



**The Kenyatta International
Convention Centre**
Africa's Premier Meeting Venue
www.kicc.co.ke

**KENYATTA INTERNATIONAL CONVENTION CENTRE
KICC BUILDING
P. O. BOX 30476-00100
NAIROBI**

**REPAIR AND MAINTANCE FOR STANDBY GENERATOR
FRAMEWORK CONTRACT FOR TWO (2) YEARS
2018 – 2020**

CLOSING DATE: 29th MAY 2018

TIME: 10:30 AM

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OPEN NATIONAL TENDER

Kenyatta international Convention Centre (KICC) requests sealed tenders from interested eligible candidates for the provision of the following services:

TENDER NO.	TENDER DESCRIPTION	BID BOND
KICC/41/2018-2020	Repair and Maintenance of Standby Generator frame Contract for two (2) years 2018 – 2020	2% of tender sum

Interested eligible bidders may obtain further information and inspect the tender documents from the Procurement department, **Kenyatta International Convention Centre, during working hours, Monday to Friday between 8.00 a.m. – 1.00 p.m. and 2.00 p.m. - 5.00 p.m.** with effect from 15th May 2018. A complete set of the documents may be obtained by interested firms on the KICC website: www.kicc.co.ke and the National Treasury IFMIS portal.

Bidders who download the tender document from the websites must forward their particulars immediately for records and any further tender clarifications and addenda.

Completed tenders should be submitted in plain sealed envelopes clearly marked with **Tender No.** and **Tender reference name**; shall be addressed to:

**CHIEF EXECUTIVE OFFICER KENYATTA
INTERNATIONAL CONVENTION CENTER
P.O.BOX 30746-00100,
NAIROBI KENYA**

and deposited in the tender box located on **4th Floor, Kenyatta International Convention Centre KICC building, Harambee Avenue, Nairobi, Kenya to reach us on or before 29th May 2018 at 10.30 am.**

Tenders will be opened immediately thereafter in the Shimba Hall on 1st floor in the presence of tenderers' or their representatives who choose to attend.

Late tenders will not be accepted

CHIEF EXECUTIVE OFFICE

SECTION II – INSTRUCTIONS TO TENDERERS

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Eligible Tenderers

This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

The mandatory documentation as given under the Appendix to Instructions to Tenderers – clause 2.29 must be submitted as they will be used for confirmation of eligibility of the tenders.

The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

Cost of tendering

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

The price to be charged for the tender document shall not exceed KShs 5,000.

The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

Contents of tender documents

The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

Clarification of Documents

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

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

Amendment of documents

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

All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

Language of tender

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

Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with clauses 2.8, 2.9 and 2.10 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- c) Tender security furnished is in accordance with Clause 2.12.
- d) Confidential business questionnaire.

Form of Tender

The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed

Tender Prices

The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.

Prices quoted by the tenderer shall remain fixed during the term of the contract unless

otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to clause 2.22.

Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

Tender Currencies

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

Tenderers Eligibility and Qualifications

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

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

Tender Security

The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

The tender security shall be in the amount not exceeding 2 per cent of the tender price.

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

The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

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

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

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

The tender security May be forfeited:

- a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
- b) In the case of a successful tenderer, if the tenderer fails:

- i) to sign the contract in accordance with clause 2.26; **or**
 - ii) to furnish performance security in accordance with clause 2.27.
- c) If the tenderer rejects, correction of an error in the tender.

Validity of Tenders

Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to clause 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under clause 2.12 shall also be suitably extended. A tenderer May refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

Format and Signing of Tender

Preparation of technical and financial proposals

Technical Proposal

The Technical Proposal shall provide the following information;

- a) A description of the firm's organization and an outline of recent experience on services of a similar nature. For each supply the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- b) Any comments or suggestions on the Terms of Reference
- c) The list of other similar assignments carried out or in progress, over the last 5 years, for reputable companies.
- d) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last five (5) years.
- e) A confirmation of the geographical location, such as premises/workshops/factories and offices which are staffed with competent people.
- f) Any additional information requested in the tender document.
- g) All mandatory documentation as given in the Appendix to Instructions to Tenderers (clause 2.29)
- h)

Technical proposal format

The tenderer shall submit the technical proposal in a separate sealed envelope capturing all the elements above and covering the items of the evaluation criteria given in the Appendix to Instructions to Tenderers. The technical proposal envelope should clearly be labeled as **“Technical Proposal for Tender for Provision of Generator Maintenance and Repair Services”** and **“Tender Ref. No. KICC/40/2018-2020** with the Instructions **“Do not open before 29th May 2018 at 1030hrs (East Africa Time)”**

The technical proposal should not contain any pricing aspects of the tender, e.g. the Form of Tender, Pricing Schedule and any other costs chargeable by the Tenderer. If any pricing aspects are enclosed with the Technical Proposal, then the Tender will be disqualified from the tender process.

Financial Proposal

- a) The Financial Proposal should follow the pricing schedules given in the tender document under schedule of requirements. It lists all costs associated with the assignment.
- b) The Financial Proposal should clearly identify costs per unit item.
- c) Companies shall express the price of their services in Kenya Shillings or any other easily

- transferable currency as per clause 2.23.
- d) The Proposal must remain valid for 120 days after the submission date. During this period, the company is expected to keep available, at its own cost, the professional staff proposed for the assignment. The Procuring entity will make its best effort to complete negotiations within this period. If the Procuring entity wishes to extend the validity period of the proposals, the tenderers that do not agree have the right not to extend the validity of their proposals.
 - e) Tenderers are encouraged to seek further clarifications from the Procuring entity as per clause 2.21.

Financial proposal format

The tenderer shall submit the financial proposal in the format of the pricing schedules given. Tenderers who do not submit their financial proposals in the format provided shall be considered nonresponsive. The financial proposal envelope should clearly be labeled as **“Financial Proposal for Tender for Provision of Generator Maintenance and Repair Services” and “Tender Ref. No. KICC/41/2018-2020”**

The financial proposal should include all pricing aspects of the tender, e.g. the Form of Tender, Pricing Schedule and any other charges.

- f) Payment terms

The payment terms for this tender are for a credit period of thirty (30) days from the date when monthly invoices have been received at National Oil, and after confirmation of satisfactory receipt of services. **The tenderer should clearly indicate the payment terms in their proposal if different.**

Technical and Financial Proposals shall be signed by an authorized representative and initialed on all pages. Each Technical Proposal and Financial Proposal shall comprise ONE ORIGINAL and ONE COPY marked appropriately.

Technical Proposals and Financial Proposals in separate envelopes clearly marked “Technical Proposal” or “Financial Proposal” should be put inside an outer envelope marked **“Tender For Provision of Generator Maintenance and Repair Services – KICC/41/2018-2020** with the instructions **“do not open before 29th May 2018 at 1030hrs (East Africa Time)”**

The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person(s) duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person(s) signing the tender.

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

Sealing and Marking of Tenders

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

The inner and outer envelopes shall:

- a) be addressed to the Procuring entity at the address given in the invitation to tender;
- b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 29TH MAY 2018 AT 1030hrs (East Africa Time)”**.

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

If the outer envelope is not sealed and marked as required by clause 2.15.2, the Procuring

entity will assume no responsibility for the tender's misplacement or premature opening.

Deadline for Submission of Tenders

Tenders must be received by the Procuring entity at the address specified in the Invitation to Tender **no later than 29TH MAY 2018 at 1030hrs (East Africa Time)**.

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

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

Modification and withdrawal of tenders

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

The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

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

The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **29TH MAY 2018 at 1030hrs (East Africa Time)** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

Clarification of tenders

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

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

tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

Preliminary Examination and Responsiveness

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

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

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

Prior to the detailed evaluation, pursuant to clause 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

Conversion to a single currency

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

Evaluation and comparison of tenders

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

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

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

- a) operational plan proposed in the tender; and
- b) deviations in payment schedule from that specified in the Special Conditions of Contract;

Pursuant to clause 2.22.3 the following evaluation methods will be applied:

a) *Operational Plan*

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

b) *Deviation in payment schedule*

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

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

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

- a) Pass the preliminary evaluation having submitted all the mandatory documentation
- b) Score the minimum technical evaluation score as given in the evaluation criteria under the appendix to instructions to tenderers – clause 2.29.
- c) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- d) Legal capacity to enter into a contract for procurement
- e) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- f) Shall not be debarred from participating in public procurement.

Contacting the procuring entity

Subject to clause 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

Award of Contract

a) *Post qualification*

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

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

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

b) *Award Criteria*

Subject to clause 2.27 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

The procuring entity reserves the right to accept or reject any tender and to annul the

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

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

Notification of award

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

The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

Upon the successful Tenderer's furnishing of the performance security pursuant to clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to clause 2.12.

Signing of Contract

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

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

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

Performance Security

Within fourteen (14) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

Failure of the successful tenderer to comply with the requirement of clause 2.26 or clause 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

Corrupt or Fraudulent Practices

The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	<p>Particulars of eligible tenderers</p> <p><i>The tenderer shall provide the following mandatory requirements (failure to submit the mandatory requirements will lead to disqualification from the tender process – preliminary evaluation)</i></p> <ul style="list-style-type: none"> i) Copy of Certificate of Incorporation or Registration ii) Copy of valid Tax Compliance Certificate iii) Copy of recent CR12 form from the Registrar of Companies on the Registrar’s letterhead iv) Tender Security of 2% of tender sum in form of a bank guarantee issued by a bank licensed and operating in Kenya. Tender Security from an insurance company recognized by the Public Procurement Oversight Authority (PPOA) of Kenya is also acceptable. v) Duly signed Confidential Business Questionnaire(Section VII - Standard Forms) vi) Duly signed Bidder’s Declaration and Integrity Pact (Section VII – Standard Forms). vii) Duly filled price schedule of anticipated spare parts viii) Audited last two years financial accounts dully signed by an audit firm. <p>The successful tenderer(s) will be required to submit a copy of the CR12 form issued by the Registrar of Companies, on the Registrar’s Letterhead.</p> <p>Other requirements</p> <ul style="list-style-type: none"> i) Is not limited or debarred under any of the provisions of the Public Procurement and Disposal Act, 2015 and the Public Procurement and Disposal Regulation, 2006 to enter into a Contract; ii) Must not be bankrupt or in the process of being wound-up and is not the subject of legal proceedings for the purposes hereof; iii) Provide information regarding current litigation(s) in which the tenderer is involved (if any);
2.10	The currency to be used is Kenya Shillings.
2.11	<p>Eligibility</p> <p>To be eligible to tender, in addition to the requirements given, the tenderer if previously contracted by KICC to offer similar services, must not have had any negative evaluation for poor performance and/or delayed delivery of service. In addition, any contract terminated on grounds of integrity and/or fraud or corruption is ineligible to tender.</p>

2.12	<p>Tender Security Tender Security to be issued by the tenderers is Kenya Shillings Fifty Thousand (KShs.50,000) in form of a bank guarantee issued by a bank licensed and operating in Kenya. Tender Security from an insurance company recognized by the Public Procurement Oversight Authority (PPOA) of Kenya is also acceptable.</p>																				
2.16.3	<p>Bulky Tenders that do not fit into the tender box shall be received and kept at the Chief Executive Officer's office on 4th Floor, KICC building, Harambee Avenue, Nairobi.</p>																				
2.22	<p>Evaluation and comparison of tenders</p> <ul style="list-style-type: none"> • Tenderers will be required to pass the preliminary evaluation having submitted all the mandatory documentation before being considered for technical evaluation. • A two stage procedure will be adopted in evaluating the proposals with the technical evaluation being completed prior to financial proposals being evaluated. Material deficiencies in providing the information requested may result in rejection of a proposal. • The evaluation criteria below will be used to evaluate the technical responsiveness of the tenders: <table border="1" data-bbox="491 1066 1461 1962" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">EVALUATION CRITERIA</th> <th style="text-align: center;">MAX. SCORE</th> </tr> </thead> <tbody> <tr> <td>a) <i>Proposed organization structure</i> that brings out effective service delivery from the tenderer</td> <td style="text-align: center;">5</td> </tr> <tr> <td>b) <i>Presentation of the Certificate of pre-bid meeting duly signed by Technical Services Manager kicc issued only during the pre-bid meeting</i></td> <td style="text-align: center;">5</td> </tr> <tr> <td>c) <i>Comprehensive plan/Proposal on how the tenderer intends to execute the works if awarded the tender. This includes the way the tenderer intends to acquire key equipment and services as follows;</i></td> <td style="text-align: center;">20</td> </tr> <tr> <td style="padding-left: 20px;">i) At least one motor vehicle (pick-up)(attach logbook or lease agreement) (5 marks)</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">ii) Spare parts(attach supplier agreement or undertaking from the tenderers key spare parts suppliers to supply the tenderer during the contract period) (5 marks)</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">iii) Workshop facilities (ownership document/lease Agreement) (5 marks)</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">iv) Technicians (2 technicians)-Name, telephone no. and email address of proposed technician(5 marks)</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">1.</td> <td></td> </tr> <tr> <td style="padding-left: 40px;">2.</td> <td></td> </tr> </tbody> </table>	EVALUATION CRITERIA	MAX. SCORE	a) <i>Proposed organization structure</i> that brings out effective service delivery from the tenderer	5	b) <i>Presentation of the Certificate of pre-bid meeting duly signed by Technical Services Manager kicc issued only during the pre-bid meeting</i>	5	c) <i>Comprehensive plan/Proposal on how the tenderer intends to execute the works if awarded the tender. This includes the way the tenderer intends to acquire key equipment and services as follows;</i>	20	i) At least one motor vehicle (pick-up)(attach logbook or lease agreement) (5 marks)		ii) Spare parts(attach supplier agreement or undertaking from the tenderers key spare parts suppliers to supply the tenderer during the contract period) (5 marks)		iii) Workshop facilities (ownership document/lease Agreement) (5 marks)		iv) Technicians (2 technicians)-Name, telephone no. and email address of proposed technician(5 marks)		1.		2.	
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	<p>d) Skills of principal team members for the proposed assignment: provide CV's and relevant certificate.</p>	
<p>1) Team Leader Academic Qualifications and experience:</p> <p>A team leader Should be in possession of; i) Degree in Mechanical/Electrical/Control Engineering and at least 3 years' experience CV-duly signed by the owner-(5 marks) Copies of Certificates -(5 marks)</p> <p style="text-align: center;"><i>or</i></p> <p>ii) Diploma in plant/Control/electrical engineering with 5 years' experience CV-duly signed by the owner - (5 marks) Copies of Certificates - (5 marks)</p>	<p>10</p>	
<p>2) Technicians</p> <p>Academic qualification and experience:</p> <p>i) Minimum qualification of Craft certificate in Electrical or Mechanical Engineering or related field with 5 years of experience and or diploma in Electrical or Mechanical Engineering or related field with 3 years' experience in Fire alarm systems.</p> <p>a) CV duly signed by the owner (5 marks) b) Certificates for the technician proposed for the service(10 marks)</p> <p>ii) Certified technician.</p> <p>a) CV duly signed by the owner (5 marks) b) Certificate by relevant professional body for the technician proposed for the service(10 marks)</p>	<p>30</p>	
<p>e) Due diligence:</p> <ul style="list-style-type: none"> • Existence of offices-provide evidence of lease agreement or utility bill (5 Marks) • Current valid business license from the county government (5 marks) 	<p>10</p>	
<p>f) Experience</p> <p>Major contracts completed in the last three (3) years</p> <ul style="list-style-type: none"> • Contracts of similar to scope of works and magnitude (2mk each, max 6mk) • Contracts of similar to scope of works and magnitude but of lower value than the one in consideration (1mk each, max 4mk) 	<p>10</p>	

	<p>On-going contracts</p> <ul style="list-style-type: none"> • Contracts of similar to scope of works and magnitude (2mk each, max 4mk) • Contracts of similar to scope of works and magnitude but of lower value than the one in consideration (1mk each, max 2mk) 	
	<p>g) Evidence of the Latest Financial Resources (cash in hand, lines of credit, overdraft facility etc. (based on the latest financial year</p> <ol style="list-style-type: none"> 1. Has financial resources equal or above the estimated cost of the Contract ----- 5 2. Has financial resources below the estimated cost of the contract -----2 3. Has not indicated sources of financial resources -- 0 	5
	<p>h) Audited financial report (last two (2) years) for each year</p> <ul style="list-style-type: none"> • Turn over greater or equal to 5 times the Estimated cost of the Contract -----2.5 • Turn over greater or equal to 3 times the estimated cost of the Contract -----1.5 • Turn over greater or equal to the estimated cost of the contract -----1 • Turn over below the cost of the contract -----0 	5
	<p>Total Score</p>	100
	<ul style="list-style-type: none"> • Only technical proposals of firms scoring a technical score (St) of minimum 80 points out of the possible 100 points will be considered responsive and will proceed to the financial evaluation. 	

	<ul style="list-style-type: none"> • In addition, the evaluation committee will determine whether the financial tenders are complete e.g. whether the tenderer has cost all the items in the schedule of prices. • Each lump sum rate inserted in the Schedule of Prices shall be a realistic estimate of the execution of the works to completion described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimates under any item or groups of items, the tender shall be deemed not responsive.
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2.24.4	<p>Award of contract</p> <p>Award of contract will be issued to the eligible tenderer (in line with the eligibility clause);</p> <ul style="list-style-type: none"> i) who has submitted the tender document in line with the tender requirements; ii) who has been successfully evaluated in preliminary evaluation and attained the technical evaluation pass mark of 80 points and above; iii) who, having qualified in (ii) above, emerges to be the lowest bidder in financial evaluation. or iv) who, having qualified in (iii) above, is invited for Competitive Negotiations and submits the lowest evaluated Best and Final Offer.
2.27	<p>Particulars of performance security</p> <p>The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya.</p>
2.28	<p>In addition to clause 2.28, the ethics as described below will apply: Ethics</p> <p>It is a requirement that both KICC and prospective suppliers of goods, services and works observe the highest standards of ethics during the procurement and execution of contracts.</p> <p>In pursuance of this policy, KICC requires that all bidders concerned take measures to ensure that no transfer of gifts, payments or other benefits to officials of Kenyatta International Convention Centre and/or procurement/management staff with decision making responsibility or influence occurs. In this regard, Kenyatta International Convention Centre will require all tenderers to sign, as part of the tender documents, an Integrity Pact (Section VII – Standard forms). Non-delivery of the Bidders Declaration and Integrity Pact (Section VII – Standard forms) duly undersigned by the chief executive or legal representative of the tendering party will result in exclusion of the bid/ quotation from the procurement process.</p>
	<p>Kenyatta International Convention Centre reserves the right to suspend or cancel a tender/quotation if corrupt practices of any kind are discovered at any stage of the award process.</p>

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Definitions

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

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

Application

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

Standards

- 3.3.1** The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

Patent Rights

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

Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) A bank guarantee.
- b) Such insurance guarantee approved by the Authority.

The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

Inspections and Tests

The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests May be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

Should any inspected or tested services fail to conform to the Specifications, the Procuring entity May reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

Nothing in clause 3.6 shall in any way release the tenderer from any warranty or other obligations under this Contract.

Payment

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

Prices

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

Assignment

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

Termination for Default

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

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

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

Termination of insolvency

The procuring entity may at anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

Termination for convenience

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

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

Resolution of disputes

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may file a case for determination in court.

Governing Language

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

Force Majeure

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

Applicable Law

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

Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

4 SECTION IV – SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

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

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

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

General conditions of contract reference	Special conditions of contract
3.5	Particulars of performance security The amount of Performance Security shall be 10% of the Contract Price in the format of the Performance Security Form provided in the tender document in the form of a bank guarantee drawn by a bank licensed and operating in Kenya.
3.7	The payments will be done Quarterly within 30 days upon receipt of invoice at KICC and confirmation of satisfactory receipt of services.
3.13	The provisions of the arbitration act of the laws of Kenya shall apply.

APPENDIX III

5 APPENDIX IV SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start_ End_____
--------	-------------	----------	-------------------------------

(The tenderer should amend as appropriate)

SCHEDULE OF REQUIREMENTS

The schedule of requirements for this tender is as given below, which will appear as Appendices & schedules to the contract:

APPENDICES & SCHEDULES

- Maintenance of stand by Generator set.

- Price list for agreed items(price schedule)

- Response time
- Price list for anticipated spare parts – Generator and other items

- Results of site survey

- EHS Recommendation

APPENDIX I

Safety Note:

MAINTENANCE OF GENERATOR SET

1. All service Technicians must be in safety gear before embarking on any work. They must ensure the safety of themselves and those in the station during the duration of service.



CONTRACTOR undertakes to service and maintain generating set as per list of equipment agreed on by both parties. The said list shall be updated quarterly.

1. DEFINITION OF MAINTENANCE

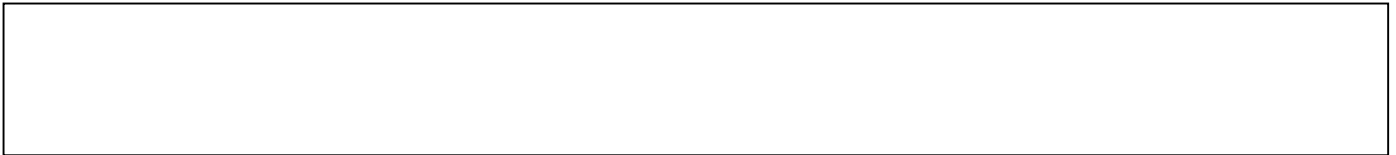
The service and maintenance to be carried out on the equipment will be based on preventive maintenance and Breakdown Calls.

Preventive Service maintenance:-

The entire equipment will be checked four times yearly as per manufacturer’s recommendations, this will be done every three (3) months or 250 hour interval from date of first service whichever comes first. During the visits, a series of checks and security maintenance will be carried out on the equipment:

The Generator shall be serviced as per the following service checklist and a signed copy shall be left on site.

Generator Preventive service Checklist



Procedure/Check list	Confirm
Report to the office and notify the Manager/Supervisor of the intention to service equipment. Advise on the likely duration and the effect on business	
Ensure to change to all safety wear before proceeding to the equipment room	
Isolate equipment (Mechanical/Electrical), as applicable	
Drain engine oil and flush the engine	
Replace the oil filter LF 9080 Fleet guard	
Re-fill with fresh heavy duty diesel engine oil.15/40w valvoline Check to confirm level	
Clean Fuel filter FF 2203 Fleet guard. (Replace every 6months/every other service)	
Clean Air filter AF 25708M. (Replace every 6months/every other service)	
Replace fuel separator FS 1006 Fleet guard	
Replace water filter WF 2071 Fleet guard	
Check for oil and fuel leaks in joints and tighten if necessary	
Check v-belt state and tightness. Confirm multi belt uniformity. Replace all if necessary. Do not replace part.	
Coolant level top up	
Every 6 months, drain Radiator, flash/clean and refill with coolant	
Clean and check all components in control panel especially contactors, timers and relays, ensure neither loose contact nor wire.	
Check battery voltage, water level and top up as necessary	
Check earthing, check and cleaning of electrical panels and relays	

Inspect circuitry confirming that all connections are firm and cable in good condition	
Clean the generator externally.	
Restore isolating equipment	
Stimulate power failure and /or phase failure and check good running of the equipment and power per phase for generator set with auto	
Check and ensure all gauges and meters are working	
Analyze and advice on condition of engine performance	
Fill a service card and attach it conspicuously	
Instruct staff member on routine daily checks for oil and Battery water levels	
Prepare Service report. Specify any items that need follow up for closure and have it signed and stamped by the dealer	

Name of Technician.....

Sign..... Date.....

Breakdown calls

This involves attendance during contracted hours, upon request by **Kenyatta International Convention Centre** or their agents, to carry out a repair of a defective or broken down equipment. The request for repairs will be addressed to **CONTRACTOR** by Email, phone call, message or other agreed modes of communication.

2. GENERAL CONDITIONS OF MAINTENANCE

Before the commencement of the works under this Contract, the following conditions will have to be fulfilled:

- A joint inventory and examination of the equipment shall be carried out by **CONTRACTOR** and **KICC** and a list drawn and agreed upon.
- Equipment will have been installed in accordance with manufacturer's recommendations and in good running condition. If this is not the case, **CONTRACTOR** will, upon an agreed cost with **KICC** put the affected equipment in order before the commencement.
- The general maintenance of the equipment will ensure the following :
- Evidence of security
- No lack of oil or water
- Run generator on full load and check on each phase and record.
- Enough ventilation in the room
- Check and correct any oil leaks, replacement of worn out seals
- Check mountings
- Check radiator support brackets
- Replacement or addition of radiator coolant
- Replace radiator rubber hoses and clips and cap
- Replace bar timers and sensing relays and magnetic switches
- Check synchronized change over system for 3 mains incomers
- Replace control fuses and contactor coils
- Check and inspect top gasket
- Check and inspect oil pressure switch

- Check and replace exhaust system
- Check and service charging alternator
- check and service starter motor
- Clean fuel injector nozzles
- Check condition of fuel lift pump and water pumps
- Checking and changing of oil, including tank/engine flushing when necessary
- Checking and repair of exhaust system, including mounting, painting and replacement of exhaust flap.
- Checking and servicing of engine charging alternator
- Checking and servicing of engine starter motor
- Replacement of 12V push clip relay
- Replacement of 240V/12V DC Relay, where and when necessary
- Checking and report on condition of the inter phase module
- Checking and report on condition of the Thermostat
- Cleaning of fuel injector nozzles; and advise as necessary
- Check the condition of heavy duty battery, and advise as necessary
- Checking and report on condition fuel lift pump and water pump
- Carry out general inspection of generator set report.
- **CONTRACTOR** shall ensure that materials used and works done are in accordance with regulations in force.
- Where equipment requires an overhaul, **CONTRACTOR** shall provide a report to enable **KICC** to take decision for its repair to be effected.
- Where the equipment was not sold by **CONTRACTOR**, the spare parts will be acquired from the local agents. If this is not readily available, **CONTRACTOR** will not be held responsible for any delays and may offer to replace the equipment upon an agreed quotation to **KICC**.
- Every new piece of equipment to be included in the Contract shall be inspected before being listed.
- At the end of the contract, the contractor shall ensure that all equipment are in good working condition. Any repairs necessary to be carried out by a different contractor during takeover of the equipment shall be at the expense of the outgoing contractor.

3. FIXED PRICE

The prices for the works include service spares, labour, transport, out-of-station expenses for four (4) times yearly preventive maintenance and breakdown calls.

Any service done on a generator above four times a year shall be charged as an out of contract job using the agreed contract rates.

4. EXCLUSIONS FROM FIXED PRICES

The price does not include:

All repairs (labour) following an accident, wrong use or modification

Works and repairs due to accidents, lightning strikes, power surges or fire.

The cost (materials only) as special components/spare parts as listed .

Major repairs (engine overhaul and armature, alternator rewinding) and other works as approved by **KICC**.

Re-spraying of generator set

Calibration of injector pump & replacement of injector nozzles

Replacement of instrument gauges- i.e. voltmeter, temperature gauge, frequency gauge etc.

Replacement of exhaust system silencer

Complete recording of engine radiator

Installation of new or used Generator set.

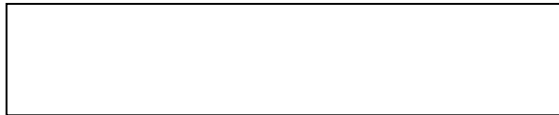
Any repairs necessitated by damages/faults due to negligence of client, accident, malicious intent or an act of God.

Works not covered by this Contract shall be advised to **Kenyatta International Convention Centre** in time, giving estimate for repairs.

NOTE: Warranty for equipment not supplied and installed by CONTRACTOR

*The Supplier of the equipment will provide warranty for the spares and expenses. Consequently, **CONTRACTOR** will not be held responsible if the spares cannot be supplied by the local agents for normal use in the contract or for warranty. Therefore, agreement with the different suppliers of equipment may require **KICC** assistance. In that case, no penalty can be applied to **CONTRACTOR** for out of contract response time.*

*It is however the responsibility of the **CONTRACTOR** to ensure that equipment are competently maintained to the standard of the manufacturer's recommendation by engaging competent technical staff and following all recommended procedures. All spares supplied by the **CONTRACTOR** shall be deemed genuine and if they fail within a time frame that is considered reasonably low, shall be replaced by the contractor without any extra charge to **KICC***



PRICE SCHEDULE

1. The tenderer/ bidder shall before tendering for these works. Visit the site of the proposed maintenance service works to ascertain for themselves with the existing conditions of the generator and the entire works and to establish the extent/amount of the works required to be carried out.
2. Prices quoted shall include VAT withholding tax and all other taxes current at the time of tender. In accordance with the government policy, the VAT and the withholding tax shall be deducted from all payments made to the contractor and the same shall be forwarded to the Kenya revenue authority (KRA)
3. The tenderer/bidder is deemed to have included for all the above requirements in his service charge for each system
4. The tenderer to ensure that the cost breakdown for the generator service (materials, labour, transport and all other costs) are listed systematically and separately to arrive at total quarterly service charge indicated in the schedule of prices page.
5. Ensure that you carry forward to form of tender the total cost in the price summary
6. The cost breakdown of the materials, labour, transport and any other costs will be used in certifying the contractor's quarterly payments and any bidder not complying with the foregoing conditions will automatically be disqualified.

SCHEDULE 1: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE FIRST QUARTER OF THE FIRST YEAR (250hrs or 3 Months whichever comes first)

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: a) Water filter WF 2071 fleet guard b) Fuel filter FF 2203 fleet guard c) Fuel separator FS 1006 fleet guard d) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the Schedule of requirements (Section V)		Lot		
SUB-TOTAL FOR THE SECOND QUARTER OF THE FIRST YEAR CARRIED FORWARD .					

SCHEDULE 2: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE SECOND QUARTER OF THE FIRST YEAR (500hrs or 6 Months whichever comes first)

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: e) Water filter WF 2071 fleet guard f) Fuel filter FF 2203 fleet guard g) Fuel separator FS 1006 fleet guard h) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the particular specification of this document (Section V)		Lot		
SUB-TOTAL FOR THE SECOND QUARTER OF THE FIRST YEAR CARRIED FORWARD .					

SCHEDULE 3: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE THIRD QUARTER OF THE FIRST YEAR (750hrs or 9 Months whichever comes first).

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: a) Water filter WF 2071 fleet guard b) Fuel filter FF 2203 fleet guard c) Fuel separator FS 1006 fleet guard d) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the Schedule of requirements (Section V)		Lot		
SUB-TOTAL FOR THE THIRD QUARTER OF THE FIRST YEAR CARRIED FORWARD .					

SCHEDULE 4: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE FOURTH QUARTER OF THE FIRST YEAR (1000hrs or 12 Months whichever comes first)

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: a) Water filter WF 2071 fleet guard b) Fuel filter FF 2203 fleet guard c) Fuel separator FS 1006 fleet guard d) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the schedule of requirements (Section V)		Lot		
SUB-TOTAL FOR THE FOURTH QUARTER OF THE FIRST YEAR CARRIED FORWARD .					

COLLECTION PAGE FOR THE FIRST YEAR

Item no.	Description	Kshs.	Cts
1	Sub-Total service charge brought forward from PAGE 41 (250hrs)		
2	Sub-Total service charge brought forward from PAGE 42(500hrs)		
3	Sub-Total service charge brought forward from PAGE 43 (750hrs)		
4	Sub-Total service charge brought forward from PAGE 44 (1000hrs)		
TOTAL SERVICE CHARGE FOR THE FIRST YEAR CARRIED FORWARD TO PRICE SUMMARY			

SCHEDULE 5: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE FIRST QUARTER OF THE SECOND YEAR (1250hrs or 15 Months whichever comes first)

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: a) Water filter WF 2071 fleet guard b) Fuel filter FF 2203 fleet guard c) Fuel separator FS 1006 fleet guard d) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the Schedule of requirements (Section V)		Lot		
SUB-TOTAL FOR THE FIRST QUARTER OF THE SECOND YEAR CARRIED FORWARD .					

SCHEDULE 6: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE SECOND QUARTER OF THE SECOND YEAR (1030hrs or 18 Months whichever comes first).

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: a) Water filter WF 2071 fleet guard b) Fuel filter FF 2203 fleet guard c) Fuel separator FS 1006 fleet guard d) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the Schedule of requirement (Section V)		Lot		
SUB-TOTAL FOR THE SECOND QUARTER OF THE SECOND YEAR CARRIED FORWARD .					

SCHEDULE 7: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE THIRD QUARTER OF THE SECOND YEAR (1750hrs or 21 Months whichever comes first)

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: a) Water filter WF 2071 fleet guard b) Fuel filter FF 2203 fleet guard c) Fuel separator FS 1006 fleet guard d) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the schedule of requirement (Section v)		Lot		
SUB-TOTAL FOR THE THIRD QUARTER OF THE SECOND YEAR CARRIED FORWARD .					

SCHEDULE 8: COST BREAKDOWN FOR GENERATOR SERVICE FOR THE FOURTH QUARTER OF THE SECOND YEAR (2000hrs or 24 Months whichever comes first)

Item	Description	Quantity	Unit	Rate	Kshs.
2.01	drain all the engine oil and flush the engine		item		
2.02	Supply and change of heavy duty Engine oil 15/40w valvoline		Ltrs		
2.03	Supply and replacing of engine lube filter LF 9080 fleet guard		No		
2.04	Supply and Replacing of: a) Water filter WF 2071 fleet guard b) Fuel filter FF 2203 fleet guard c) Fuel separator FS 1006 fleet guard d) Air cleaner AF 25708M		No		
2.05	Supply battery water		ltrs		
2.06	drain and charge radiator coolant where necessary		ltrs		
2.07	Service charge to carry out the works as listed in the schedule of requirement of this document (Section V)		Lot		
SUB-TOTAL FOR THE FOURTH QUARTER OF THE SECOND YEAR CARRIED FORWARD .					

COLLECTION PAGE FOR THE SECOND YEAR

Item no.	Description	Kshs.	Cts
1	Sub-Total service charge brought forward from PAGE 45(1250hrs)		
2	Sub-Total service charge brought forward from PAGE 47 (1030hrs)		
3	Sub-Total service charge brought forward from PAGE 48 (1750hrs)		
4	Sub-Total service charge brought forward from PAGE 49 (2000hrs)		
TOTAL SERVICE CHARGE FOR THE SECOND YEAR CARRIED FORWARD TO PRICE SUMMARY			

MAIN SUMMARY PAGE

Item no.	Description	Kshs.	Cts
1	Sub-Total service charge for the first year brought forward .		
2	Sub-Total service charge for the second year brought forward.		
3	Allow for the insurance cover of the works and persons		
TOTAL SERVICE CHARGE CARRIED TO FORM OF TENDER			

TOTAL AMOUNT IN WORDS:- Kenya shillings-----

Tender's name and stamp-----

Signature-----date-----

Pin number-----VAT certificate No-----

Witness-----address-----

Signature of witness----- Date-----

RESPONSE TIME

Urgent cases affecting safety of people and goods or special cases when given by **KICC**.

URGENT: Dealer unable to dispense any product grade or service and any specific site as may be provided by **KICC**

NORMAL: Other cases. Cases of breakdowns not stopping the sales and / or normal service operation.

1 – RESPONSE TIME

Time is of the essence in respect of the importance of Works. In assessing the **CONTRACTOR**'s compliance with Response Times, **KICC** shall take into account the following:

(a) Fault time that arises as a result of the obsolete equipment, provided that the **CONTRACTOR** has given prior notice in writing to **KICC** that the equipment was obsolete.

(b) Fault time occasioned by the requirement for approval by any relevant statutory or regulatory authority, provided that the **CONTRACTOR** supplies evidence that due notice was given to the relevant authority.

Schedule 9: Response time

Site	location	Priority(hrs)	Urgent(hrs)	Normal(hrs)
KICC building	Nairobi	4	8	24

REACTIVE MAINTENANCE

To carry out effective maintenance works, **CONTRACTOR** will maintain his base within Nairobi and shall have at least two (2) technicians on standby to attend to calls.

Response times will depend on the nature and the urgency of works to be carried out as shown below:

****The response time is measured in working hours as work at night may be unsafe**.**

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PENALTIES

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In cases where **CONTRACTOR** is unable to respect the response times as stipulated, **CONTRACTOR** shall advise **KICC management** immediately by e-mail. **CONTRACTOR** shall state the reference number and reason for non-compliance and state the alternative arrangement made by the **CONTRACTOR** to effect the maintenance with sufficient details of how, by whom and when it will be effected. If necessary and after consultation of the **CONTRACTOR**, **KICC** may engage such persons as deemed suitable to undertake the work should the **CONTRACTOR** fail to do so and the costs incurred being deductible from the **CONTRACTOR**.

In case of late response, a deductible penalty of 5% of the quarterly maintenance fixed price for the unit in question will be owed by **CONTRACTOR** to **KICC**. This amount will be increased by an amount equal to 5% of the quarterly fixed price for the unit per any additional day delayed. However, the **KICC** amount of penalty in any one month period shall not exceed 10% of the tax-

free turnover of the period.

The time and date of the request will form the basis for estimating the deadline. A summary of performances and late calls will be given to **KICC** at the beginning of each Quarter for the previous quarter and will form the bases for deduction of the penalty from the contract invoice.

STAND BY TEAM ON PUBLIC HOLIDAYS

It is agreed in the Agreement that, during Saturday afternoon, Sundays and public holidays, the **CONTRACTOR** undertakes to provide a stand-by service centre team able to cover any emergency

Working Hours: 8.00am - 4.00pm

2 – PERFORMANCE REPORTING PROCEDURES: (Key Performance Indicators)

It is agreed that both technical services of **KENYATTA INTERNATIONAL CONVENTION CENTRE** and **CONTRACTOR** will meet quarterly. **CONTRACTOR** will give at this time a complete report showing the performance of the Contract as detailed as follows:

PERFORMANCE OF PREVENTIVE MAINTENANCE ACTIONS

The measure will show the difference between the forecast done for each quarter for preventive maintenance visit and the effective realization each quarter.

PERFORMANCE OF CORRECTIVE MAINTENANCE ACTIONS

This figure will show the number of successful and unsuccessful intervention out of response time (NOR) against the **KICC** number of intervention (TNI). **CONTRACTOR** will strictly explain the reasons for any intervention out of response time. Solutions will be proposed by **CONTRACTOR** to **KICC** to improve the situation where necessary.

“M.T.B.F.” : MEAN TIME BETWEEN FAILURE

MTBF will be calculated monthly according to the following formula:

$$\text{MTBF} = (\text{Nb of Days} * \text{Nb of unit}) / (\text{Nb of faults})$$

The target is > 180 – 200 days.

PRICE LIST FOR GENERATOR ANTICIPATED PARTS.

--

Charge Rates for various activities under the terms of this contract which shall be applied for Spare Parts, repairs and other services provided which is not part of the Maintenance Service included in the yearly contract amount (All prices are inclusive of VAT):

1. This schedule comprises anticipated generator spares and parts not covered by the scope of works under this contract
2. The bidder shall insert unit rates against the items listed in the schedule and may add such other item as he considers appropriate
3. Bidder shall be required to provide unit rates in this schedule for the anticipated generator spares and parts as a mandatory requirement.
4. The filling of this schedules and the unit rates therein shall form part of the tender evaluation criteria, and the bidder not complying with the requirement 2 & 3 above may be disqualified
5. The agreed rates shall remain valid for the entire contract period.
6. As and when a certain generator spares/part is to be replaced, the unit rate in this schedule shall be used and the contractor shall be instructed to supply and install the said spares /parts at the quoted unit rates after confirming availability of funds from the client.

The unit rates shall include for supply, installation, testing and commissioning including VAT, withholding tax and all other taxes current at the time of tender. In accordance with the government policy, the VAT and the withholding tax shall be deducted from all payments made to the contractor and the same shall subsequently be forwarded to the Kenya Revenue authority (KRA).

Schedule 10. Anticipated Spare Parts *

Type of Engine/Rating 1000KVA				Price inclusive VAT (KShs)	
	Part/Consumable description	Qty	Unit		
1	Air Cleaner				
2	Auto Module Card				
3	speed control module				
4	Engine interface module				
5	PCB				
6	Intelligent transfer Board				
7	Automatic Voltage Regulator SR7				
8	Automatic Voltage Regulator r230				
9	Automatic Voltage Regulator sx460				
10	Bypass Filter				
11	Complete Fuel Injector				
12	Complete Gasket set (overhaul kit)				
13	Complete Water Pump				
14	pulley - water pump/alternator				
15	Connecting Bearing Standard set				
16	Electric Starter repair				
17	Electric Starter new				
18	alternator repair				
19	alternator repair kit				
20	alternator new				
21	Engine oil				
22	Fan Belt				
23	Fuel filter				
24 a)	Fuel Injector nozzle - new				
b)	Fuel Injector nozzle - service				
25	Fuel Solenoid assembly				
26	Fuel Solenoid switch /shut off				
27	High Current Starting Battery				
	Type of Engine/Rating 1000KVA.			Price Inc. VAT (KShs)	
	maintained light duty 70AH				
	maintained heavy duty 70AH				
	maintained heavy duty 90AH				
	maintained heavy duty 120AH				

	non-maintained heavy duty 70AH				
	non-maintained heavy duty 90AH				
	non-maintained heavy duty 120AH				
	Hour Meter 24V				
	Hour Meter 12V				
	frequency meter				
	ammeter				
	voltmeter				
	Main Bearing set Standard				
	Mains Contactor repair kit				
	Mains Contactor for generator or KPLC changeover 80A or less				
	Mains Contactor for generator or KPLC changeover 100A to 125A				
	Mains Contactor coil for generator or KPLC changeover 80A or less				
	manual changeover up to 115A				
	mechanical interlock				
	KPLC cut out				
	Oil Filter				
	Piston				
	Piston Rings set Standard				
	Protection /Control fuse				
	Radiator Coolant				
	Stop Solenoid				
	240 AC/12V Trickle Charger				
	Water filter				
	Water temperature switch				
	Water temperature sensor				
	water gauge (temperature)				
	fuel gauge				
	oil pressure gauge				
	oil pressure / sender switch				
	fuel tank cap				
	oil cap				
	Type of Engine/Rating 1000KVA				Price Incl. VAT (KShs)
51	radiator hose clips				
52	radiator cap				
53	radiator drain cock				
54	radiator hose - top / bottom				

55	radiator service				
56	new radiator (supply)				
57	radiator threading				
58	magnetic pick up sensor				
59	oil seal - rear / front				
60	fuel lift pump				
61	engine cooling fan				
62	dip stick				
63	gasket - top/bottom/sump				
64	exhaust pipe				
65	exhaust silencer				
66	exhaust bellow				
67	exhaust mounting brackets				
68	exhaust closing flap				
69	fuel tank cleaning				
70	injector pump - service				
71	valve seals				
72	valves - intake / exhaust				
73	inserts				
74	fuel return pipes				
75	fuel injector leak off pipes				
76	gudgeon pin				
77	complete engine overhaul-Labor Only				
78	panel indicator lamps				
79	emergency stop button				
80	battery jumper cables				
81	battery terminal repair				
82	battery terminal clamps				
83	Turbo charger				
84	repair kit for governor				
85	atomizer				
86	cylinder head refacing and pressure test				
87	thrust washers				
88	ignition key				
89	diodes - plate / rotating				
90	rectifier set				
91	alternator repairs - stator / rotor				

	Type of Engine/Rating 1000KVA			Price Incl. VAT (KShs)
92	repair kit for oil pump			
93	cylinder sleeve / liners			
94	Con rod			
95	Water pump			

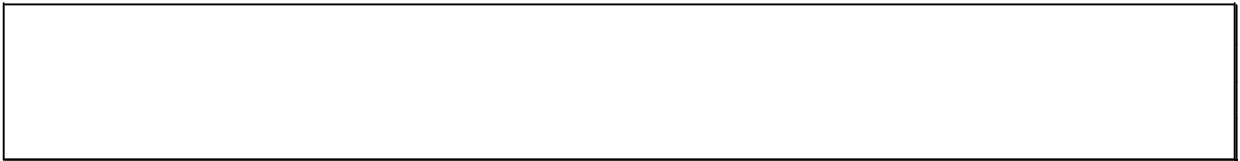
96	Fly wheel gears				
97	240AC/ 12V Heavy duty batteries				
98	emergency call charges				
99	<p>Various controller printed circuit board cards (Tenderer to provide list and price):</p> <p>i).....</p> <p>ii).....</p> <p>iii).....</p> <p>iv).....</p> <p>v).....</p>				
100	<p>List any other materials that may break down outside the normal materials needed in maintenance.</p> <p>i).....</p> <p>.....</p> <p>ii).....</p> <p>.....</p> <p>iii).....</p> <p>.....</p> <p>iv).....</p> <p>.....</p> <p>v).....</p> <p>.....</p>				

APPENDIX VI
E. H. SRR RECOMMENDATIONS



The results of equipment surveys should be as comprehensive as possible to allow for highly accurate cost estimations.

They should cover The stand by generator & associated electrical system.
They should advise upfront where equipment is beyond repair and where spares availability may become a future concern.



The contractor shall observe the safety guidelines issued by The Kenyatta international convention centre to the letter. Of particular importance is the usage of personal protective equipment as necessary from one task to another.

Incident reporting will be done to KICC safety officer latest within 24 hrs of occurrence.
The contractor's staff must be informed that the Generator room is a no smoking zone. The contractor must post relevant warning signage around his works area.

The contractor will exercise extra care to manage the human and vehicular traffic where work progresses while the site is operating.

The contractor is advised to barricade with visible medium the areas where his team is working. The contractor must not work on live Electricals and proper isolation is his responsibility.

Waste generated in the course of duty must be disposed as per the requirement of national Environmental Management Authority.

Proper housekeeping must be observed at all times on site.

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SECTION VI – DESCRIPTION OF SERVICES

Terms of reference

Pursuant to Section V, below is a summary of the terms of reference.

Scope of works for Standby generator maintenance and repairs service.

The scope of works for this tender covers (but is not limited to):

- a) Regular preventive maintenance as well as breakdown repairs for stand by generator on site as per the issued schedule.
- b) Liaise with the government departments such as Weights and Measures or Kenya Bureau of Standards as necessary from time to time, in effecting legislative certification of various equipment.
- c) Provide technical guidance on various cost effective ways of undertaking maintenance of equipment and physical infrastructure.
- d) Prepare a detailed maintenance schedule for all equipment on site as detailed.

Please note that:

- a) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Procuring entity are not reimbursable as a direct cost of the assignment; and
- b) The Procuring entity is not bound to accept any of the proposals submitted.
- c) All the terms and conditions given in the sample contract document (Appendix 4) take precedence for the execution of the maintenance and repair works.

Requirements for tenderer

The tenderer must be a reputable local company with a proven track record in diesel engines in relation to maintenance and repair works.

The tenderer will be required to demonstrate that the team assigned is professionally qualified and has relevant expertise in the area of service station equipment maintenance. The technical team will be expected to demonstrate such experience by providing a detailed record of recent assignments. The experience will also be demonstrated in the CVs of the proposed professional staff.

7

SECTION VII – STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 2.12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VII – STANDARD FORMS

- 1 Form of tender
- 2 Contract form
- 3 Confidential Questionnaire form
- 4 Tender security form
- 5 Performance security form
- 6 Bank guarantee for advance payment
- 7 Bidder's Declaration and Integrity Pact

FORM OF TENDER

Date _____ Tender No. _____

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... [Insert numbers] of which is hereby duly acknowledged, we, the undersigned, offer to provide [Description of services] in conformity with the said tender documents for the sum of [total tender amount in words and figures] or such other sums as May be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and May be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20__

[Signature] _____ [In the capacity of] _____

Duly authorized to sign tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20_____
between..... [Name of procurement entity] of
..... [Country of Procurement entity] (Hereinafter called “the Procuring entity”) of the one
part and [Name of tenderer] of
..... [City and country of tenderer] (Hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [Brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of
..... [Contract price in words and figures] NOW THIS

AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) The Procuring entity’s Notification of Award.
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as May become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, and delivered by _____ the _____ (for the Procuring entity).

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

Part 1 General

Business Name.....

Location of Business Premises

Plot No. **CONFIDENTIAL BUSINESS QUESTIONNAIRE**.....

Postal address Tel No. Fax Email.....

.....You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to

Nature of Business.....

Registration Certificate No.....

Maximum value of business which you can handle at any one time - KShs..... Name of your bankers

.....

Branch.....

	<p>Part 2 (a) – Sole Proprietor Your name in full..... Age..... Nationality.....Country of Origin..... Citizenship details </p>																				
	<p>Part 2 (b) – Partnership Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company Nominal KShs. Issued KShs. Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
Name	Nationality	Citizenship details	Shares																		
1.																		
2.																		
3.																		
4.																		
	<p>Date.....Signature of Candidate.....</p>																				

TENDER SECURITY FORM

Whereas [Name of the tenderer]

(Hereinafter called “the tenderer”) has submitted its tender dated..... [Date of submission of tender]
for the provision of [Name and/or description of the services]

(Hereinafter called “the Tenderer”)..... KNOW ALL

PEOPLE by these presents that WE.....

Of.....having registered office at [name of procuring entity]
(hereinafter called “the Bank”) are bound unto
.....

[Name of procuring entity] (Hereinafter called “the procuring entity”) in the sum of
.....

For which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of 20 ____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - a) fails or refuses to execute the Contract Form, if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

PERFORMANCE SECURITY FORM

To: [Name of the
Procuring entity]

WHEREAS..... [Name of tenderer]

(Hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. ___ [reference number of the contract] dated _____ 20 ____ to

Supply..... [Description
services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract, that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [Amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of

.....
[Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20 __

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[Name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general, conditions of contract to provide for advance payment,

.....

[Name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of [amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which May be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

BIDDER'S DECLARATION AND INTEGRITY PACT BIDDER'S

DECLARATION

We/I the undersigned, in the capacity of for
.....[*name of the company/firm/individual*] certify that the **bidder is not in any of the following situations:**

- 1 Bankruptcy; are the subject of proceedings for a declaration of bankruptcy, or of an order for compulsory winding up or administration by court, or of any other similar proceedings;
- 2 Payments to us have been suspended in accordance with the judgment of a court other than a judgment declaring bankruptcy and resulting, in accordance with our national laws, in the total or partial loss of the right to administer and dispose off our property;
- 3 Legal proceedings have been instituted against us involving an order suspending payments and which May result, in accordance with our national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of our property;
- 4 Are being wound up, or our affairs are being administered by court, or have entered into an arrangement with creditors, or have suspended business activities or are subject to an injunction against running business by a court of law;
- 5 Have been convicted by a final judgment of any crime or offence concerning our/my professional conduct;
- 6 Are guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or execution of a tender already awarded; and
- 7 Are in breach of contract on another contract with the Government of Kenya or other local or international contracting authority or foreign government.
- 8 Have been convicted of an offence concerning our/my professional conduct by a court of law, or found guilty of grave professional misconduct;
- 9 Have not fulfilled obligations relating to payments of taxes or statutory contributions.

If the bidder is in any of the above listed situations, kindly attach documents giving details of the situation.

Names in full: [.....] Duly authorized to sign this bid on behalf of (bidder's name):

[.....]

Place and date: [.....] Stamp of the firm/company:

INTEGRITY PACT

Bidder's Oath to fulfill the Integrity Pact

Accepting that transparent business management and fair public administration are key to social development and national competitiveness, and in an effort to purge corruption and apply sanctions to corrupt businesses, and in full support of the worthy goals of this Integrity Pact, concerning the present tender for:_____, all personnel of_____and its sub-contractors and agents hereby agree that:

1. We shall not conduct any unethical business practices, such as bid-rigging for the sake of a particular bidder to win the bid, or price-fixing. If proven as a fact that we have engaged in bid-rigging for the sake of a particular bidder to win the bid, we shall accept to be prohibited from submitting bids placed by Kenyatta International Convention Centre (herein referred to as KICC) for a period of two (2) years. If proven that we have discussed with other bidders in a bid to fix a price, or rigged a bid for a particular bidder to win the bid, we shall accept the prohibition from submitting bids placed by KICC for a period of two (2) years. If any unethical behaviour is tantamount to a fraudulent practice, we accept that such a case May be handed over to the authorities for investigation and possible prosecution.
2. In the process of bidding, or concluding or execution of a contract, we shall not offer any bribe, gifts,

entertainment or any other undue benefits directly or indirectly to related officials, and in case it is proved that we have violated any terms of this Integrity Pact in relation with a bid, or concluding or execution of a contract, or offered bribes for favours in a contract, to win a contract, or facilitate payment which should not have been forthcoming, we shall accept the prohibition from submitting a bid placed by KICC for a period of two (2) years. If proven as a fact that we have offered bribes to KICC or related officials for favours regarding a bid or contract to a bidder or a winning bidder, or for the purpose of faulty execution of the objectives of a contract, we shall accept the prohibition from submitting bids placed by KICC for a period of two (2) years. If proven that we have offered bribes to KICC or related officials in relation to bidding, or concluding or execution of a contract, we shall accept the prohibition from submitting bids placed by KICC for a period of two (2) years.

3. In case it is proven that we have offered bribes to a related official or a KICC official regarding a bid, or concluding or execution of a contract, we shall accept the cancellation of the contract, and shall not file any civil, administrative or criminal appeals.
4. We shall make our best effort to institute a Company Code of Conduct that prohibits bribery, bid rigging/fixing or any other corrupt practices in business relations with officials and KICC, and a company regulation that prohibits any retaliatory acts toward anyone reporting inside corruption.
5. In addition, I confirm on behalf of the bidder that the details included in the bidders profile and experience sheet and our quotation are correct to the best of my knowledge and belief. In addition, we authorize, KICC to seek information from any source to confirm our compliance with the requirements of this Integrity Pact.
- 6 The bidder authorizes KICC, to seek information from any source, including publication of the name of the bidder to confirm that the bidder is compliant with the requirements of this Integrity Pact.

We shall fulfill this Integrity Pact as a solemn oath made on the basis of mutual trust, and, if and when we win a bid, we shall sign and fulfill the above as a "Special Condition of Contract," and not file any civil, administrative or criminal appeals regarding any of the above terms.

Dated: _____

Signed by: _____
(Chief Executive/Managing Director)

Full Name printed: _____

PRE-BID MEETING CERTIFICATE FOR TENDER FOR PROVISION OF MAINTENANCE AND REPAIR SERVICES – STANDBY GENERATOR, KICC/31/2018-2020

To: **KENYATTA INTERNATIONAL CONVENTION CENTRE**

WHEREAS..... [name of tenderer] (herein after called “the tenderer”) has undertaken, in response to **Tender No. KICC/31/2018-2020 for TENDER FOR PROVISION OF MAINTENANCE AND REPAIR SERVICES – STANDBY GENERATOR** advertised on 2018 the attendance of the pre-bid meeting and confirmation of the scope/terms of reference/requirements with confirmation from Kenyatta International Convention Centre representative, KICC building Nairobi.

AND WHEREAS it has been stipulated by you in the said tender that the tenderer shall quote prices as per the schedule of requirements, I/we hereby issue this Pre-Bid Meeting certificate confirming:

- i) the prices quoted are based on actual needs and requirements and are not speculative; and
- ii) I/we attended the Pre-Bid Meeting and will provide the maintenance and repair services as per the tender document and as per the needs applicable to the site and equipment.

Name of KICC representative confirming attendance:

Signature of KICC representative confirming attendance: _____

Date: _____

Name of Tenderer’s authorized signatory: _____

Signature of the Tenderer’s authorized signatory: _____

Date: _____

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You May contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER