 Maintenance methodology

NCCA preferred mode of receiving and speed of addressing reported faults in the Power stabilizer system is as per the table below. These reported incidents will cover Corrective maintenance.

Level	Situation	Response Time
6.	Minor faults	2hrs
7.	Emergency service	2hrs
8.	Medium faults(faults that may require replacement of parts)	24hrs
9.	Major faults and replacement s/provision	
	of stand-by equipment	24hrs
10.	Scheduled service/maintenance	Quarterly

6) List of spare parts

S/No.	Item Description
1	PCB Contactor
2	AVR Circuit breaker
3	Roller
4	PCB Control Board
5	AVR Electric meter
6	Control Circuit
7	Transformers
8	Output circuit
9	Automatic voltage switcher 30A
10	Automatic voltage switcher 60 A

Note: Spare parts

Bidders are invited to schedule a site visit of the Assembly precincts as to familiarize themselves with the system so as to aid in generating a more detailed list of priced spare parts during the site visit which may not be included above

D) REPAIR, MAINTENANCE AND SERVICING OF 150 KVA GENERATOR FOR NAIROBI CITY COUNTY ASSEMBLY

The service contractor is for provision of Repairs, maintenance and servicing of 150 KVA generator for Nairobi City County Assembly.

MAINTENANCE SCHEDULE

The service contractor is expected to conduct quarterly visits to premises on pre agreed dates. The visits will encompass routine maintenance checks including but not limited to;

- 1. Visual inspection
- 2. Test runs
- 3. Adjustments as required
- 4. Labour related to replacements of consumable items
- 5. Service parts and components in accordance with service schedules
- 6. Written reports

When called upon, the emergency response time shall be 1 hour from receipt of the call

The contractor shall, every three months or every 250 hours, whichever comes earlier, conduct routine maintenance checks including but not limited to;

- 1. Check the accumulated hours
- 2. Drain and renew lubricating oil
- 3. Replace lubricating oil filter
- 4. Replace fuel filter
- 5. Replace water filter if applicable
- 6. Check engine for oil and water leakages
- 7. Clean up the lift pump pre filler
- 8. Check engine for water leakages
- 9. Clean vacuum indicator and replace air filter if necessary
- 10. Supplemental coolant additive (SCA) and anti-freeze concentration-check
- 11. Inspect battery charger and self-starter
- 12. General cleaning, physical checks and testing
- 13. Reports

The service provider is expected to, every year or every 1, 500 hours, whichever comes earlier, conduct routine maintenance checks including but not limited to;

- 1. Air cleaner restriction check
- 2. Air leaks, air intake and exhaust systems check
- 3. Inspect the cooling fan belt tensioner;
- 4. Replace the coolant filter
- 5. Check the engine wiring harness
- 6. Remove and install the fuel filter (spin on)
- 7. Check the cold weather starting aids
- 8. Inspect the crankcase breather
- 9. Check engine hoses
- 10. Check mounting bolts
- 11. Clean the engine steam
- 12. Check the vibration damber
- 13. Adjust the overhead set;
- 14. Check the air compressor discharge lines
- 15. Check the fan hub belt driven

SPARE PARTS TO BE REPLACED

- 1. The following parts shall be replaced during each service visit;
 - a. Oil filter
 - b. Fuel filter

- c. Air filter
- d. Engine oil
- e. Radiator coolant
- f. Battery electrolyte top up
- g. Lubrication of parts as required
- 2. The following checks and works shall also be conducted;

2.1 Cooling system

- a. change coolant
- b. change air filters
- c. clean exterior of radiators
- d. check water pumps and circulating pumps
- e. examine duct work
- f. clean/check motor operated louvers (if applicable)

2.2 Fuel system;

- a. change fuel filters
- b. inspect furl solenoid
- c. inspect the fuel pump
- d. inspect the fuel gauge
- e. hoses, check condition and tighten clamps
- f. check for any leaks and seal

2.3 Lubricating system;

- a. change lubricating oil
- b. change lubricating oil filters
- c. check and clean crankcases and breather
- d. check for any leaks and seal
- e. hoses, check condition and tighten clamps

2.4 General

- a. thoroughly clean the generator/engine room
- b. perform test under full loan and record the voltage and current
- c. check operating alarms
- d. carry out a general inspection of the system

2.5 Electrical/starting system;

- a. Test if the emergency button is functioning;
- b. Check and top up battery electrotype and measure the specific gravity;
- c. Check battery caps vents;
- d. Inspect the charging system including the trickler charger;
- e. Clean and grease the battery terminals;
- f. Inspect the starter and solenoid; tighten loose connections;
- g. Check the voltage regulation card; and
- h. Check the voltage of flywheel ring gear.

2.6 Switch gear

- a. operate circuit breaker manually;
- b. check bus bars; and
- c. Check on the earthing of all the components and main generator to confirm it is still in good working condition.

2.7 Exhaust system

a. General inspection of the exhaust system.

2.8 Transfer switch

- a. Inspect the contacts; and
- b. Check the voltage regulator card.

3. Visual inspection checks;

- a. Check battery electrolyte level (if applicable);
- b. Check battery voltages;
- c. Stationary voltage;
- d. Cranking voltage;
- e. Running voltage;
- f. Battery charger operation;
- g. Clean and tighten battery terminals;
- h. Crankcase oil level;
- i. Crankcase breather, check and clean;
- j. Radiator;
- k. Coolant level;
- 1. Coolant condition;
- m. Leaks;
- n. Belts, check condition and tension;
- o. Hoses, check condition and tighten clamps;
- p. Block heater operation;
- q. Air filter condition and duct connections;
- r. Check drip drain and exhaust;
- s. Inspect exhaust flex connectors, hangers and supports;
- t. Check engine electrical connections;
- u. Ignition wiring;
- v. General wiring and connections; and
- w. Mufflers and exhaust pipes.

Note: Spare parts

Bidders are invited to schedule a site visit of the Assembly precincts as to familiarize themselves with the system so as to aid in generating a more detailed list of priced spare parts during the site visit which may not be included below.

150 KVA Generator Spare Parts

S/No.	Item Description	
1	Oil Filter	
2	Air Filter	
3	Fuel Filter	
4	Engine Oil (per litre)	
5	Radiator Coolant (per litre)	
6	Battery 12v	
7 Battery electrolyte top up		
8 Lubricant Oil for lubrication of parts		

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 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;
- d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- e) "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 Clause1of such signed Contract;
- f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- g) "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.
- h) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider
- i) "Foreign Currency" means any currency other than the currency of Kenya;
- i) "GCC" means these General Conditions of Contract;
- k) "Government" means the Government of Kenya;
- 1) "Local Currency" means Kenya shilling;
- m) "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;
- n) "Party" means the Procuring Entity or the Service Provider, as the case may be, and "Parties" means both of them;
- o) "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 thereof;
- p) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- q) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- s) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- t) "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.
- u) "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;
- v) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.
- w) "Project Manager" shall 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.
- x) "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 are specified in Appendix A, 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 subcontractors and 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 may be **stated in the SCC.**

2.2 Commencement of Services

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.

2.5 Value Engineering

- 2.5.1 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.
 - 2.5.2 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.
 - 2.5.3 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
 - an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in(a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.6 Force Majeure

2.6.1 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.

2.6.2 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.

2.6.3 Extension of Time

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

2.6.5 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.

2.7 Termination

2.7.1 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 paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.7.2 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.

2.7.3 Payment upon 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 Contract or 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 Contract or 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 in active 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 Subcontractors', 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) enteringintoasubcontractfortheperformanceofanypartoftheServices,
- 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 Appendix Bin 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

- 6.1.1 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 2.4 and 6.3.
- 6.1.2 Where the contract price is different from the corrected tender price, in order to ensure the contract or is not paid less or more relative to the contract price (*which would be the tender price*), any part payment valuation and variation orders on omissions and additions valued based on rates in the schedule of rates in the Tender, will be adjusted by a <u>plus or minus</u> percentage. The percentage already worked out during tender evaluation is worked out as follows: (*corrected tender price-tender price)/tenderpriceX100*.

6.2 Contract Price

- a) The price payable is **set forth in the SCC.**
- b) No price will be payable in foreign currency.

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 as set out in the Performance Incentive Compensation appendix.

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:

$P_c = A_c + B_c Lmc/Loc + C_c Imc/Ioc$

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

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Tender opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc 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 Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo 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 Zn 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 of 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 Dayworks 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 Dayworks subject to obtaining signed Dayworks 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

8.1.1If 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.
- 8.1.2If 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.
- 8.1.3The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 8.1.4The 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 Contract or 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:
 - a) This fully detailed claim shall be considered as interim;
 - b) 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
 - c) 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.
- 8.1.6 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 never the less give his response on the principles of the claim with in the above defined time period.
- 8.1.7 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.
- 8.1.8 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.
- 8.1.9 If the Project Manager does not respond within the time frame defined 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].
- 8.1.10 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.
- e) Any dispute arising in respect of war risks or war damage.
- f) 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

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.
 - 8.4.2The 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 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.
 - 8.4.5 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.
 - 8.4.6The 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 it 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;
 - i) Law Society of Kenya or
 - ii) Chartered Institute of Arbitrators (Kenya Branch)
- 8.5.2The institution written to first by the aggrieved party shall take precedence overall other institutions.
- 8.5.3The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever 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.
- 8.5.4Provided 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.
- 8.5.5Notwithstanding 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.

- 8.5.6The 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.
- 8.5.7The 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.
- 8.5.8The 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 types **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 IX - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC clause numbers are indicated in the left column of the SCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract				
1.1(a)	The Adjudicator is: The arbitrator shall be agreed through mutual consent between the contracting parties				
1.1(w)	Project Manager is; Director Security Services				
1.1(e)	The contract name is: Provision of Repair, Maintenance and Servicing of 150 KVA Generator, Air Conditioners, power stabilizers and electrical appliances.				
1.1(h)	The Procuring Entity is: Nairobi City County Assembly				
1.1(m)	The Member in Charge is:				
1.1(p)	The Service Provider is: (to be inserted upon contract award)				
1.4	The addresses are:				
	Procuring Entity: THE CLERK				
	Nairobi City County Assembly				
	P.O BOX 45844-00100				
	Nairobi				
	Attention:				
	Telex:				
	Sarvica Provider				
Service Provider: Attention:					
	Email address				
1.6	The Authorized Representatives are:				
	For the Procuring Entity: Director Security Services For the Service Provider:				
2.1	The contract shall be effective upon signing of the contract by both Parties.				
2.2.2	The Starting Date for the commencement of Services is				
2.3	The Intended Completion Date is 30 th October 2025 with an option of renewal for up to a maximum duration of three (3) years. Renewal for each 12 month period of service shall be solely at the discretion of Nairobi City County Assembly and shall not apply automatically				
2.5.3	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price.				
3.2.3	Activities prohibited after termination of this Contract are:				
3.4	The risks and coverage by insurance shall be:				

Clause of GC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(i) Third Party motor vehicle
	(ii) Third Party liability
	(iii) Procuring Entity's liability and workers' compensation
	(iv) Loss or damage to equipment and property
3.5(d)	The other actions are]
3.7	Restrictions on the use of documents prepared by the Service Provider are:
3.8.1	The liquidated damages rate is per day
	The maximum amount of liquidated damages for the whole contract is percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is
5.1	The assistance and exemptions provided to the Service Provider are:
6.2(a)	The amount in Kenya Shillings
6.3.2	The performance incentive paid to the Service Provider shall be:
6.4	 Payments shall be made according to the following schedule: Advance for Mobilization, Materials and Supplies: percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: (indicate milestone and/or percentage) and (indicate milestone and/or percentage) and (indicate milestone and/or percentage) Should the certification not be provided, or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	Payment shall be made within days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within days in the case of the final payment. The interest rate is
6.6.1	Price adjustment is in accordance with Sub-Clause 6.6.
	The coefficients for adjustment of prices are:
	(a) For local currency:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	$A_L \text{ is } __________________________________$
	I_{mc} and I_{oc} are the index for from
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: The Defects Liability Period is
9.1	The designated Appointing Authority for a new Adjudicator is
9.2	The Adjudicator is Who will be paid a rate of per hour of work. The following reimbursable expenses are recognized:

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 - Subcontractors

List under: C-1 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1.

Appendix D – Breakdown of Contract Price *List here the elements of cost used to* arrive at the breakdown of the lump-sum price. This appendix will exclusively be used for determining remuneration for additional Services.

Appendix E - Services and Facilities Provided by the Procuring Entity

Section X - Contract Forms

Table of Forms

- 1. PERFORMANCE SECURITY OPTION 1– (Unconditional Demand Bank Guarantee)
- 2 PERFORMANCE SECURITY OPTION 2– (Performance Bond)
- 3. ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]
- 4. BENEFICIAL OWNERSHIP DISCLOSURE FORM

FORM NO. 1 - PERFORMANCE SECURITY - (Unconditional Demand Bank Guarantee)

[Guar	antor letterhead or SWIFT identifier code]
Benef	iciary:[insert name and Address of Procuring
Entity] Date:[Insert date of issue]
PERF	FORMANCE GUARANTEE No.:
Guara	antor: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	We have been informed that (herein after called" the Applicant") has entered into Contract No with the Beneficiary, for the execution of (herein after called" the Contract").
2.	Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3.	At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of(),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4.	This guarantee shall expire, no later than the
5. The	e 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	e 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.

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]

[Gu	arant	or letterhead or SWIFT identifier code]		
Beneficiary:		ry:	[insert name and Address	of Procuring
Enti	ty] D	ate:	[Insert date of issue]	
PER	FOR	RMANCE BOND No.:		
Gua	ranto	or: [Insert name and address of place of is:	sue, unless indicated in the letterhead]	
1.	Con (he Ob) pay	reinafter called "the Surety"), are held and ligee (herein after called "the Procuring Engment of which sum well and truly to be	firmly bound unto	
2.	pla	Day of, 20, for	written Agreement with the Procuring Entity in accordance wite, which to the extent herein provided for, are the Contract.	h the documents,
3.	fait and by	thfully perform the said Contract (including land) void; otherwise, it shall remain in full for the Procuring Entity to be, in default un	Obligation is such that, if the Contractor ng any amendments thereto), then this obligate and effect. Whenever the Contractor shader the Contract, the Procuring Entity has Surety may promptly remedy the default, or	gation shall be null all be, and declared ving performed the
	1)	Complete the Contract in accordance wit	th its terms and conditions; or	
	2)	completing the Contract in accordance Procuring Entity and the Surety of the such Tenderer, and Procuring Entity and be a default or a succession of defaults this paragraph) sufficient funds to pay th not exceeding, including other costs and amount set forth in the first paragraph has	lified tenderers for submission to the Pr with its terms and conditions, and upon do lowest responsive Tenderers, arrange for a l make available as work progresses (even to under the Contract or Contracts of complete the cost of completion less the Balance of the d damages for which the Surety may be lifereof. The term "Balance of the Contract Pr payable by Procuring Entity to Contractor ing Entity to Contractor; or	etermination by the a Contract between hough there should ion arranged under Contract Price; but able hereunder, the ice," as used in this

- 3) 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.	•	*		and and affixed his seal, and the Surety has caused ested by the signature of his legal representative
	*	ofofof	•	
SIG	NED ON			_on behalf of
				in the capacity
of Ir	n the presence of			SIGNED ON
			on behalf	of
By_			in the capaci	ity of
In th	ne presence of			

FORM NO. 3 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee] [Guarantor letterhead or SWIFT identifier

соа	e] [Guarantor letterhead or SWIFT
iden	tifier code]
Ben	eficiary:[Insert name and Address of Procuring
Enti	ty] Date:[Insert date of issue]
AD	VANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]
Gua	arantor: [Insert name and address of place of issue, unless indicated in the letterhead]
1.	We have been informed that (herein after called "the Applicant") has entered into Contract No dated with the Beneficiary, for the execution of (herein after called" the Contract").
2.	Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum() is to be made against an advance payment guarantee.
3.	At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of() ¹ 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 numberat
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, 2,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6.	The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.
[Na	me of Authorized Official, signature(s) and seals/stamps]
	e: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final luct.

¹The 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.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Procuring Entity might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.:		_[insert identification
no] Name of the Tender Title/Descrip	otion:	_[insert name of the
assignment] to:	_[insert complete name of Procuring E	Intity]
In response to the requirement in you additional information on beneficial coptions that are not applicable]		date of notification of award] to furnish one option as applicable and delete the

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

Details of beneficial ownership

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

	D. C. L. C. L. C.	0/ 6.1	0/ 6 /*	XX71 (1	TX71 41
	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)
2.	Full Name	Directly %	Directly% of voting	1. Having the right to appoint a	1. Exerc
	National identity card number or Passport number	of shares	rights	majority of the board of the directors or an	significant influence or control over
		70	% rights	equivalent governing body of the Tenderer: YesNo 2. Is this right	the Company body of the Company (tenderer) YesNo
	Nationality(ies)			held directly or	
	Date of birth [dd/mm/yyyy]			indirectly?:	2. Is this influence or
	Postal address			Direct	control
	Residential address				exercised directly or
	Telephone number			Indirect	indirectly?
	Email address				Direct
	Occupation or profession				
					Indirect
_					
3.					
e.t					
.c					

- II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.
- III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:
 - (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
 - (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
 - (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
 - (d) exercises significant influence or control, directly or indirectly, over the company.

Name of the Tenderer:*[insert complete name of the Tenderer]
Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of
person duly authorized to sign the Tender]
Designation of the person signing the Tender: [insert complete title of the person signing the
Tender]
Signature of the person named above: [insert signature of person whose name and capacity are
shown above]
Date this [insert date of signing] day of [Insert month], [insert year]

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

Bidder Official Stamp