



SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL AT KENYATTA INTERNATIONAL CONVENTION CENTRE, NAIROBI TENDER NO. KICC/09/2024-2026

KENYATTA INTERNATIONAL CONVENTION CENTRE
KICCBUILDING
P. O. BOX 30476-00100 NAIROBI

TENDER NO. KICC/09/2024-2026

Closing Date: 29TH JANUARY, 2025

Time: 10.30 a.m.

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INVITATION TO TENDER

TENDER NO. KICC/09/2024-2026

DATE; 21st January, 2025

TENDER NAME: SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL AT KENYATTA INTERNATIONAL CONVENTION CENTRE, NAIROBI TENDER NO. KICC/09/2024-2026

1. KENYATTA INTERNATIONAL CONVENTION CENTRE invites sealed tenders for revenue sharing for the Supply, Installation, Commissioning, Operation and Maintenance of an Automated Vehicle and People Access Control, Ticketing and Revenue Collection System Partnership at Kenyatta International Convention Centre, Nairobi
2. Tendering will be conducted under Open Tender (National Competitive) method using a standardized tender document.
3. A complete set of Tender documents are downloadable from the KICC Website and PPIP Portal. Tender documents obtained electronically will be free of charge.
4. Tender documents may be viewed and downloaded for free from the website the KICC website: www.kicc.co.ke and the PPIP Portal (<https://tenders.go.ke>) Tenderers who download the tender document must forward their particulars immediately to (supplychain@kicc.co.ke) to facilitate any further clarification or addendum.
5. All Tenders must be accompanied by a **Tender-Security of Kshs.200,000**
6. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
7. Completed tenders must be delivered to the address below on or before **29th January, 2025 at 10.30 a.m. Electronic Tenders will not be permitted.**
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
9. A pre-arranged pretender visit of the site of the works (**Site Visit**) shall take place at the following date, time and place: **24th January, 2025 from 10:30am to 12noon.** The site visit exercise will be done to all the attendees at once. As tenderers or tenderer representatives, you are required to be present by 10:30am.
10. Late tenders will be rejected.
11. The addresses referred to above are:
12. Address for obtaining further information on tender documents
13. All Prices quoted should be inclusive of all costs and taxes; and must be in Kenya shillings and shall remain valid for **126 days** from the date of closing/opening of tender.
14. Bidders shall not have access to the eProcurement system after the official closing time.
15. The addresses referred to above are:

A. **Address for obtaining further information on tender documents**

(1) **The Kenyatta International Convention Centre.**

**Lower Ground, (LG2) Supply chain Office, KICC building,
Harambee Avenue, Nairobi**

P.O.BOX 30746-00100, NAIROBI, KENYA.

+2540203261135/430

supplychain@kicc.co.ke

B. Address for Submission of Tenders.

The Kenyatta International Convention Centre.

P.O.BOX 30746-00100, NAIROBI, KENYA

4th Floor, KICC building, Harambee Avenue, Nairobi

C. Address for Opening of Tenders.

The Kenyatta International Convention Centre.

KICC building, Harambee Avenue, Nairobi, Aberdare/ Lenana Hall

[Authorized Official (name, designation, Signature and date)]

Name..... (Official of
the Procuring Entity issuing the invitation)



Date 21/01/2025

**CPA, CS JAMES MWAURA
CHIEF EXECUTIVE OFFICER.**

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A General Provisions

1. Scope of Tender and Definitions

1.1 The Procuring Entity as define in the Appendix to Conditions of Contract invites tenders for the Supply, Installation, Commissioning, Operation and Maintenance of an Automated Vehicle and People Access Control, Ticketing and Revenue Collection and sharing model at Kenyatta International Convention Centre, Nairobi under revenue sharing model.

1.2 Throughout this tendering document:

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

2 Fraud and Corruption

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

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

2.3 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

2.4 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

3 Eligible Tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 4.6, or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the Corporation to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. A firm that is a Tenderer (either individually or as a JV member) may participate in more than one Tender, offering different items that meet the requirements of the Contract. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number members shall be specified in the **TDS**.

- 3.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
- a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c Has the same legal representative as another Tenderer; or
 - d Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e Or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender; or
 - f Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing The Items, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity who:
 - i are directly or indirectly involved in the preparation of the tendering document or specifications of the Contract, and/or the Tender evaluation process of such Contract; or
 - j would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship p has been resolved in a manner acceptable to the Procuring Entity throughout the Tendering process and execution of the Contract.
- 3.4 A Tenderer shall not be involved in corrupt, coercive, obstructive, collusive, or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified and would not be awarded a contract.
- 3.5 A firm that is a Tenderer (either individually or as a JV member) may participate in more than one Tender, offering different items that meet the requirements of the The. A firm that is not a Tenderer or a JV member, may participate as a subcontract or in more than one Tender.
- 3.6 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 3.7 A Tenderer that has been debarred by the PPRA from participating in public procurement shall be ineligible to be prequalified for a tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8 Tenderers that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they are (i) a legal public entity of the state Government and/or public administration, (ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9 Firms and individuals may be ineligible if their countries of origin (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the

United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of The Items or contracting for supply of The Items or services from that country, or any payments to any country, person, or entity in that country. A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10 For purposes of granting a margin of preference, a tender is considered a national tenderer if it is registered in Kenya, has more than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as national tenderers and eligible for national preference only if the individual member firms are registered in Kenya or have more than 51 percent ownership by nationals of Kenya, and the JV shall be registered in Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.11 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 The under this Invitation for tenders.
- 3.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Corporation. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Corporation of Kenya may be accessed from the website www.cak.go.ke.
- 3.13 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Corporation.

4 Eligible The Items and Related Services

- 4.1 All the The Items and Related Services to be supplied under the Contract and financed by the Procuring Entity shall have their origin from Eligible Countries in accordance with ITT 3.8.
- 4.2 For purposes of this ITT, the term “The Items” includes, landed properties, buildings and related accommodations, vessels (land, air and sea), vehicles, machinery, plant and equipment, “related services” including services such as insurance, installation, training, and maintenance.
- 4.3 The term “origin” means the country where the The Items have been sourced from, manufactured, processed, or assembled.
- 4.4 A the item may be considered ineligible it has items, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent Corporation as harmful to human beings and to the environment shall not be eligible for procurement.

B. Contents of Tendering Document

5 Sections of Tendering Document

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

PART 1 Tendering Procedures

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

PART 2 Supply Requirements

v) Section V - Schedule of Requirements

PART 3 Contract

vi) Section VI-General Conditions of Contract (GCC)

vii) Section VII-Special Conditions of Contract (SCC)

viii) Section VIII-Contract Forms

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

6 Clarification of Tendering Document

A Tenderer requiring any clarification of the tendering document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Tenders within a period specified in the **TDS**. The Procuring Entity shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the tendering document, the Procuring Entity shall amend the tendering document following the procedure under ITT8 and ITT 22.2.

7 Amendment of Tendering Document

- 7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- 7.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 7.1.
- 7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

8 Cost of Tendering

- 8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

9 Language of Tender

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

10 Documents Comprising the Tender

10.1 The Tender shall comprise the following:

- a **Form of Tender** prepared in accordance with ITT 11;
- b **Price Schedules:** completed in accordance with ITT 11 and ITT 13;
- c **Tender Security or Tender – Securing Declaration,** in accordance with ITT 18.1;
- d **Alternative Tender:** if permissible, in accordance with ITT 12;
- e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 29.3;
- f **Qualifications:** documentary evidence in accordance with ITT 16 establishing the Tenderer qualifications to perform the Contract if its Tender is accepted;
- g **Tenderer Eligibility:** documentary evidence in accordance with ITT 16 establishing the Tenderer eligibility to tender;
- h **Eligibility of The Items and Related Services:** documentary evidence in accordance with ITT 15, establishing the eligibility of the The Items and Related Services to be supplied by the Tenderer;
- i **Conformity:** documentary evidence in accordance with ITT 15 and 28, that the The Items and Related Services conform to the tendering document; and
- j Any other document required **in the TDS.**

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

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

11 Form of Tender and Price Schedules

11.1 The Form of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize pages of all tender documents submitted.

11.2 Each item on the Schedule of Requirements must be priced separately in the Price Schedules and for full quantities required. Items not priced for full quantity on the Schedule of Requirements will be rejected. Tenders will be evaluated and awarded on basis of each item.

11.3 Where tenders are being invited for individual Items/lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify so in their Tender the price reductions applicable to each Item or alternatively, to individual items. Discounts shall be submitted in accordance with ITT 13.1, provided the Tenders for all lots (contracts) are opened at the same time.

11.4 All duties, taxes, and other levies payable by the Contract or under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

12 Alternative Tenders

12.1 Unless otherwise specified **in the TDS,** alternative Tenders shall not be considered.

13 Tender Prices and Discounts

13.1 The prices and discounts quoted by the Tenderer in the Form of Tender and in the Price Schedules shall conform to the requirements specified below.

- 13.2 The price to be quoted in the Form of Tender in accordance with ITT 14.1 shall be the total price of all the items but the attachment of the Schedule of prices, excluding any discounts offered.
- 13.3 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender, in accordance with ITT 14.1.
- 13.4 Prices quoted by the Tenderer shall be fixed during the time of the The under the Contract and not subject to variation on any account, unless otherwise specified **in the TDS**. A Tender submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITT 29. However, if in accordance with **the TDS**, prices quoted by the Tenderer shall be subject to adjustment during the The under the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 13.5 If so specified in ITT 1.1, Tenders are being invited for individual lots (contracts) or for any combination of lots (packages). Prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts with in the package. Discounts shall be submitted in accordance with ITT 14.4 provided the Tenders for all lots (contracts) are opened at the same time.
- 13.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. The Tenderer may obtain insurance services from any eligible country in accordance with ITT 3, Eligible Tenders. The tender shall include Related Services required to maintain the thed item as specified in the Schedule of Requirements (inclusive of any applicable taxes).

14 Currencies of Tender and Payment

- 14.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same. The Tenderer shall quote in Kenya shillings unless otherwise specified **in the TDS**.

15 Documents Establishing the Eligibility and Conformity of the The Items and Related Services.

- 15.1 To establish the eligibility of the the items and Related Services in accordance with ITT 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tendering Forms.
- 15.2 To establish the conformity of the The items and Related Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that the The Items conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 15.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the The Items and Related Services, demonstrating substantial responsiveness of the The Items and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section VII, Schedule of Requirements.
- 15.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the The Items during the period **specified in the TDS** following commencement of the use of the The Items by the Procuring Entity.
- 15.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

16. Documents Establishing the Eligibility and Qualifications of the Tenderer

- 16.1 To establish Tenderer eligibility in accordance with ITT 4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.
- 16.2 The documentary evidence of the Tenderer qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction:
- that, if required **in the TDS**, a Tenderer that does not own the The Items it offers shall submit the Owner's Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the Owner of the The Items.
 - that, if required **in the TDS**, in case of a Tenderer not doing business within Kenya, the Tenderer is or will be (if awarded the Contract) represented by an Agent in the country equipped and able to carry out the related services of the thed items as obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 16.3 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.
- 16.4 The purpose of the information described in ITT 16.3 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.
- 16.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which in formation on any changes to the information which was provided by the tenderer under ITT 16.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.
- 16.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 16.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 16.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process.
 - ii) If the contract has been awarded to that tenderer, the contract award will be set aside.
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.
- 16.9 If a tenderer submits information pursuant to these requirements that is incomplete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 16.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the

tenderer.

17 Period of Validity of Tenders

- 17.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.

18 Tender Security

- 18.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**. In this case a Tender-Securing Declaration or a Tender Security shall be for each item. Alternatively, a tenderer may aggregate all the Items tendered for and provide one Tender-Securing Declaration or a Tender Security in the required amounts, as the case may be.
- 18.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.
- 18.3 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand bank guarantee in any of the following forms at the Tenderer option:
- i. cash;
 - ii. a bank guarantee;
 - iii. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Corporation listed by the Corporation; or
 - iv. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.
 - v. Any other form specified in the **TDS**.
- 18.4 If an unconditional guarantee is issued by a non-Bank financial institution located outside Kenya, the issuing non-Bank financial institution shall have a correspondent financial institution located in Kenya to make it enforceable unless the Procuring Entity has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Procuring Entity prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 18.5 If a Tender Security is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.
- 18.6 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer signing the Contract and furnishing the Performance Security pursuant to ITT 46.
- 18.7 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract. The Procurement Entity shall also return tender security to the tenderers where;
- a. The procurement proceedings are terminated
 - b. All tenders were determined non-responsive and
 - c. Where a bidder decline to extent the tender validity period.

- 18.8 The Tender Security may be forfeited or the Tender Securing Declaration executed:
- a) If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or
 - i) If the successful Tenderer fails to sign the Contract in accordance with ITT 45; or
 - ii) Furnish or make available the Thed items.
- 18.9 The Tender Security or Tender- Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender Security or Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.
- 18.10 Where the Tender-Securing Declaration is executed the Procuring Entity will recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.
- 18.11 A tenderer shall not issue a tender security to guarantee itself.

19 Format and Signing of Tender

- 19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number **specified in the TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation **as specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 19.5 Any inter-lineation, erasures, or over writing shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

20 Sealing and Marking of Tenders

- 20.1 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT11; and
 - b in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

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

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

21 Deadline for Submission of Tenders

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

21.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

22 Late Tenders

22.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

23 Withdrawal, Substitution, and Modification of Tenders

23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a prepared and submitted in accordance with ITT 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

23.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

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

24 Tender Opening

24.1 Except as in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who chooses to attend Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be as specified **in the TDS**.

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

- 24.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 24.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security, if required; and any other details as the Procuring Entity may consider appropriate.
- 24.6** Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Form of Tender and the Price Schedules are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.
- 24.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 24.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:
- a The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b The Tender Price, per lot (contract) if applicable, including any discounts;
 - c Any alternative Tenders;
 - d The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- 24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer signature on the record shall not invalidate the contents and effect of the record. A copy of the opening register shall be distributed to all Tenderers upon request.

E. Evaluation and Comparison of Tenders

25 Confidentiality

- 25.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 40.
- 25.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.
- 25.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

26 Clarification of Tenders

- 26.1 To assist in the examination, evaluation, comparison of the Tenders, and qualification of the Tenderers, the Procuring Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the Tenders, in accordance with ITT 31.
- 26.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

27 Deviations, Reservations, and Omissions

- 27.1 During the evaluation of Tenders, the following definitions apply:
- a “Deviation” is a departure from the requirements specified in the Tendering document;
 - b “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - c “Omission” is the failure to submit part or all of the information or documentation required in the tendering document.

28 Determination of Responsiveness

- 28.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.
- 28.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- a If accepted, would:
 - i. Affect in any substantial way the scope, quality, or performance of the The Items and Related Services specified in the Contract; or
 - ii. Limit in any substantial way, in consistent with the tendering document, the Procuring Entity's rights or the Tenderer obligations under the Contract; or
 - b if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 28.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 16 and ITT 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 28.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

29 Non-conformities, Errors and Omissions

- 29.1 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.
- 29.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 29.3 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

30 Correction of Arithmetical Errors

- 30.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.
- 30.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

- b Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail

31 Conversion to Single Currency

31.1 No conversion to single currency is expected since all tenders will be in Kenya shillings.

32 Margin of Preference and reservations

32.1 No Margin of Preference and Reservations shall be allowed in this tender.

33 Evaluation of Tenders

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

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

33.2 To evaluate a Tender, the Procuring Entity shall consider the following:

- a Price adjustment due to discounts offered in accordance with ITT 14.4;
- b Price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and
- c The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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

33.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the Highest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria.

33.5 The Procuring Entity's evaluation of a Tender will include and consider:

- a taxes, which will be payable on the Items if a contract is awarded to the Tenderer;
- b any allowance for price adjustment during the period of the contract, if provided in the Tender.

33.6 The Procuring Entity's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT 14. These factors may be related to the characteristics, performance, and terms and conditions of The and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified **in the TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITT 34.2 (f).

34 Comparison of Tenders

34.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 34.2 to determine the Tender that has the Highest evaluated cost. The comparison shall be on the basis of total cost for all The Items, and related services, together with prices for any required installation, training, commissioning and other services.

35 Abnormally Low Tenders and Abnormally High

Tenders Abnormally Low Tenders

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

Abnormally High Tenders

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

36 Qualification of the Tenderer

- 36.1 The Procuring Entity shall determine, to its satisfaction, whether the eligible Tenderer that is selected as having submitted the Highest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tendering document), or any other firm(s) different from the Tenderer.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next Highest evaluated cost to make a similar determination of that Tenderer qualifications to perform satisfactorily.

37 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

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

F. Award of Contract

38. Award Criteria

38.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Highest Evaluated Tender. The winning bidder shall be awarded a contract of 10 (ten) years from the date of signing renewable based on performance.

39. Notice of Intention to enter into a Contract/Notification of award

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

- a) The name and address of the Tenderer submitting the successful tender;
- b) The Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

40. Stand still Period

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

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

41 Debriefing by the Procuring Entity

41.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request. .2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

42 Letter of Award

42.1 Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

43 Signing of Contract

43.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

43.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

43.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

44 Performance Security

44.1 Within twenty-one (21) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 18, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

44.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Most Advantageous Tender.

44.3 Performance security shall not be required for contracts estimated to cost less than Kenya shillings five million shillings.

45 Publication of Procurement Contract

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

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

46 Procurement Related Complaint

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

SECTION II - TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
ITT 1.1	<p>The reference number is TENDER NO. KICC/09/2024-2026</p> <p>The Procuring Entity is: KENYATTA INTERNATIONAL CONVENTION CENTRE.</p> <p>The name of the contract is TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL.</p> <p>The number and identification of lots (contracts) comprising this Tender are: N/A.</p>
ITT 2.3	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be THREE
B. Contents of Tender Document	
8.1	A pre-arranged pretender visit of the site of the works shall take place at the following date, time and place: 24th January, 2025
ITT 9.1	<p>The Kenyatta International Convention Centre shall also promptly publish response at the KICC website www.kicc.co.ke</p> <p>Electronic mail address: <u>supplychain@kicc.co.ke</u></p> <p>Request for clarification should be received by the Procuring Entity no later than: three (3) days before the closing/opening date.</p>
C. Preparation of Tenders	

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 13.1 (h)	The tenderer shall submit the following additional in its tender; documents as provided in the evaluation and qualification criteria as in section III.
ITT 13.2	Serialization of the tender document from the first to last page including all attachment.
ITT 15.1	Alternative Tenders shall not be considered.
ITT 15.2	Alternative times for completion shall not be permitted.
ITT 16.5	The prices quoted by the Tenderer shall be: Fixed.
ITT 17.1	<p>The currency of the Tender and the currency of payments shall be: Kenya Shillings</p> <p>Where other currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the rate on the date of tender closing /opening provided by the Central Bank of Kenya for comparison of tenders.</p> <p>The prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract except as provided by the PPADA 2015 and PPADR 2020 and shall include a 0.03% Levy and other applicable taxes.</p>
ITT 20.1	The Tender validity period shall be 156 days after the tender closing/opening date.
ITT 20.3 (a)	<p>(a) The delayed to exceeding <u> </u> N/A number of days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By <u> </u> N/A % of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension,</p> <p style="text-align: center;"><i>and</i></p> <p>(ii) By <u> </u> N/A % the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 21.1	<p>The Tender Security shall be required of Kshs. 200,000.00 valid for 156 days from the date of tender opening/closing.</p> <p>The tender security shall be in any of the following forms:</p> <ol style="list-style-type: none"> a) cash or banker's cheque, or b) a bank guarantee, or c) guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Corporation (PPRA) or
ITT 21.5	Performance security shall be 10% of the contract sum for this tender.

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
(see 52.1	
ITT 22.1	Completed tender document and its attachment shall be submitted Physically (hard copies) before the closing/opening date 29th January, 2025 at 10.30am.
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Power of Attorney Certified by a Commissioner of Oaths.
D. Submission and Opening of Tenders	
ITT 24.1	Completed Tender documents and its attachments must be submitted Physically (hard) before the closing date 29th January, 2025 at 10.30am.
ITT 27.1	The Tender Documents shall be opened at KICC Taifa Hall
E. Evaluation, and Comparison of Tenders	
ITT 32.3	The adjustment shall be based on the N/A price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
ITT 35.2	The invitation to tender is open to all eligible Tenderers.
ITT 36.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: 10% of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of work shall specify, the activity(ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 36.3	The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows: i) Equipment ii) ICT iii) Civil works
	Margin of Preference shall be carried out as per the PPADA 2015 and its Regulations
ITT 51.1	The Appointing Corporation for the Adjudicator: as per Nairobi Centre for International Arbitration (NCIA guidelines).
ITT 54.1	The procedures for making Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke .

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

3.1. General Provisions

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

3.2. Evaluation and contract award Criteria

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

3.2.1. Preliminary/Mandatory Evaluation Criteria

No	Criteria	Compliance
1.	Duly filled, signed and stamped form of tender including the following areas:	Must meet
2.	The Tender Security shall be required of Kshs. 200,000.00 valid for 156 days from the date of tender opening/closing. The tender security shall be in any of the following forms: i. cash or banker's cheque, or ii. a bank guarantee, or iii. guarantee issued by a reputable insurance company approved by Public Procurement Regulatory Corporation (PPRA)	Must meet
3.	Copy of certificate of Registration/Incorporation or partnership deed to show that the applicant is a registered company and legally authorized to do business in Kenya or the country of origin.	Must meet
4.	Provide a copy of valid KRA Tax Compliance Certificate	Must meet
5.	Copy of CR12. Where one or more of the shareholders is a company (Beneficial Ownership) the CR12 of such a company shall be provided. This requirement is not applicable to sole proprietorships and partnerships. However, where the CR12 of the beneficial shareholders is not available, as at the time of the tender submission, the successful bidder shall be required to submit it before execution of the contract. This requirement is not applicable to sole proprietorships and partnerships registered under Business Names. Provide copy of CR12 or equivalent from country of origin (in case of joint venture with a foreign company), providing a list of directors and shareholding status.	Must meet
6.	Dully filled Confidential Business Questionnaire form.	Must meet
7.	Valid business permit or its equivalent in the country of origin	Must meet
8.	Duly filled Certificate of Independent Tender Determination.	Must meet
9.	Duly filled Self Declaration that the Person/Tenderer is not	Must meet

No	Criteria	Compliance
	Debarred in the Matter of the Public Procurement And Asset Disposal Act 2015.	
10.	Duly filled and stamped Self Declaration that the Person/Tenderer will not engage in any corrupt or fraudulent practice.	Must meet
11.	Duly filled Declaration and commitment to the Code of Ethics.	Must meet
12.	Duly filled certificates of visit to sites. Note: The bidder is required to submit the site Certificate signed by KICC staff/ representative at the site meeting. Attendance of site visit by technical staff of the bidder who will be part of the project implementation team submitted as key personnel.	Must meet
13.	Valid Manufacturer's Authorization letter as per the format provided in the tender document and specific to this tender for both Equipment (Hardware) and Software.	Must meet
14.	Bidder to provide warranty of Two Years	Must Meet
15.	A written power of Attorney authorizing the signatory of the tender to commit the Tenderer certified by a commissioner for oath. This requirement is not applicable to sole proprietorships.	Must Meet
16.	Dully filled Tenderer's Financial Proposal and Statement of Financial Compliance	Must Meet
17.	Valid copy of certificate of registration of Data Controller from Office of the Data Protection Commissioner	Must Meet
18.	Valid copy of certificate of registration of Data Processor from Office of the Data Protection Commissioner	Must Meet

NOTE: Bidders who do not meet any of the above requirements will be disqualified and shall not be evaluated further.

3.2.2. Technical Evaluation Criteria

No	Criteria	Compliance
1	<p><u>Past Experience:</u> Proof of past four (4) similar works in the last four (4) years (2019,2020,2021 and 2022) or (2020, 2021, 2022 and 2023) of an average value of KES 50,000,000.00 (Fifty Million Kenya Shillings only) (Similarity of the work shall be for supply and installation of Car Park management systems or similar works)</p> <p><i>Bidders must submit copies of documentary evidence for each work done such as</i></p> <ul style="list-style-type: none"> • <i>Contracts or Purchase Orders. The Contract/PO shall be accompanied with a completion certificate/Interim certificates for works completed of not less than 70% completion. These documents shall indicate the contractual value, year of implementation and scope of work.</i> <p>i. Kshs 50,000,000 and above..... 10 marks (2.5 marks on each) ii. Kshs 30,000,000 to Kshs 49,999,999 6 marks (1.5 marks on each) iii. upto Kshs 29,999,999 3 marks (1 mark on each)</p>	10 Marks
2	<p><u>Financial Capability</u> Proof of access to liquid assets or capacity to have a minimum cash flow of Kshs. 80,000,000 (Kenya Shillings Eighty Million only).</p> <p>This shall be evidenced by any of the following:</p> <ol style="list-style-type: none"> 1. Letter showing line of credit from an approved financial institution specific to this project and indicating the amount available. 2. Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed. 3. Current bank statement for the last six months 4. Or a combination of the above <p>i. Kshs 80,000,000 and above 5 marks ii. Kshs 40,000,000 to 79,999,999 2.5 marks iii. below Kshs 40,000,000 1 mark</p>	5 Marks

No	Criteria	Compliance
3.	<p><u>Key Personnel:</u></p> <p>1No. Project Manager Should have at least a degree in engineering or ICT related field with project management certification, and not less than ten (10) years' experience in similar works. 4 marks</p> <p>4No. Technicians (Electrical/Electronics) Should have a Diploma in Electrical/Electronic engineering or approved equivalent, with not less than five (5) years' experience in similar works/services. 4 marks</p> <p>3No. ICT Specialists Should have at least degree in IT or equivalent, and at least three (3) years' experience in similar works. Experience should be relevant systems/databases, Unstructured Supplementary Service Data (USSD), Integrations, programming, network and security (4 marks)</p> <ul style="list-style-type: none"> • Note: Bidder must provide academic certificates • CV, signed by both parties, that is the employer and the nominee. <p>A written undertaking signed by the nominee confirming his/her availability to carry out the assignment upon winning the bid. The written undertaking shall be addressed to The CEO KICC and must be specific to this tender.</p> <p>Bidders shall be required to fill Form PER – 1</p>	12 Marks
4	<p><u>Project Implementation:</u> Provide detailed project methodology and project plan for performing the assignment and should consist of</p> <ul style="list-style-type: none"> ⌚ Gantt chart (prepared in MS Project) for all sites that sets out the timeline of the project- showing when each activity is scheduled to start and finish. ⌚ Manufacturing and shipping plan for all equipment. 	10 Marks
5	<p><u>Technical Specifications:</u> Must fill in the Technical specifications of the proposed equipment in the technical compliance tables.</p> <p>Also provide Technical brochures/ Data sheet for the Equipment to be supplied complete with drawings. Site Layout Drawings, Equipment Connection drawings and as installed drawings.</p>	12 marks
6	<p><u>Licensing:</u> Provide draft licensing agreement for maintenance and support.</p>	5 Marks
7.	Bidders are required to provide a Safety Plan	10 Marks

No	Criteria	Compliance
8.	Bidder to give reference sites of four clients where they have implemented automated revenue collection & management system in Kenya. Attach <ul style="list-style-type: none"> • Reference letters or • Copies of contracts/agreements/award <i>Each reference letter and copy of contracts/agreements/award is 2.5 marks</i>	10 marks
9.	Experience in providing automated paid pedestrian access control solution with revenue collection features. Attach relevant supporting documentation; reference letters or contract documents. <i>Each reference letter and copy of contracts/agreements/award is 2.5 marks</i>	10 marks
10.	Experience in management and operation city parking in Kenya i.e. independent parking facility in a City's Central Business District. Attach relevant supporting documentation; reference letters and/or contract documents. <i>Each reference letter and copy of contracts/agreements/award is 2.5 marks</i>	10 marks
11.	Attach Audited Accounts for the last three years (2023, 2022, 2021) <ul style="list-style-type: none"> o For Purpose of tender evaluation, the Accounts are considered to be certified if issued by a registered CPA Firm recognized by ICPAK and signed by the Companies Directors. <i>Each Year Accounts is 2 marks.</i>	6 marks
	Total	100

NOTE: Bidders must meet a minimum of 80 marks and above to move to the next stage. Bidders who do not meet this minimum requirement will be disqualified and shall not be evaluated further.

3.2.3. Financial Evaluation Criteria

- i. Duly completed and signed Form of Tender in the format contained in this bid document
- ii. Duly filled Priced Bill of Quantities in the format contained in this bid document.
- iii. **Walk-in Parking.** The revenue generated by KICC from Walk-in Parking per day currently is Kshs 215,000 from 160 Parking slots. The bidder must demonstrate that they will surrender at least Kshs 215,000 daily to KICC. The highest offer will be considered.
- iv. **Tower viewing.** The revenue generated by KICC from Tower Viewing is currently Kshs 156,000 per day. The bidder must demonstrate that they will surrender at least Kshs 156,00 (Kenya Shillings One Hundred and Fifty-Six Thousand only) daily to KICC. The highest offer will be considered.
- v. **Leased Parking.** The revenue generated by KICC from Leased Parking is Kshs 196,000,000 (Kenya Shillings One Hundred and Ninety-Six Million Only). The Co-operation will pay an administration fee of a maximum 10% of the Leased parking annual revenue realized. The lowest percentage shall be considered.
- vi. **Revenue Sharing Model.** Propose a revenue sharing model. The model shall apply to revenues over and above the minimum reserved.

vii. Arithmetic errors will be considered as a major deviation and will lead to the disqualification of the bidder.

NOTE: KICC will run the Leased Parking since they are government entities. Bidders are to quote a percentage that KICC shall pay them as an administrative fee from the Leased parking revenue.

The financial evaluation will be based on the **Highest Evaluated price**.

3.2.4. Due Diligence

Post qualification - Pursuant to Section 83 of the PPADA, 2015, PE may conduct post qualification (due diligence) to determine to its satisfaction whether the tenderer that is selected as having submitted the highest evaluated responsive tender is qualified to perform the contract satisfactorily.

SECTION IV – TENDERING FORMS – NOTE EVALUATION CRITERIA TO BE USED IS AS PER SECTION III

QUALIFICATION FORM

SUMMARY

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Corporation in accordance with ITT 3.14.	Form of Tender	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.8	Form of Tender	
5	State-owned Enterprise	Meets conditions of ITT 3.7	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1 st January [.....].	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since <i>[insert year]</i>	Form CON – 2	
11	Financial Capabilities	<p>(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings <i>[insert amount]</i> equivalent for the subject contract(s) net of the Tenderer's other commitments.</p> <p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for</p>	Form FIN – 3.1, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last <i>[insert number of years]</i> years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings <i>[insert amount]</i> , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last <i>[insert of year]</i> years, divided by <i>[insert number of years]</i> years	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last <i>[insert number of years]</i> years, starting 1 st January <i>[insert year]</i> .	4. Form EXP – 4.1 Experience	
	Specific Construction & Contract Management Experience	<p>A minimum number of <i>[state the number]</i> similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January <i>[insert year]</i> and tender submission deadline i.e. (number) contracts, each of minimum value Kenya shillings..... equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts</i></p>	Form EXP 4.2(a)	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p><i>under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p><i>The similarity of the contracts shall be based on the following: [Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>		

NB: Bidders who do not meet any of the above requirements will be disqualified and not evaluated further. However, deviations may be quantified to the extent possible and taken into account in the evaluation of the tenders.

1 **Price evaluation for each item:** in addition to the criteria listed in ITT 34.2 (a)–(d) the following criteria shall apply:

a) Any additional evaluation factors as per ITT 33.2 (e) specified as follows:

b) **Deviation in payment schedule.** *[insert one of the following]*

i) *Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders shall 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 and the reduced Tender price offered by the tenderer selected on the basis of the base price for the payment schedule outlined in the SCC.*

or

ii) *The SCC stipulates the payment schedule specified by the Procuring Entity. If a Tender deviate from the schedule and if such deviation is considered acceptable to the Procuring Entity, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in the SCC, at the rate per annum **[insert adjustment rate]**.*

This clause is not applicable for this tender.

FINANCIAL REQUIREMENTS/STATEMENT OF FINANCIAL COMPLIANCE	REMARKS
<p>Minimum Annual Guarantee</p> <p>i. Walk-in Parking. The revenue generated by KICC from Walk-in Parking per day currently is Kshs 215,000 from 160 Parking slots. The bidder must demonstrate that they will surrender at least Kshs 215,000 daily to KICC. The highest offer will be considered.</p> <p>Bidders proposed Minimum Annual Guarantee</p> <p>KSHS</p> <p>ii. Tower viewing. The revenue generated by KICC from Tower Viewing is currently Kshs 156,000 per day. The bidder must demonstrate that they will surrender at least Kshs 156,00 (Kenya Shillings One Hundred and Fifty-Six Thousand only) daily to KICC. The highest offer will be considered.</p> <p>Bidders proposed Minimum Annual Guarantee</p> <p>KSHS</p> <p>iii. Leased Parking. The revenue generated by KICC from Leased Parking is Kshs 196,000,000 (Kenya Shillings One Hundred and Ninety-Six Million Only). The Co-operation will pay an administration fee of a maximum 10% of the leased parking annual revenue realized. The lowest percentage shall be considered.</p> <p>Bidders proposed Minimum Annual Guarantee</p> <p>KSHS</p> <p>iv. Revenue Sharing Model. Propose a revenue sharing model. The model shall apply to revenues over and above the minimum reserved.</p> <p>Bidders proposed Revenue sharing model</p> <p>KICC Percentage of revenues above the reserved VS the Bidders’ Percentage</p> <p><i>Bidders are advised to propose realistic figures</i></p>	<p>Bidders to propose the guaranteed minimum per annum and sign statement of financial compliance.</p>
<p>Annual concession fee</p> <p>Payment of a fixed concession rate based on gross receipts/ sales as captured by management accounts and/ or EPOS at a rate of 10% per annum payable in arrears.</p> <p>Payments shall be made quarterly in arrears after reconciliation with minimum guarantee.</p> <p>The following rationale shall apply during reconciliation;</p> <p>(a) Where the concession fee is greater than the minimum guarantee, the Corporation shall bill the concessionaire for the difference.</p> <p>(b) Where the concession fee is less than the minimum guarantee, the Corporation shall take the minimum guarantee.</p> <p>Note: Bidders are advised to propose realistic figures.</p>	<p>Bidders to sign statement of financial compliance.</p>

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

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

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

2 Multiple Contracts (ITT 34.4) N/A

Multiple contracts will be permitted in accordance with ITT 34.4. Tenderers are evaluated on basis of Lots and the highest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1 N/A

- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tenderer will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second highest tenderers.

OPTION 2 N/A

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

3 Alternative Tenders (ITT 12.1) N/A

An alternative if permitted under ITT 12.1, will be evaluated as follows:

“A tenderer may submit an alternative Tender with or without a Tender for the base case. The Procuring Entity shall consider Tenders offered for alternatives as specified in the Technical Specifications of Section VII, Schedule of Requirements. All Tenders received, for the base case, as well as alternative Tenders meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITT 34 to determine the Highest Evaluated Tender.”

4 Qualification (ITT 35)

- 4.1 After determining the substantially responsive Tender which offers the highest -evaluated income in accordance with ITT 33, and, if applicable, the assessment of any Abnormally Low or high Tender (in accordance with ITT35) the Procuring Entity shall carry out the post-qualification of the tenderer in accordance with ITT36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer qualifications.

- 4.2 For the of infrastructural facilities (real estate)

List the requirements (*e.g. the property is in the right location, it is in good status of maintenance, there are proper services for water, power, etc., the space is adequate, access, there is case of the litigation, etc.*)

Make a physical check to ensure that each listed item is met. Determine if the facility is acceptable or not acceptable.

- 4.3 For the of plant/equipment, vehicles (movable assets)

- i) Confirm the offered items meet the specifications, and the capacity, age etc.
- ii) Confirm their availability, etc.

- iii) **Financial Capability** - The tenderer shall furnish documentary evidence that it meets the following financial requirement(s): *[list the requirement(s) including period]*
- iv) **Documentary Evidence**- The tenderer shall furnish documentary evidence to demonstrate that the The Items it offers meet the following usage requirement: *[list the requirement(s)]*

Make a physical check to ensure that each listed item is met. Determine if the facility is acceptable or not acceptable.

4.4 After determining the substantially responsive Tender which offers the highest -evaluated minimum annual guarantee meets the requirements in Items 6.2 and 6.3 above, the Procuring Entity shall carry out the post-qualification using the following criteria:

a) **History of non-performing the contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last *(five (5) years)*. The required information shall be furnished in the appropriate form.

b) **Pending Litigation**

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

c) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last *(five (5) years)* . All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

Section IV - Tendering Forms

- i) Form of Tender
- ii) Tenderer Information Form
- iii) Tenderer JV Members Information Form
- iv) Price Schedule -Schedule of Requirements (The Items).
- v) Form of Tender Security – Demand Guarantee
- vi) Form of Tender Security (Tender Bond)
- vii) Form of Tender- Securing Declaration
- viii) Owner's Authorization

Other Forms to be completed

- i) Tenderer's Eligibility- Confidential Business Questionnaire
- ii) Certificate of Independent Tender Determination
- iii) Self-Declaration Form
- iv) Appendix 1- Fraud and Corruption

SECTION IV – TENDERING FORMS

FORM OF TENDER

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

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letter head clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign and TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE, CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER, all attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

Date of this Tender submission: 29th January, 2025

Tender Name and Identification: TENDER NO: KICC/09/2024-2026 TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL at the following rates

Item	Minimum acceptable Guaranteed Minimum per annum (KSHS)	Proposed guarantee minimum per annum
Walk-in Parking.	The revenue generated by KICC from Walk-in Parking per day currently is Kshs 215,000 from 160 Parking slots. Thus Kshs 78,475,000 per annum.	
Tower viewing.	The revenue generated by KICC from Tower Viewing is currently Kshs 156,000 per day. Thus Kshs 56,940,000 per annum	
Thed Parking.	The revenue generated by KICC from Thed Parking is Kshs 196,000,000 (Kenya Shillings One Hundred and Ninety-Six Million Only). The Co-operation will pay an administration fee of a maximum 10% of the thed parking annual revenue realized.	
Revenue Sharing Model.	Propose a revenue sharing model. The model shall apply to revenues over and above the minimum reserved.	

Alternative No.: *N/A.*

To: **Kenyatta International Convention Centre**

No reservations: We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);

- a) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;
- b) **Tender/Proposal- Securing Declaration:**
We have not been debarred by the Corporation based on execution of a Tender-Securing Declaration or Tender Securing Declaration in Kenya in accordance with ITT 3.7;
- c) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- d) **Conformity:** We offer to the in conformity with the Tendering Document and in accordance with the the periods, the The items specified in the Schedule below:

[insert completed LIST OF THE ITEMS AND PRICES]
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is:

Option 1, in case of one lot: Total price is:*[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*;

or
Option 2, in case of lots: (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: *[Specify in detail each discount offered.]*
 - ii) The exact method of calculations to determine the net price after application of discounts are shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a performance security in accordance with the Tendering document;
- i) **Suspension and Debarment:** We, along with any of our subcontractors, Contractors, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Entity. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of the United Nations Security Council;
- j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/ [We are a state-owned enterprise or institution but meet the requirements of ITT 3.8];*
- k) **Commissions, gratuities, fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

- l) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- m) **Procuring Entity Not Bound to Accept:** We understand that you are not bound to accept the Highest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and
- n) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- o) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya, copy available from www.pppra.go.ke during the procurement process and the execution of any resulting contract.
- q) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- rf) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - i) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the code of ethics for Persons Participating in Public Procurement and Asset Disposal Activities in Kenya,

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

Name of the tenderer: **[insert complete name of the tenderer]*

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

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

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

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

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

TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	Kenya International Convention Centre
2	Reference Number of the Tender	KICC/09/2024-2026
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company.....

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

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

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

f) Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the Kenya International Convention Centre for: **KICC/09/2024-2026 TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL** in response to the request for tenders made by: _____ *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with Corporation to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that *[check one of the following, as applicable]*:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring Corporation or as specifically disclosed pursuant to paragraph (5) (b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____
Title _____
Date _____

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

SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No. KICC/09/2024-2026 TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL** and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....
..... (*insert name of the Company*) who is a Bidder in respect of **for Kenya International Convention Centre** and duly authorized and competent to make this statement **KICC/09/2024-2026 TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL.**
- 2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*insert name of the Procuring entity*) which is the procuring entity.
- 3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*).
- 4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.
- 5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS

This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful tenderer pursuant to Regulation 4 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

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

Tender No.: KICC/09/2024-2026 TENDER FOR SUPPLY, INSTALLATION, COMMISSIONING, OPERATION AND MAINTENANCE OF AN AUTOMATED VEHICLE AND PEOPLE ACCESS CONTROL, TICKETING AND REVENUE COLLECTION AND SHARING MODEL.

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

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

Details of beneficial ownership

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
	Full Name	Directly-----	Directly.....% of		

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

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)													
	<table border="1"> <tr> <td data-bbox="181 779 445 1003">National identity card number or Passport number</td> <td data-bbox="445 779 740 1939" rowspan="9"> % of shares Indirectly----- % of shares </td> <td data-bbox="740 779 1145 1939" rowspan="9"> of voting rights Indirectly-----% of voting rights </td> <td data-bbox="1145 779 1337 1939" rowspan="9"></td> <td data-bbox="1337 779 1536 1939" rowspan="9"></td> </tr> <tr> <td data-bbox="181 1003 445 1227">Personal Identification Number (where applicable)</td> </tr> <tr> <td data-bbox="181 1227 445 1294">Nationality</td> </tr> <tr> <td data-bbox="181 1294 445 1406">Date of birth [dd/mm/yyyy]</td> </tr> <tr> <td data-bbox="181 1406 445 1518">Postal address</td> </tr> <tr> <td data-bbox="181 1518 445 1630">Residential address</td> </tr> <tr> <td data-bbox="181 1630 445 1742">Telephone number</td> </tr> <tr> <td data-bbox="181 1742 445 1854">Email address</td> </tr> <tr> <td data-bbox="181 1854 445 1939">Occupation or profession</td> </tr> </table>	National identity card number or Passport number	% of shares Indirectly----- % of shares	of voting rights Indirectly-----% of voting rights			Personal Identification Number (where applicable)	Nationality	Date of birth [dd/mm/yyyy]	Postal address	Residential address	Telephone number	Email address	Occupation or profession				
National identity card number or Passport number	% of shares Indirectly----- % of shares	of voting rights Indirectly-----% of voting rights																
Personal Identification Number (where applicable)																		
Nationality																		
Date of birth [dd/mm/yyyy]																		
Postal address																		
Residential address																		
Telephone number																		
Email address																		
Occupation or profession																		
3.																		

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)	directly or indirectly exercises significant influence or control over the tenderer /company (Yes / No)
e.t.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Corporation together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 5 of the Companies (Beneficial Ownership Information) (Amendment) Regulations, 2022

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

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

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

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

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp/ Company Seal.

APPENDIX 1- FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
1. A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
 2. A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
 3. Without limiting the generality of the subsection (1) and(2), the person shall be—
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 4. The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 5. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 5 An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 6 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.
- 2.3 In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v) “obstructive practice” is:

Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Corporation (PPRA) or any other appropriate Corporation appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

Acts intended to materially impede the exercise of the PPRA's or the appointed Corporation's inspection and audit rights provided for under paragraph 2.3 e. below.

- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate Corporation (ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate Corporation appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate Corporation appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

Tenderer Information Form

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

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

Tender Name and Identification: *[insert identification]*

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.1. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1. <input type="checkbox"/> Tax Obligations for Kenyan Tenderers, attach copy of current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 4.14. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8 documents establishing: (i) Legal and financial autonomy (ii) Operation under commercial law (iii) Establishing that the tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Tenderer's JV Members Information Form

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

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

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

Page _____ of _____ pages

1.	Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2.	Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3.	Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4.	Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
	Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
	Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
	Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.1 <input type="checkbox"/> Tax Obligations for Kenyan Tenderers, attach copy of current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority in accordance with ITT 3.14. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8.
8.	Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

FORM OF TENDER SECURITY - Demand Bank Guarantee

Beneficiary: _____

ITT No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Form of Tender Security- Demand Bank

Guarantee Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (herein after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Form of Tender Security (Tender Bond) *[The Surety shall fill in this Tender Bond*

Form in accordance with the instructions indicated.] BOND NO. _____

1. BY THIS BOND *[name of tenderer]* as Principal (herein after called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Procuring Entity]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (herein after called “the Procuring Entity”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the day of _____, 20, for the supply of *[name of Contract]* (herein after called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - (a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - (b) Having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20 _____.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

¹The amount of the Bond shall be denominated in the currency Kenya shillings or the equivalent amount in a freely convertible currency.

TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

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

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

Tender No.: *[insert number of tendering process]*

To:*[insert complete name of Purchaser]*

I/We, the undersigned, declare that:

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

Signed:.....

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

Name:

Duly authorized to sign the bid for and on behalf of:*[insert complete name of Tenderer]*

Dated on day of, *[Insert date of signing]*

Seal or stamp

FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

1. BY THIS BOND..... [name of tenderer] as Principal (hereinafter called “the Principal”), and.....[name, legal title, and address of surety], **authorized to transact business in**..... [name of country of Procuring Entity], as Surety (herein after called “the Surety”), are held and firmly bound unto.....[name of Procuring Entity] as Obligee (herein after called “the Procuring Entity”) in the sum of.....[amount of Bond]² [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ Day of _____, 20, for the supply of..... [name of Contract] (herein after called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

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

4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension thereto provided by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____.

Principal: _____

Surety: _____

Corporate Seal (where appropriate)

(Signature)

(Printed name and title)

(Printed name and title)

²The amount of the Bond shall be denominated in the currency Kenya shillings or the equivalent amount in a freely convertible currency.

TENDER-SECURING DECLARATION FORM {r 46 and 155(2)}

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

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

Submission] Tender No.:*[insert number of tendering process]*

To:*[insert complete name of*

Purchaser] I/We, the undersigned, declare that:

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

Signed:

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

Name:

Duly authorized to sign the bid for and on behalf of:*[insert complete name of*

Tenderer] Dated on..... day of..... *[Insert date of signing]*

Seal or stamp

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender.]

OWNER'S AUTHORIZATION

[The tenderer shall require the Owner to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Owner and should be signed by a person with the proper Corporation to sign documents that are binding on the Owner. The tenderer shall include it in its Tender, if so indicated in the TDS.]

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

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

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

To:*[insert complete name of Procuring*

Entity] WHEREAS

We.....*[insert complete name of Manufacturer]*, who are official manufacturers of.....*[insert type of The Items manufactured]*, having factories at.....*[insert full address of Manufacturer's factories]*, do hereby authorize.....*[insert complete name of tenderer]* to submit a Tender the purpose of which is to provide the following The Items, manufactured by us *[insert name and or brief description of the The Items]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the The Items offered by the above firm.

Signed:*[insert signature(s) of authorized representative(s) of the Owner]*

Name:*[insert complete name(s) of authorized representative(s) of the Owner]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PART 2 - THE REQUIREMENTS

SECTION VI - SCHEDULE OF REQUIREMENTS

1. INTRODUCTION

KICC is Kenyatta International Convention Centre (KICC) is a State Corporation established under the Tourism Act 2011 whose objective and purpose is to promote the business of Meetings, Incentives travel, Conferences and Exhibitions also known as MICE. KICC is the largest Convention centre in Eastern Africa with the capacity to hold a large number of delegates

The management of KICC wish to engage a competent solution provider to provide a robust paid parking and pedestrian access management system at the facility.

Background

Currently KICC serves various categories of users to the to the carpark. The users are categorized as follows;

- short term parkers
- season parkers
- c o n t r a c t parkers

Similarly, various categories of pedestrian access the Convention Centre:

- Tenants and Staff
- Visitors
- Convention delegates
- Event attendees

The proposed system is expected to, but not limited to the following key features:

- Vendor should have physical local presence in Kenya.
- Be flexible to changes in technology
- Be online and offline.
- Customer focused solution
- Ability to integrate to exhibition and event ticketing system
- Have a management dashboard and reporting tool
- Be inclusive of relevant ICT infrastructure eg, Card readers, computers, servers etc.
- User friendly to customers in and outside KICC for enforcement and revenue collection.
- Cashless and secure online portal
- Web based system accessible using role based security configuration login.
- Compliance with global international system security standards.
- Inbuilt customer data analytics.

Scope of Work

The project will be managed jointly by KICC and the appointed operator who will conduct the following tasks:

- a) Provide detailed activity plan (calendar of events)
- b) Design, supply, implement and commission the system in consultation with KICC ICT and Security Departments.
- c) Provide system operation services.
- d) Offer comprehensive support and maintenance of the system upon completion
- e) Include computer infrastructure, local network where determined, and equipment required for the solution to work
- f) Advice and implement security strategies for the solution using latest technologies

OBJECTIVES

- A. The primary use of the proposed system is to capture vehicular movements in and out of the Centre.
- B. Maximize revenue collected from motorists using KICC's parking areas
- C. Efficiently control traffic entering and leaving the Centre for the purpose of orderly movement, safety and security.
- D. Enhance customer experience

SCOPE OF WORKS

- A. The Contractor shall supply, deliver, install, erect, test and commission all materials, equipment and software and hand over in an acceptable condition as specified
- B. The scope of work shall include the following:
 - a. Supply and installation of parking management equipment including:
 - i. Automatic traffic barriers complete with vehicle detection loops and control electronics
 - ii. Entry card/ticket dispensers and reader stations
 - iii. Exit card/ticket capture and reader stations
 - iv. Mobile/Portable POS
 - v. Vehicle sticker readers
 - vi. ANPR
 - vii. CCTV cameras
 - b. Supply and installation of parking management software
 - c. Supply and installation of USSD and integration to the parking management
 - d. Management of prepayments
 - e. LAN and power supply cabling
 - f. Training for operators and maintenance personnel
 - g. After sales services
 - h. Integration of the new system and the existing systems

CODES AND STANDARDS

- A. The equipment, installation and works, being the subject of the Bidding Documents shall be produced and executed in accordance with the General and Technical Specifications, along the rules of trade and the best technique in use.
- B. Unless specified otherwise in this Specification, design, materials, manufacture, and testing of all works shall comply with the following Standards and recommendations;
 - a. IEC International Electro technical Commission Publications
 - b. ISO International Organization for Standardization
 - c. Kenya Bureau of Standards
- C. Materials, devices and small parts may comply with the national or international authorized Standard prevalent in the country of manufacture. However, adequate modification shall be made for the point of interface with the facilities provided in accordance with relevant Standards and regulations.

SUBMITTALS

- A. Implementation plan after notice to commence
- B. Product data sheets and equipment ratings
- C. Installation, Operation and Maintenance manuals

QUALITY ASSURANCE

DELIVERY, STORAGE AND HANDLING

- A. Equipment shall be handled and stored in accordance with manufacturer's instructions.

GENERAL REQUIREMENTS

Carpark Management System

- A. The carpark management system shall control the entrances and exits to and from the centre, manage the operation and collect payments with minimal manual intervention. All entries, exits and its automatic

barriers shall be monitored and controlled remotely from the Carpark Management Server serving all parking areas as shown in the drawings. The occupancy of the parking areas may be monitored.

- B. The parking areas shall be accessible for visitors with different parking schemes, including but not limited to season, VIP, single-entry, prepayment and staff parking.
- C. The system shall be able to operate a comprehensive set of charges based on day of the week, holidays and time of day. The system shall have a facility to implement a set of temporary charges valid until recalled and a set of future charges to become automatically effective on a predefined date and time which are user-definable.
- D. Access shall be possible with a ticket, to be obtained at the entry of the parking area or vehicle mount stickers (for long term users).
- E. Special tickets shall be provided to open automatic barriers, to be used by security personnel in case of emergency.
- F. The system shall have an anti-pass-back feature to prevent the misuse of all types of tickets or stickers.
- G. A vehicle license plate recognition system shall be implemented. The vehicle registration shall be executed by video cameras with digitizing capability suitable to be connected to the system. Cameras, supports and associated cabling are part of the scope of this section.
- H. Payment for single-entry parking shall be possible either by mobile payment or manually by cash/credit card/debit card at the pay stations to be found at the parking areas, portable POS for mobile payment at the exit.
- I. The parking management system shall be able to process detailed reports and a summary on a daily, weekly or monthly basis. The reports shall contain the following information as a minimum:
 - 1. Cash reconciliation
 - 2. Revenue collection
 - 3. Occupancy statistics
 - 4. Parking turnover
 - 5. Lane statistics
 - 6. Audit trails
 - 7. Trend analysis
- J. The system shall log each attempted misuse for identification of the ticket or vehicle sticker owner. Maintain a blacklist of offenders

- K. All equipment of the parking management system shall be computerized and automated. All equipment shall be able to function as a stand-alone device, so that the carpark management system remains operational in case there is no data communication possible and provides continuous service for parking.
- L. All equipment shall be provided with a perpetual calendar and a clock. The clock shall be automatically synchronized through the LAN at least once per day and after every restart.
- M. All equipment shall be provided with battery back-up to maintain service, date and time.
- N. The complete parking management system shall be connected to the Local Area Network of KICC. Connections, including cabling and cable ways, are part of this specification.
- O. Single use tickets
1. Access tickets shall be obtained at the entry control station. The ticket is printed with a barcode/QR code, vehicle license plate number, entry point description, date and time. The barcode shall hold a unique serial number as a minimum.
 2. The ticket shall be readable by the pay station. When the payment is done, the ticket will allow exit within a user definable grace period.
 3. The access tickets shall be specially coated to resist heat and light under hot sun, ensuring that the parking tickets remain legible
 4. The ticket shall be of credit card size and thickness not less than 150gsm.
 5. The tickets shall be suitable for direct thermal printing
- P. RFID Vehicle Mount Stickers
1. The system shall support the use of vehicle mounted stickers using RFID UHF technology.
 2. Vehicle mounted stickers will be mounted on vehicles of the employer and KICC employees on long term basis.
 3. Communication with vehicle mounted stickers shall be on frequencies designated for these purposes. (Where necessary the Contractor is to obtain licenses for the Employer for the use of these frequencies.)
 4. Vehicle mounted stickers shall operate between 3 and 6 m from the entry and exit station equipped for their use.
 5. Where multiple parallel entry or exit lanes onto a parking area exist all lanes will be equipped for vehicle mounted stickers handling.

- Q. Pre-paid Card (HID SEOS)- to utilize current HID cards issued by Security Department
1. The system shall support the use of prepaid card for regular KICC users.
 2. Where multiple parallel entry or exit lanes onto a parking area exist all lanes shall be equipped with prepaid card readers (HID SEOS compatible).
 3. In case of loss or damage, the card shall be replaceable without losing the un-utilized funds.
 4. Wallet functionality in the parking management system to be linked to the pre-paid cards

Entry Control Station

- A. At every entrance of the toll station, entry control stations shall be located to control the access of vehicles using machine readable tickets or vehicle stickers. The station shall operate without manual intervention.
- B. The entry control stations are located as indicated on the drawings. Each lane shall be provided with vehicle mounted sticker communication equipment. This lane will be identified appropriately.
- C. Ticket Issuing
1. A single use ticket shall be obtained by pressing a button on the entry control station. The ticket will be supplied through a slot. The ticket shall be issued within two seconds.
 2. A visual notification (e.g. a flashing light) shall be provided for the push-button to indicate that the station is ready to issue the next ticket.
 3. When the ticket is taken out, the control station shall open the automatic barrier. If the ticket is not taken out after 3 seconds, a notification sound shall be produced. If the ticket is not taken out after 5 seconds, it shall be drawn back. An alert message shall be sent to the Parking Management Server. The ticket shall be blacklisted.
 4. If the ticket printer contains only a user-definable number of tickets, an alert message shall be sent to the Parking Management Server.
 5. The ticket serial/sequence number shall be random and generated by the Parking Management Server.
- D. RFID Vehicle Mount Sticker Reader
1. All entry control stations which control access to KICC shall be accessible with a vehicle mount sticker mounted on the vehicle.

2. The vehicle mount sticker shall be read from a distance of at least 6 m.
3. If the sticker is detected as valid, the control station shall open the automatic barrier.
4. If the sticker is detected as invalid, the control station shall not allow access to the Centre.
5. The information of vehicles accessing the parking area shall be stored on the Parking Management Server. Information shall consist of location, date, time and identification of the vehicle.

E. Vehicle detection

1. The entry station shall incorporate vehicle detector electronics for a self-tuning induction loop as a vehicle presence check, a prior condition to activating the entry station. The loop detector shall be able to detect vehicles travelling at speeds up to 30 km/hr. It shall provide for at least three selectable sensitivities and four selectable frequencies.
2. Supply and installation of the vehicle detection loops is part of the works under this section.
3. The access station shall be activated whenever the vehicle detection electronics detects the presence of a vehicle.
4. After opening the automatic barrier, the vehicle detector electronics shall detect if the vehicle passes through the entrance.
5. If the vehicle detector electronics detects the vehicle going backwards, it shall be listed by date, time and location. If a ticket or vehicle sticker is used, this shall be blacklisted. An alert message shall be sent to the Parking Management Server

F. Automatic barrier

1. Motor drive
 - a. Barriers shall use a maintenance-free torque drive motor to open and close.
 - b. The barrier arm movement shall be jerk-free with short opening and closing time, not exceeding two seconds.
 - c. The barrier arm shall be locked when closed, except when power is off.
2. Barrier arms
 - a. Arms shall be constructed of aluminum and shall be rubber-padded on the underside.
 - b. The arm holder shall have a predetermined breaking point to cause the arm to fall onto the floor without damage when hit by a car,
 - c. The arm shall be painted with luminous paint.

3. The automatic barrier shall be opened by the entry control station when access is allowed when a ticket is obtained or vehicle sticker is verified and the vehicle detection electronics detects a vehicle.
4. The automatic barrier shall be closed after the vehicle detection electronics sense that the vehicle has passed the barrier.
5. When the automatic barrier hits an obstacle, it shall open again immediately.
6. When the automatic barrier is open, the entry control station is deactivated until the barrier has lowered again.
7. After the vehicle has passed the automatic barrier and the barrier has lowered again, the access control station shall be activated.
8. It shall be possible to mechanically open the barrier with a key in case of emergency.

G. Display messages

1. The entry control station shall have a display to show messages automatically
2. The current time shall be shown as a default
3. The display shall be a back-lit LCD display large enough to be readable from the motorist's position in the vehicle under all ambient light conditions.
4. At least 5 different messages shall be available
5. The messages shall be available in English.
6. The proposed messages shall be formulated to be approved by the Employer

H. Only one type of control station shall be allowed.

I. The entry control station shall be self-monitoring. In case of any failure, a notification shall be sent to the Parking Management Server.

J. Provision shall be made for local pass-back in case of data communication failure and battery-backed memory for eight hours.

K. In case the access control station is using battery backup power, a transaction shall be finished completely before loss of power.

L. Housing

1. Housing of the control station shall be a sheet steel cabinet. The cabinet shall be mounted on a steel plinth through which the ground cables of power and communication can enter the cabinet.

2. The steel shall have a thickness of minimum 1.5 mm with baked enamel finish or hardened, powder-coated steel of 2.5 mm thickness.
3. There shall be no sharp edges on the cabinet.
4. The cabinet shall have a securely lockable access door. The station shall maintain its normal function in case the door is open.
5. The cabinet shall be designed to withstand splashing water as occurring during a rain storm.
6. The cabinet shall be dust- and dirt proof and withstand the environmental conditions of the site.
7. The slot for tickets and cards shall be at a height accessible for a motorist sitting in a regular car.

M. Microprocessor

1. Each entry control station shall have its own microprocessor with associated electronics and controls. The microprocessor shall be of current technology and suitable for its intended use.
2. The microprocessor shall be suitable for data processing and control of ticket issuer, message display, the automatic barriers, vehicle detection and monitoring loops.
3. The microprocessor shall communicate with the Parking Management Server and shall perform checks on all vehicle stickers, including blacklisting.
4. The microprocessor shall have non-volatile storage capacity for at least 2,000 serial number ranges for cards with limited validity.
5. All messages and blacklisted card numbers shall be downloadable from the Parking Management Server.
6. The entry records of tickets and vehicle stickers, including numbers, shall be transmitted to the Parking Management Server in not more than three seconds.
7. The microprocessor software shall be of modular design and shall be field upgradeable, preferably through downloading from the Parking Management Server.
8. The microprocessor and associated electronics shall be protected from voltage surges as might be caused by lightning strikes, power surge and other interruptions

N. Communication

1. It shall be possible to have a two-way voice communication between the entry control station and an operator with access to the Parking Management Server via a push button on the entry control station.
2. The system shall show the location of the entry control station which requests two-way communications.

3. From the Parking Management Server, it shall be able to address one station to communicate with.
4. Communication shall be made through LAN connections using Voice over IP technology. Use of separate intercom cabling shall not be permitted.
5. The sound level of the speaker shall be sufficient to be clearly understandable under the prevailing ambient noise conditions of KICC Sound level shall be internally adjustable.

Exit Control Station

- A. At every exit of the Centre, an exit control station shall be located to control the exit of vehicles using machine readable tickets as issued by the entry stations and vehicle sticker readers. Each lane will be provided with vehicle sticker reader communication equipment. The station shall operate without manual intervention.
- B. The exit control stations are located as indicated on the drawings.
- C. Ticket control
 1. Tickets shall be read through a slot and can be withdrawn after the barrier is opened.
 2. A visual notification (e.g. a flashing light) shall be provided next to the slot to indicate that the station is ready to accept the next ticket
 3. The ticket will only be accepted if the exit time indicated on the ticket by the pay station is before the current time.
 4. If the ticket is accepted, the control station shall open the automatic barrier.
 5. If the ticket is not accepted, it shall be ejected.
 6. If the unacceptable ticket is not removed after 3 seconds, an audible sound shall be produced. If the ticket is not removed after 5 seconds, it shall be drawn back and an alert message shall be sent to the Parking Management Server.
- D. RFID Vehicle Mount Sticker Reader
 1. The vehicle mount sticker shall be read from a distance of at least 6 m.
 2. The information of vehicles leaving the Centre shall be stored on the Parking Management Server. Information shall consist of location, date, time and identification of the vehicle.
- E. Vehicle detection
 1. The exit station shall incorporate vehicle detector electronics for a self-tuning induction loop as a vehicle presence check, a prior

condition to activating the entry station. The loop detector shall be able to detect vehicles travelling at speeds up to 30 km/hr. It shall provide for at least three selectable sensitivities and four selectable frequencies.

2. Supply and installation of the vehicle detection loops is part of the works under this section.
3. The exit station shall be activated whenever the vehicle detection electronics detects the presence of a vehicle.
4. After opening the automatic barrier, the vehicle detector electronics shall detect if the vehicle passes through the exit.
5. If the vehicle detector electronics detects the vehicle going backwards, it shall be listed by date, time and location. An alert message shall be sent to the Parking Management Server

F. Automatic barrier

1. Motor drive
 - a. Barriers shall use a maintenance-free torque drive motor to open and close.
 - b. The barrier arm movement shall be jerk-free with short opening and closing time, not exceeding two seconds.
 - c. The barrier arm shall be locked when closed, except when power is off.
2. Barrier arms
 - a. Arms shall be constructed of aluminium and shall be rubber-padded on the underside.
 - b. The arm holder shall have a predetermined breaking point to cause the arm to fall onto the floor without damage when hit by a car,
 - c. The arm shall be painted with luminous paint.
3. The automatic barrier shall be opened by the entry control station when access is allowed when a ticket is obtained or vehicle sticker is verified and the vehicle detection electronics detects a vehicle.
4. The automatic barrier shall be closed after the vehicle detection electronics sense that the vehicle has passed the barrier.
5. When the automatic barrier hits an obstacle, it shall open again immediately.
6. When the automatic barrier is open, the entry control station is deactivated until the barrier has lowered again.
7. After the vehicle has passed the automatic barrier and the barrier has lowered again, the access control station shall be activated.
8. It shall be possible to mechanically open the barrier with a key in case of emergency.

G. Display messages

1. The exit control station shall have a display to show messages automatically
 2. The current time shall be shown as a default
 3. The display shall be a back-lit LCD display large enough to be readable from the motorist's position in the vehicle under all ambient light conditions.
 4. At least 5 different messages shall be available
 5. The messages shall be available in English.
 6. The proposed messages shall be formulated to be approved by the Employer
- H. Each vehicle exit shall be registered including date, time and location. This information shall be sent to the Parking Management Server.
- I. Local pass-back in case of data communication failure and battery-backed memory for 8 hours
- J. Only one type of control station shall be allowed.
- K. The exit control station shall be self-monitoring. In case of any failure a notification shall be sent to the Parking Management Server.
- L. In case the exit control station is using battery backup power transactions shall be completed entirely before loss of power.
- M. Housing
1. Housing of the control station shall be a sheet steel cabinet. The cabinet shall be mounted on a steel plinth through which the ground cables of power and communication can enter the cabinet.
 2. The steel shall have a thickness of minimum 1.5 mm with baked enamel finish or hardened, powder-coated steel of 2.5 mm thickness.
 3. There shall be no sharp edges on the cabinet.
 4. The cabinet shall have a securely lockable access door. The station shall maintain its normal function in case the door is open.
 5. The cabinet shall be designed to withstand splashing water as occurring during a rain storm.
 6. The cabinet shall be dust- and dirt proof and withstand the environmental conditions of the site.
 7. The slot for tickets and cards shall be at a height accessible for a motorist sitting in a regular car.
- O. Microprocessor

1. Each exit control station shall have its own microprocessor with associated electronics and controls. The microprocessor shall be of current technology and suitable for its intended use.
2. The microprocessor shall be suitable for data processing and control of ticket processor, card processor, message display and audio system, the automatic barriers, vehicle detection and monitoring loops.
3. The microprocessor shall communicate with the Parking Management Server and shall perform checks on all cards, including blacklisting.
4. The microprocessor shall have non-volatile storage capacity for at least 2,000 serial number ranges for tickets with limited validity.
5. All messages and blacklisted tickets or stickers numbers shall be downloadable from the Parking Management Server.
6. The exit records of tickets and cards, including numbers, shall be transmitted to the Parking Management Server in three (3) seconds.
7. The microprocessor software shall be of modular design and shall be field upgradeable, preferably through downloading from the Parking Management Server.
8. The microprocessor and associated electronics shall be protected from voltage surges as might be caused by lightning strikes.

P. Communication

1. It shall be possible to have a two-way voice communication (intercom) between the exit control station and an operator with access to the Parking Management Server via a push button on the access control station.
2. The system shall show the location of the exit control station which requests two-way communication.
3. From the Parking Management Server, it shall be able to address one station to communicate with.
4. Communication shall be made through LAN connections using Voice over IP technology. Use of separate intercom cabling shall not be permitted.
5. The sound level of the speaker shall be sufficient to be clearly understandable under the prevailing ambient noise conditions of the Centre. Sound level shall be internally adjustable.

Pay Stations

- A. At every parking area, at least one pay station shall be located. The station shall be operating without manual intervention.
- B. The pay stations shall be located as indicated on the drawings.

- C. Pay stations will be provided with appropriate weather shading. Supply and installation of the shading is part of the scope of this section. Design and aesthetics shall be approved by the Engineer.
- D. At every pay station, it shall be possible to pay automatically by credit card and debit cards commonly used in Kenya. It shall also be possible to pay manually by bank notes or approved coins. The currency shall be Kenyan Shillings. Both pay facilities shall be incorporated in one station. For manual payment, the pay station shall be able to return change.
- E. Every transaction shall be registered including date, time and location and sent to the Parking Management Server
- F. Ticket control and payment
 - 1. If the inserted ticket is accepted, the required fee shall be shown in a display message.
 - 2. After the required fee is paid, time and date shall be entered on the ticket, including a user-definable grace period to exit the parking after payment.
 - 3. In case a ticket is not acceptable, an appropriate message shall be displayed. A notification shall be sent to the Parking Management Server.
- G. When the cash magazine is almost full, a notification shall be sent to the Parking Management Server. Also when the change cash magazine is almost empty, a notification shall be sent to the Parking Management Server.
- H. When cash is collected from the pay station, a notification shall be sent to the Parking Management Server including the amount of money, time and date and name and personnel number of the collector.
- I. Collection of cash is only possible after identification, validated by checking name, personnel number and authorization for collecting cash.
- J. The pay station shall be self-monitoring. In case of any failure a notification shall be sent to the Parking Management Server.
- K. Provision shall be made for local pass-back in case of data communication failure and battery-backed memory for eight hours
- L. In case the pay station is using battery backup power, a transaction shall be finished completely before loss of power.

M. Only one type of pay station is allowed.

N. Display messages:

1. The pay station shall have a display to show messages automatically
2. The current time shall be shown as a default
3. The display shall be a back-lit LCD display large enough to be readable from both a normal person's standing position and in a wheel chair under all ambient light conditions.
4. At least 20 different messages shall be available
5. The messages shall be available in English.
6. The proposed messages shall be formulated to be approved by the Employer

O. Housing:

1. Housing of the pay station shall be a sheet steel cabinet. The cabinet shall be mounted on a steel foot through which the ground cables of power and communication can enter the cabinet.
2. The steel shall have a thickness of 1.5 mm with baked enamel finish or hardened, powder-coated steel of 2.5 mm thickness.
3. There shall be no sharp edges on the cabinet.
4. The cabinet shall have a securely lockable access door. The station shall maintain its normal function in case the door is open.
5. The cabinet shall be designed to withstand splashing water as occurring during a rain storm.
6. The cabinet shall be dust- and dirt proof and withstand the environmental conditions on site.
7. The slot for cards and tickets shall be at such a position to be accessible for both a normal person's standing position and in a wheel chair in the vehicle under all ambient light conditions.

P. Microprocessor:

1. Each pay station has its own microprocessor with associated electronics. The microprocessor shall be of current technology and suitable for its intended use.
2. The microprocessor shall be suitable for data processing and control of ticket processor, card processor, message display and audio system and automatic and manual payment.
3. The microprocessor shall communicate with the Parking Management Server and shall perform checks on all cards and tickets, including blacklisting.
4. The microprocessor shall have non-volatile storage capacity for at least 100 display messages, and 10,000 serial number ranges for cards with limited validity.

5. All messages and blacklisted card numbers shall be downloadable from the Parking Management Server.
6. The payment records of tickets and cards, including numbers shall be transmitted to the Parking Management Server in not more than three (3) seconds.
7. The microprocessor software shall be of modular design and shall be field upgradeable, preferably through downloading from the parking management server.
8. The microprocessor and associated electronics shall be protected from voltage surges as might be caused by lightning strikes.

Q. Communication:

1. It shall be possible to have a two-way voice communication between the exit control station and an operator with access to the Parking Management Server via a push button on the pay station.
2. The system shall show the location of the pay station which requests two-way communication.
3. From the Parking Management Server, it shall be possible to address one station to communicate with.
4. Communication shall be made through LAN connections using Voice over IP technology. Use of separate intercom cabling shall not be permitted.
5. The sound level of the speaker shall be sufficient to be clearly understandable under the prevailing ambient noise conditions of the Centre. Sound level shall be internally adjustable.

Mobile Payments

The Parking Solution should integrate with most popular providers to process payments via the local payment gateways i.e. Mobile money (M-Pesa, Airtel money, T-Kash|) Banks (cards- Visa/Mastercard, Pesalink, etc.). The solution should also integrate with pre-existing payment processors for parking fee collection (KICC Paybill, KICC Bank partners). A dedicated USSD Channel should also be available to enable mobile payments

Portable POS Payments

Mobile Handheld Point of Sale System

A handheld mobile point-of-sale (mPOS) system consists of software and portable hardware that processes the parking transactions beyond locations where parking facilities have been set up. The handheld portable POS system should have the following features

- ⌚ Ticket dispenser to be used to FastTrack vehicles entry into the facility in the event of delays and long queues. The ticket entry mode should produce tickets with barcode.
- ⌚ Exit cashiering services to be used to FastTrack vehicles out of the facility in the event of delays and long queues. The cashiering mode should be able to scan tickets, handle payments and produce reports.
- ⌚ The mobile point of sale should be able to complete online synchronization of data with the data that lies in the system central database
- ⌚ The mobile devices should have extended battery life, be chargeable and withstand extreme weather conditions.

Parking Management Server

- A. The Parking Management Server system will be provided by the Service Provider. The successful bidder will advise the right specifications on the server and platform.
- B. All data shall be recorded twice and shall include proper checksums and security features to prevent fraud through manipulation of the data. A backup of all data shall be done at least once a day.
- C. The computer shall be able to process data to the financial system for parking revenues. Data contains information about revenues including details of used parking areas, type of visitors, etc.
- D. The Computer shall be able to generate blacklist files, monitor the occupancy of all parking areas based on vehicle-counting data, control the related variable message signs and report any non-standard occurrences.
- E. The Parking Management Server shall be able to show all parking information on weekly, monthly and annual basis. Year-to-date information shall also be available.
- F. It shall also be possible to produce database, financial and statistical reports or a summary of this information. The lay-out and contents of online and printable reports shall be proposed for approval by the Employer.
- G. On demand, reports on maintenance, equipment failure and manual operation of barriers shall be available.
- H. It shall be possible to open and close the automatic barriers at the entrances and exits of the Centre via LAN attached workstations for the Parking Management Server in case of emergency or failure.

- I. The Computer shall be able to monitor the status and processes of all equipment, including access and exit control stations, automatic barriers and pay stations.
- J. The Computer shall be able to receive all notifications from the equipment and process it to the operator suggesting the required action and/or notification to the required location or person.
- K. Response time on notifications and requests from the equipment shall be less than three seconds.
- L. The computer shall have the function of monitoring, indication and diagnostic information for all equipment

M. Security

- 1. The Parking Management Server shall have different levels of security to access information.
- 2. The pass-back protection shall apply for each card and ticket recorded in the database.

N. Communication

- 1. It shall be possible to have a two-way communication by voice between the location of the Parking Management Server and all access and exit control stations and the various pay stations.
- 2. The system shall show the location of the station that requests two-way communication.
- 3. From the Parking Management Server, it shall be possible to address one station to communicate with.
- 4. Communication shall be possible through connections made via the LAN.

O. Performance:

- 1. The server shall be able to process all activities as described in this section and to store all parking data.
- 2. The pass-back information for cards shall be processed in three seconds to prevent causing any delay at the access or exit control station.
- 3. Failed hard disks shall be hot exchangeable with no system downtime.
- 4. The system shall be designed to have an availability of **99.4%**.
- 5. Suitable back-up storage and housekeeping purposes shall be provided, including automatic unattended backup.

P. Account control for manual and automatic payment:

1. The transactions processed by the pay stations shall be divided on separate accounts for cash, credit and debit card payments, Mobile payment to allow the reconciliation of accounts with different breakpoints.
2. Separate user-configurable breakpoints shall be provided for all transactions.
3. The software shall be designed to cater for a user-defined accounting day, e.g. midnight to midnight. It shall provide for full reconciliation of daily totals with bank clearing houses which end their day at a different hour.

Q. The user interface of the Parking Management Server shall be GUI based and its design shall be based on a client server model.

R. LAN workstation shall be used to have access to the Parking Management Server.

S. The Parking Management Server shall have license plate recognition software to provide a vehicle registration number system.

Cabling

- A. For all equipment, power cables shall be provided. The cables shall have cable markers. The power cables shall be compliant with _____. Inside the building, the cables shall be installed in cable trays as specified in _____. Outside the building, cables shall be installed in appropriate buried ducts or HDPE tubes.
- B. All equipment shall be provided with fibre optic control cables to establish a connection with the Parking Management Server. Inside the building the equipment shall be connected to the existing LAN. Control cables shall be as specified in _____.

Interfaces

- A. Communication between the equipment and the Parking Management Service shall be able through LAN connection. All parking management data as described in this section shall be processed via the LAN.
- B. Interface with Financial System (SAP ERP) of the Centre. Data to be processed shall contain revenue information including details of parking area, type of visitor and date and time.

- C. Compatible interface shall be provided between the installed CCTV camera system and the existing ISMS at the Centre.
- D. Integration to Mobile payment systems (i.e. MPESA)
- E. Integration to dedicated Unstructured Supplementary Service Data (USSD) for KICC

Performance Requirements

- A. The system shall support all interfaces as specified in this section. Additionally the system shall include interfaces to the Employer's financial systems using common standards for financial transaction exchange.
- B. The system shall be operational seven (7) days a week, 24 hours a day. The system shall have an availability of **99.4%** measured over any period of time. Definition of the system availability shall be provided in the SLA to be drawn at the beginning of the contract implementation.
- C. Scheduled downtime: Downtime to update the computer operating system or repair a component shall be acceptable reasons for downtime, but at no time shall more than one server be non-operational.
- D. The time required to restart and resynchronize the servers after a complete system failure shall not exceed fifteen minutes.

Vehicle Registration Number System

- A. The Contractor shall provide a vehicle registration number (license plate) system. The vehicle number registration system shall utilize image capture by camera and processing to recognize license plate details.
- B. Cameras shall be located at strategic locations near the access and exit stations of the parking areas to capture the image of the license plate of each vehicle entering through the access station and the cameras should also be able to capture images of the drivers
- C. The images shall be processed by the Parking Management Server for analysis of the license plate and obtaining the registration number.
- D. The system shall be capable of capturing the license plate details of vehicles travelling at speeds up to 30 km/hr.

- E. The system shall be capable of functioning using daylight and artificial light. The Contractor is to ensure that adequate lighting is available in the areas concerned.
- F. The accuracy of recognition of the license plate number shall be 99.0% or better for all types of license plates commonly used in Kenya.
- G. The license plate number shall be saved in the database and linked to its corresponding entry record.
- H. The license plate number shall be used to interrogate the Parking Management Server for the entry record in case the ticket is reported lost. The parking charges shall be computed by using the entry record.
- I. The system shall allow generation of lists of (license plate details of) vehicles that have entered the parking area but not left it after a user defined period.
- J. The system shall be provided at both long and short term parking areas.

PRODUCTS

Manufacturing

- A. All equipment offered shall be the product of recognized and experienced manufacturers and shall be of basic design and size similar to such that has been in successful continuous operation for at least ten years preferably under similar climatic conditions. Proven equipment reliability and high availability are of prime importance and the attention of the Bidder is drawn to these particular requirements.
- B. As soon as practicable after entering into the Contract, the Contractor shall, having obtained the Engineer 's consent in accordance with the Conditions of Contract, enter into the Sub-contracts he considers necessary for the satisfactory completion of the Contract Works.
- C. All Sub-contractors and Sub-suppliers of components and materials shall be subject to the approval of the Engineer. Information shall be given on each Sub-order sufficient to identify the material or equipment to which the sub-order relates, stating that the material is subject to inspection by the Employer before dispatch.

Operating Conditions

- A. The equipment and all components shall be suitable for operation in ambient conditions of 5°C to 45°C without overheating and not less than 85% relative humidity in an unheated ventilated building or shed.
- B. The available power supply is 415/240VAC ± 6% and 50Hz ± frequency. The power supply is not regulated.
- C. The equipment should be protected against flooding by installation of automated submersible pump

Compliance Matrix for Minimum Technical Requirements

Bidders are required to fill in the technical compliance tables below and indicate either one of the following:

- complied (YES) where their specifications are as per the minimum specification provided
- not complied (NO) where their specifications are not as per the specification provided
- Bidders offer – bidders whose specifications are not as per our minimum specifications provided below will be required to provide their offer which must be superior to the minimum technical requirements provided in the compliance tables

Automatic Barriers

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED – YES NOT COMPLIED- NO BIDDER'S OFFER
1.	Make and model	<i>Bidder to insert proposed make and model</i>	
2.	Compliance	ISO 13849 – Safety of machinery. BS EN 50081-1, BS EN 50082-1, EN 12635	
3.	Operating technology	Hydraulic or electromechanical	
4.	Duty cycle	Continuous use	
5.	Beam/Arm length	3-4m based on width of lane	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
6.	Beam profile	Rectangular	
7.	Opening/closing speed	Not more than 3sec	
8.	Loop detector	Integrated, Dual	
9.	Manual mode	Key rethe switch	
10.	Accident protection	Safety edge	
11.	Interfaces	CCTV Cameras etc. Bidder to list	
12.	Material	Anti-corrosion treatment	
13.	Protection class	Suitable for outdoor. Not less than IP54	
14.	Colour(s)	Customised with corporate colours and logo as advised	
15.	MTBF	≥2 million cycles	
16.	Spare parts availability	>10 years	

Vehicle Detection Loops and Controllers

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
1.	Make and model	<i>[Bidder to insert]</i>	
2.	Installation	Direct burial	
3.	Conductors	Flexible (Class 5) tinned copper conductors. Temperature Rating: 85°C maximum conductor to BS EN 60228	
4.	Flame retardant	In compliance to BS EN 60332-1-2.	

Entry Control Station

The minimum requirements for the entry control station shall be as follows:

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
1.	Make and model	<i>[Bidder to insert]</i>	
2.	Housing	1.5mm thick stainless steel with baked enamel finish, lockable inspection backdoor door.	
3.	Operation	Online, offline or both	
4.	Microprocessor	Shall be of current technology and for communication with the server. Storage capacity at least 2,000 serial numbers	
5.	Push button	Ticket request illuminated push-button	
6.	Ticket printing and dispensing	Single ticket printed and issued within 2 seconds	
7.	Message display	Backlit LCD of at least screen size 7-inch and resolution 800x480 pixels	
8.	Vehicle sticker reader	Shall use RFID technology to read vehicle mounted sticker at a distance of at least 6m	
9.	ANPR		
	- sensor	1 / 2.8 "3.23MP CMOS	
	- focal length:	2.8-12 mm (Zoom/ motorized).	
	- minimum illumination:	0.02 Lux to F1.4 (low light mode) / 0 Lux with IR LED On	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
	- Wide Dynamic Range	2D WDR	
10.	Voice communication	Intercom communication between the entry control station and an operator	
11.	Data communication	Ethernet	
12.	Protection class	Suitable for outdoor. Not less than IP54 and to withstand splashing water	
13.	Interfaces		
14.	Colour(s)	Customised with corporate colours and logo	
15.	MTBF		
16.	Spare parts availability	>10 years	

Exit Control Station

The minimum requirements for the exit control station shall be as follows:

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
1.	Make and model	<i>[Bidder to insert]</i>	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
2.	Housing	1.5mm thick stainless steel with baked enamel finish, lockable inspection backdoor door.	
3.	Operation	Online, offline or both	
4.	Microprocessor	Shall be of current technology and for communication with the server. Storage capacity at least 2,000 serial numbers	
5.	Ticket control and barcode/QR reader	Ticket to be read through a slot	
6.	Message display	Backlit LCD of at least screen size 7-inch and resolution 800x480 pixels	
7.	Vehicle sticker reader	Shall use RFID technology to read vehicle mounted sticker at a distance of at least 6m	
8.	ANPR		
	- ensor	1 / 2.8 "3.23MP CMOS	
	- ocal length:	2.8-12 mm (Zoom/ motorized).	
	- inimum illumination:	0.02 Lux to F1.4 (low light mode) / 0 Lux with IR LED On	
	- ide Dynamic Range	2D WDR	
9.	Voice communication	Intercom communication between the entry control station and an operator	
10.	Data communication	Ethernet	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED YES – NOT COMPLIED- NO BIDDER'S OFFER
11.	Protection class	Suitable for outdoor. Not less than IP54 and to withstand splashing water	
12.	Interfaces		
13.	Colour(s)	Customised with corporate colours and logo	
14.	MTBF		
15.	Spare parts availability	>10 years	

Pay Station

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED YES – NOT COMPLIED- NO BIDDER'S OFFER
1.	Make and model	[Bidder to specify]	
2.	Cabinet	1.5mm thick stainless steel with baked enamel finish, lockable inspection backdoor door.	
3.	Security	Door lock and open sensors	
4.	Display – for user instruction and interaction	Touchscreen colour display/HMI of at least 10" screen size	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
5.	Intercom – for assistance request	Analog. Call button and speaker	
6.	Barcode/QR code Reader		
7.	Payment methods	Coins, bank notes, cards, Credit card, Debit card, Mpesa	
8.	Coin handling		
	Coin validation	Electronic	
	Capacity	1,000 coins containers	
	Coin types	≥5 different Kenya currency coins	
9.	Bank note handling		
	Notes validation and counterfeit detection		
	Denominations	≥3 different Kenya currency notes in 4 directions	
	Capacity	≥1,000 notes stacker and recycler	
10.	Change refund	Coin and bank notes	
11.	Receipt printer		
	Printing Technology	Included	
	Print speed	Direct thermal	
	Resolution	200mm/s	
12.	Microprocessor	Shall be of current technology and for communication with the server. Storage capacity	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
		at least 10,000 serial numbers	
13.			
14.			

Mobile Portable POS

The minimum requirements for the portable POS shall be as follows:

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
1.	Make and model	<i>[Bidder to insert]</i>	
2.	Ticket dispenser	To be used to FastTrack vehicles entry into the facility in the event of delays and long queues. The ticket entry mode should produce tickets with barcode.	
3.	Cashiering Mode	Exit cashiering services to be used to FastTrack vehicles out of the facility in the event of delays and long queues. The cashiering mode should be able to scan tickets, handle payments and produce reports.	
4.	Online Synchronization of Data	The mobile point of sale should be able to complete online synchronization of data with the data that lies in the system central database (Parking	

		management system and associated systems)	
5.	Mobile Devices	The mobile devices should have extended battery life, be chargeable and withstand extreme weather conditions.	
6.	STK PUSH for the handheld devices	STK PUSH for the handheld device and verification at the exit.(STK push is the a prefilled MPESA Menu where the customer only inputs their PIN	

Parking Management Software

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED – YES NOT COMPLIED- NO BIDDER’S OFFER
1.	Architecture	Client/server, database driven The solution should have a virtual server set up and a private cloud backup to ensure processing speeds are upheld.	
2.	Audit trails	Log all process-related events, including actions of individual user	
3.	Alarm management		
4.	Reports	Ability to use business intelligence tools to generate on-demand and custom reports. Reporting based on preconfigured templates or the user’s own forms and diagrams including:	
		Vehicular traffic	
		Sales reports	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED YES NOT COMPLIED- NO BIDDER'S OFFER
		Time of day trends	
5.	Integration	Point of sale	
		<u>Mobile Payment (Mobile Money, Credit Cards)</u> Ability to integrate with most popular providers to process payments via the local payment gateways i.e. Mobile money (M-Pesa, Airtel money, T- Kash) Banks (cards- Visa/MasterCard, Pesalink, etc and KICC Pay bill, KICC bank partners.)	
		Ability to integrate with third-party solutions i.e. Concessionaire's POS, SAP ERP for billing, Valet services, Rewards and Loyalty solutions, KICC Identity Management System	
		ANPR	
		The solution should have capability to Integration with Active Directory, LDAP etc and Provide for WhatsApp Channel for parking management, payment processing. The ticket details should also be sent to a determined email address and / or sms.	
		Local area network	
6.	Supervision of peripherals	Display of equipment status and operation (entry/exit terminals, automatic pay stations, private access readers	
7.	User management and security	Configuration of access levels	
8.	API,s	Provide Open API for all systems functionality, Rest /Graphql to enable	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
		integrations to Third-party solutions	
9.	Modification of Software	All software components of the parking to be built technology that. allows for unlimited licenses modifications and enhancements	
10.	Software Repositories	Provide link to repositories of current/proposed system version i.e. Gitlab, Github etc.	
11.	Unstructured Supplementary Service Data (USSD)	Provide for integration to KICC dedicated USSD Channel for parking management, payment processing and other system functionalities for 1 year	
12.	Web Integration	Provide for Web version integrated to KICC's website (WordPress site) as a plugin for parking management, payment processing	
13.	Inbuilt Wallet System	Parking solution to have inbuilt wallet systems for payments, reversals, promotions etc.	
14.	KICC KRA ESD	Parking solution to integrate with KICC ESD for taxation	
15.	Configuration Manuals & source code	All configuration manuals for all components (Both hardware and Software) to be provided by the vendor. The entire application source code to be provided	

CCTV Cameras

CCTV cameras will be installed to monitor the activities within and around the toll booths. The video footages will be connected to the existing CCTV system for viewing and recording. The minimum technical requirements are as follows:

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED – YES NOT COMPLIED- NO BIDDER'S OFFER
1.	Make and model	As by Axis or approved equivalent	
2.	Mode	Day/Night	
3.	Casing	Outdoor, IP67	
4.	Resolution	1920 x 1080	
5.	Field of view – horizontal	110°–38°	
6.	Light sensitivity	≤0.1 Lux, colour	
7.	Wide dynamic range	Yes	
8.	Protocol	ONVIF	
9.	Analytics	Motion, perimeter	
10.	Power	PoE	

Local Area Network Switches and Cabling

A fibre cable network shall be established between the two toll stations, the data center and the KICC's local area network. The minimum requirements of the network shall be as follows:

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED – YES NOT COMPLIED- NO BIDDER'S OFFER
1.	Fibre optic cable		
	Manufacturer	As by Siemon or approved	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED YES - NOT COMPLIED- NO BIDDER'S OFFER
		equivalent	
	Cable type	Single mode, outdoor	
	Fibre count	4 pairs	
2.	Managed network switches		
	Manufacturer	Cisco	
	Power	Dual DC power	
	Ethernet port count	10 Gigabit RJ45 downlinks	
	Fibre port count	4 Gigabit SFP uplinks	

Power Supply

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED YES - NOT COMPLIED- NO BIDDER'S OFFER
1.	Power supply cables	<i>As by East African Cables or approved equivalent</i>	
2.	Equipment rated voltage	415VAC±10% 3-phase, 240VAC±10% 1-phase or 24VDC	
3.	Backup batteries	To be provided for each control station and pay stations	
4.	Renewable energy	Solar energy shall be provided	

ITEM NO.	DESCRIPTION	MINIMUM REQUIREMENT	COMPLIED - YES NOT COMPLIED- NO BIDDER'S OFFER
		to the server as primary power source for the entry and exit stations	

Warranty

The supplied equipment shall have defects liability period of one calendar year of operation.

WORK EXECUTION

General

- A. Before commencement of any works on site, the Contractor shall provide advance notification, indicating the period and exact site boundary of intended excavation/piling works to the Engineer.
- B. The Contractor shall be required to establish a continuous monitoring plan to ensure that no worker or equipment that could cause damage intrudes into the areas where services are found.

Cable Tray, Trunking and Ducting in Buildings

- A. Installation of power and communication cables shall be done inside cable trays, trunking or cable ducts where appropriate.
- B. These shall be galvanized metal perforated cable trays. All fixing and mounting accessories shall be included.
- C. Where sizes of cable trays, trunking, and ducts are not detailed on drawing then these shall be adequately sized to support the cables without bunching and at least 50% reserve margin shall be allowed in size and weight be loaded.

- D. All routes shall be chosen to allow ease of access to all cables when installed. All horizontal cables are to be set around all vertical rising services as necessary. Ensure sufficient clearance from soffit for every installation.
- E. Earth continuity conductors shall be provided across gaps in all cable tray and trunking runs and bolted connections.
- F. Additional support shall be provided where the cable tray and trunking changes direction or cables drop out of the cable tray. Dome headed bolts, nuts and washers of finish suitable to the tray shall be used between trays.
- G. Suspension sets shall comprise threaded M10 zinc or cadmium plated hanger rods together with nuts and locking washers, supports channel hold down clips all of which shall have a galvanized finish. Any cut ends supports, rods, etc, must be corrosion protected by use of galvanized or equal. No extended rods to be left.

Trenching, Ducting, Backfilling and Restoration

- A. Unless otherwise specified, cable trenches shall be excavated to a minimum depth of 800mm below finished grade, except when crossing under a roadway, the minimum depth shall be 900mm unless otherwise specified.
- B. The Contractor shall excavate all cable trenches to a width not less than 300mm. The trench shall be widened where more than two cables are to be installed parallel in the same trench. Unless otherwise specified in the plans, all cables in the same location and running in the same general direction shall be installed in the same trench.
- C. When rock excavation is encountered, the rock shall be removed to a depth of at least 75mm below the required cable depth and it shall be replaced with bedding material of earth, red soil or sand containing no mineral aggregate particles that would be retained on a ¼-inch (6mm) sieve. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All excavation shall be unclassified. Unclassified excavation will consist of the excavation of all material of whatever character encountered in the work.
- D. 75mm inside diameter cable ducts shall be laid in the trenches for installation of the fibre optic cables. The ducts and fittings shall be suitable for direct burial or encasement in concrete.
- E. The Contractor shall install the ducts at the approximate locations indicated on the drawings. The Engineer will indicate specific locations as the work progresses.

- F. All ducts shall be laid to slope toward transformer manholes for drainage. Slopes shall be at least 1mm per 400mm. On runs where it is not practicable to maintain the slope all one way, the ducts shall be sloped from the center in both directions toward manholes. Pockets or traps where moisture may accumulate shall be avoided.
- G. Prior to the laying of the cable ducts, the initial layer of backfill shall be 100mm thick (loose measurement), and shall be either earth or sand containing no mineral aggregate particles that would be retained on a ¼-inch (6mm) sieve. After the laying of the ducts, the second layer shall be backfilled to 100mm (loose measurement) above the top of the ducts and shall be either earth or sand containing no mineral aggregate particles that would be retained on a ¼-inch (6mm). These layers shall not be compacted.
- H. The third layer shall be 125mm thick (loose measurement) and shall contain no particles that would be retained on a 25mm sieve. The remainder of the backfill shall be excavated or imported materials and shall not contain stone or aggregate larger than 100mm maximum diameter. The subsequent layers of the backfill shall not exceed 200mm in maximum depth (loose measurement). The third and subsequent layers shall be thoroughly tamped and compacted to at least the density of the adjacent undisturbed soil, and to the satisfaction of the Engineer. If necessary to obtain the desired compaction, the backfill material shall be moistened or aerated as required.
- I. Where sod has been removed, it shall be replaced as soon as possible after the backfilling is completed. All areas disturbed by the trenching, storing of dirt, laying of ducts and other work shall be restored to its original condition.
- J. The restoration shall include any necessary topsoiling, fertilizing, liming, seeding, sodding, or mulching or as directed by the Engineer. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance.

Road Crossings

- A. All cables crossing roads shall be installed inside suitable ducts.
- B. The method of installing the duct shall be microtunneling/horizontal drilling (under all conditions) or road cutting and reinstatement.

Microtunneling or Horizontal Drilling

- A. The ducts shall not be less than 150mm internal diameter and shall be installed below the road's compacted subgrade layer.
- B. The method of installing the duct shall be microtunneling or horizontal drilling with a 150mm diameter PVC duct (under all conditions).

Road Cutting and Reinstatement

Testing and Commissioning

- A. Site Acceptance Testing (SAT) shall be carried out at the respective site of installation. Factory Acceptance Testing (FAT) is not required under this contract.
- B. The contractor/manufacturer shall prepare schedules of tests to be carried out during the tests, which they will submit to the employer at least 14 days before inspection and testing.

Training

- A. Advanced system administration and maintenance on-site training shall be carried out to the nominated members of the KICC support personnel.
- B. The contractor/manufacturer shall prepare a training program, which shall be submitted to the employer at least 14 days in advance for approval.

OPERATION AND MAINTENANCE MANUALS

- A. The Contractor shall prepare operation and maintenance manuals and submit one copy, in printed format, to the Employer or his representative within 7 days after the Completion Date.
- B. These shall be printed in English and be accompanied with relevant drawings and diagrams.

SCHEDULE OF DEVIATIONS FROM TECHNICAL SPECIFICATION

A. All deviations from the Technical Specification shall be filled in by the Bidder clause by clause in this schedule.

SECTION	SPECIFICATION	CLAUSE NO.	DEVIATION
Etc.			

B. The tenderer hereby certifies that the above mentioned are the only deviations from the technical specification. The tenderer further confirms that in the event any other data and information presented in the tenderer's proposal and accompanying documents including drawings, catalogues, etc., are at variance with the specific requirements laid out in the technical specifications, then the latter shall govern and will be binding on the tenderer for the quoted price.

Signature of Tenderer

SECTION VII- BILLS OF QUANTITIES

Preambles

- a) The Bill of Quantities shall form part of the Contract Documents and is to be read in conjunction with the Instructions to Tenderers, Conditions of Contract, Specifications and Drawings.
- b) The brief description of the items in the Bill of Quantities is purely for the purpose of identification, and in no way modifies or supersedes the detailed descriptions given in the Conditions of Contract and Specifications for the full direction and description of work and materials.
- c) The Quantities set forth in the Bill of Quantities are estimated and provisional, representing substantially the work to be carried out, and are given to provide a common basis for tendering and comparing of Tenders. There is no guarantee to the Contractor that he will be required to carry out all the quantities of work indicated under any one particular item or group of items in the Bill of Quantities. The basis of payment shall be the Contractor's rates and the quantities of work actually done in fulfillment of his obligation under the Contract.
- d) The prices and rates inserted in the Bills of Quantities will be used for valuing work executed, and the Engineer will measure the whole of the works executed in accordance with this Contract.
- e) A price or rate shall be entered in ink against every item in the Bill of Quantities with the exception of items, which already have provisional sums, affixed thereto. The Tenderers are reminded that no "nil" or "included" rates or "lump-sum" discounts will be accepted. The rates for various items should include discounts if any. Tenderers who fail to comply will be disqualified.
- f) Provisional sums (including Dayworks) in the Bill of Quantities shall be expended in whole or in part at the discretion of the Engineer in accordance with Sub-clause 36.4 of part of the Conditions of Contract.
- g) The price and rates entered in the Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional plant to be used, labour, insurance, supervision, compliance, testing, materials, erection, maintenance or works, overheads and profits, taxes and duties together with all general risks, liabilities and obligations set out or implied in the Contract, transport, electricity and telephones, water, use and replenishment of all

consumables, including those required under the Contract by the Engineer and his staff.

- h) “Authorized” “Directed” or “Approved” shall mean the authority, direction or approval of the Engineer.
- i) Unless otherwise stated, all measurements shall be net taken on the finished work carried out in accordance with the details shown on the drawings or instructed, with no allowance for extra cuts or fills, waste or additional thickness necessary to obtain the minimum finished thickness or dimensions required in this Contract. Any work performed in excess of the requirements of the plans and specifications will not be paid for, unless ordered in writing by the Engineer.

PRELIMINARIES AND GENERAL

- Preliminaries and General

	Description	Unit	Qty	Rate	Amount
	Allow for insurances and bonds	Sum			
	Allow for setting up, mobilization and demobilization including provision of temporary office and store for the contractor	Sum			
	Allow for liaison, attendance and programming to allow interfacing of the parking management servers with the existing ERP (SAP) at KICC	Sum			
	Allow for liaison, attendance and programming to enable mobile phone payments via Safaricom Mpesa and Airtel Money at KICC	Sum			
	Allow for liaison and attendance by nominated bank(s) for payment via credit/debit cards	Sum			
	Allow for signage relating the new car park management system at the toll stations and pay stations as directed	Sum			
	Allow for Dedicated USSD for KICC and parking management integration	Sum			

BILLS OF QUANTITIES

- Supply and Installation

	Description	Unit	Qty	Rate	Amount
	Supply and install automatic arm barriers at the entry and exit points as per specifications, including vehicle detection loop, electronic controls, mounting accessories and cabling.	No	8		
	Supply and install ticket dispenser and printer units for entry points as per specification including visual notification, 1-button intercom, mounting accessories and cabling	No	4		
	Supply and install inbuilt barcode ticket reader units for exit points as per specification including visual notification, 1-button intercom, mounting accessories and cabling	No	4		
	Supply and install UHF RFID Readers at entry and exit points as per specifications including mounting accessories and cabling	No	8		
	Supply and install IP based automatic number plate recognition (ANPR) cameras at entry and exit points as per specifications, including ANPR software, mounting accessories and cabling	No	8		
	Supply and install LED traffic lights (Red/Green) at entry and exit points as per specifications, including mounting accessories and cabling	No	8		
	Supply and install pay station units for cash and debit/credit card payments at the car parks as per specifications including backup power supply, 1-button intercom, mounting accessories, cabling and weather shading	No	1		
	Supply and install optical over height vehicle detection system at entry points as per specifications	No	3		
	Supply and install IP based CCTV cameras around the pay stations and at entry and exit points as per	No	12		

	Description	Unit	Qty	Rate	Amount
	specifications including mounting accessories and cabling				
	Supply and install backup power supply complete with all fittings and accessories	No	1		
	Supply laptops for operations, management and maintenance of the system including application client software and licenses	No	2		
	Supply, install and configure application server software and database as per specification including all licenses (Software to be installed in the existing server)	Sum			
	Supply Engineers tool box.	No	1		
	Mobile point-of-sale (mPOS)	No	3		

- Building and Civil Works

	Description	Unit	Qty	Rate	Amount
	Carry out associated civil and building works as follows:				
	Construction of concrete foundations for installation of barriers, ticket readers, ticket dispensers, vehicle loop detectors and, pay stations	Sum			
	Cutting and reinstatement of bituminous road for installation of power and communication 2x63mm dia. cable ducts between Toll Station 1 booths	Sum			
	Trunking and ducting for network and power cables to all devices	Sum			
	Construction of appropriate weather shading for the pay station equipment	No	3		

	Description	Unit	Qty	Rate	Amount
	Construction of metallic safety barriers at toll stations	Sum			

SUMMARY OF TOTALS

Item	Description	Amount
1	<u>PRELIMINARIES AND GENERAL</u>	
	Total for 0 – Preliminaries and General	
	Total for 0 – Supply and Installation	
	Total for Error! Reference source not found. Error! Reference source not found.	
	Total for Error! Reference source not found. Error! Reference source not found.	
	Total for Error! Reference source not found. Error! Reference source not found.	
	SUB TOTAL	
	Add 5% Contingency	
	SUBTOTAL	
	Add 16% VAT	
	TOTAL (Including VAT) –	

Total tender sum in words: Kenya Shillings

_____ Cents _____

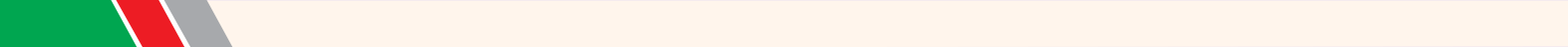
(Bidder's Signature) _____
(Date)

For and on behalf of: _____

Witness: _____ Date: _____

Address: _____

Official Seal/Stamp



2. Technical Specifications

- 2.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Items and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:
- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
 - ii) The TS shall require that all The Items and materials to be incorporated in the The Items be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
 - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications may be advantageous, depending on the complexity of the The Items and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of The Items.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
 - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the The Items.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 2.2 The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. Tenderers may be invited to offer The Items that exceeds the specified minimum sustainable procurement requirements.
- 2.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.
- 2.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 2.5 If a summary of the Technical Specifications (TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

Summary of Technical Specifications - The The Items and Related Services shall comply with following Technical Specifications and Standards:

Detailed Technical Specifications and Standards.....*[insert whenever necessary]*.

[Insert detailed description of TS]

3. Maintenance obligations and standards

(describe in detail how these will be handled and by which party).

4. Drawings

This Tendering document includes the following *[insert “the following” or “no”]* drawings.

[If documents shall be included, insert the following List of Drawings]

List of Drawings		
Drawing No.	Drawing Name	Purpose

5. Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

PART 3 - CONTRACT

SECTION VII - GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- a) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments there to or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means calendar day.
- e) "Completion" means the fulfillment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- f) "GCC" means the General Conditions of Contract.
- g) "Procuring Entity" means the Procuring Entity purchasing the The Items and Related Services, as **specified in the SCC.**
- h) "Related Services" means the services incidental to the supply of the The Items, such as insurance, installation, training and initial maintenance and other such obligations of the Contractor under the Contract.
- i) "SCC" means the Special Conditions of Contract.
- j) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the The Items to be supplied or execution of any part of the Related Services is subcontracted by the Contractor.
- k) "Contractor" means the person, private or government entity, or a combination of the above, whose Tender for the The Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- l) "Lessee" means the Procuring Entity whose has accepted the Tender for the The Contract and is named as such in the Contract Agreement as "Procuring Entity".

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

- 3.1 The Government of Kenya requires compliance with anti-corruption laws and guidelines and its prevailing sanctions policies and procedures as set forth in Laws of Kenya.
- 3.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

4 Interpretation

- 1.3 If the context so requires it, singular means plural and vice versa.

1.4 **Entire Agreement- The Contract constitutes the entire agreement between the Procuring Entity and the Lesser.** and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

1.5 **Amendment**

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

2 **Non-waiver**

- a Subject to GCC Sub-Clause 4.5 (b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

2.2 **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3 **Language**

- 3.2 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Contractor and the Procuring Entity, shall be written in the **English Language**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the **English Language**, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 3.3 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Contractor.

4 **Joint Venture, Consortium or Association**

- 7.1 If the Contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with Corporation to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.

5 **Eligibility**

- 8.1 The Contractor and its Subcontractors shall have the nationality of an eligible country. A Contractor or Sub-Contractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

6 **Notices**

- 6.2 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 6.3 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

7 **Governing Law**

The Contract shall be governed by and interpreted in accordance with the laws of Kenya. Throughout the execution of the Contract, the Contractor shall comply with the import of The Items and services prohibitions in Kenya:

- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of The Items from that country or any payments to any country, person, or entity in that country.

8 Settlement of Disputes

- 8.2 The Procuring Entity and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 8.3 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, the neither the Procuring Entity or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Items under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 8.4 Notwithstanding any reference to arbitration herein,
 - a the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - b the Procuring Entity shall pay the Contractor any monies due the Contractor.

9 Inspections and Audit by the Procuring Entity

- 9.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the The Items in such form and details as will clearly identify relevant time changes and costs.
- 9.3 Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Contractor shall permit and shall cause its subcontractors and sub consultants to permit, the Procuring Entity and/or persons appointed by the Procuring Entity or by other statutory bodies of the Government to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity. The Contractor's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 3.1 which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility.

10 Scope of The Supply

- 12.1 The Items and Related Services to be supplied shall be as specified in the Schedule of Requirements.

11 Delivery and Documents

- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the The Items and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of The and other documents to be furnished by the Contractor are specified in the SCC.

12 Contractor's Responsibilities

- 14.1 The Contractor shall supply the The Items and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.

13 Contract Price

- 15.1 Prices charged by the Contractor for the Items supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustments authorized in the SCC.

14 Terms of Payment

- 14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified below and in the SCC. The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the Tender price is expressed.
- 14.2 The Procuring Entity shall pay to Contractor the advance payment stated in the SCC upon or before taking possession of the property. Thereafter, the Procuring Entity shall pay the Contractor the sum of stated in the SCC on or before the day of each month as stated in the SCC until the expiration of this contract.
- 14.3 If the Procuring Entity fails to pay all amounts due within the number of days specified in the SCC of their due dates, then the Contractor may terminate the contract under this the and take back possession and control of the Item(s). In the event of termination for non-payment, the Procuring Entity shall remain liable for the balance due under this contract.
- 14.4 If the Procuring Entity fails to make a payment on or before its due date, a late fee of an amount specified in the SCC shall be due and payable immediately to Contractor.
- 14.5 In the event that the Procuring Entity fails to pay the Contractor any payment by its due date or within the period set forth in the SCC, the Procuring Entity shall pay to the Contractor interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

15 Taxes and Duties

The Contractor shall be responsible for paying all taxes levied in Kenya.

16 Performance Security

- 16.2 If required as specified in the SCC, the Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 16.3 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 16.4 As specified in **the SCC**, the Performance Security, if required, shall be denominated in Kenya Shillings; and shall be in one of the formats stipulated by the Procuring Entity in **the SCC**, or in another form at acceptable to the Procuring Entity.
- 16.5 The Performance Security shall be discharged by the Procuring Entity and returned to the Contractor not later than twenty-eight (28) days following the date of Completion of the Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

17 Copyright

- 20.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Procuring Entity directly or through the Contractor by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party

18 Confidential Information

- 18.2 The Procuring Entity and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Sub-Contractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Sub Contractor to perform its work under the Contract, in which event the Contractor shall obtain from such Sub Contractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 20.
- 18.3 The Procuring Entity shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the

- 18.4 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- a the Procuring Entity or the Contractor need to share with other arms of Government or other bodies participating in the financing of the Contract; such parties shall be disclosed in the SCC;
 - b now or hereafter enters the public domain through no fault of that party;
 - c can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - d otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 18.5 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties here to prior to the date of the Contract in respect of the Supply or any part thereof.
- 18.6 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

19 Subcontracting

- 19.2 The Contractor shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.
- 19.3 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

20 Specifications and Standards

Technical Specifications and Drawings

- a) The Items and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Items' country of origin.
- b) The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 33.

21 Packing and Documents

No packing services and documents are needed, and if any, they are specified in the SCC, and in any other instructions ordered by the Procuring Entity.

22 Insurance

- 24.1 Unless otherwise specified in the SCC, the Items supplied under the Contract shall be fully insured by the Contractor - in a freely convertible currency from an eligible country - against loss or damage incidental to use, transportation, storage, and delivery, in a manner specified in the SCC.

23 Transportation and Incidental Services

- 23.2 The Contractor may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a Performance or supervision of on-site assembly and/or start-up of the supplied The Items;
 - b Furnishing of tools required for assembly and/or maintenance of the supplied The Items;

- c furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied The Items;
- d performance or supervision or maintenance and/or repair of the supplied The Items, for a period of time agreed by the parties, provided that this service shall not relieve the Contractor of any warranty obligations under this Contract; and
- e training of the Procuring Entity's personnel, at the Contractor's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied The Items.

23.3 Prices charged by the Contractor for incidental services, if not included in the Contract Price for the The Items, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services

24 Inspections and Tests

24.2 The Contractor shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Items and Related Services as are specified in the SCC.

24.3 The inspections and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Items' final destination, or in another place in Kenya as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Contractor or its Subcontractor, 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.

24.4 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

24.5 Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

24.6 The Procuring Entity may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Items comply with the technical specification codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

24.7 The Contractor shall provide the Procuring Entity with are port of the results of any such test and/or inspection.

24.8 The Procuring Entity may reject any The Items or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected The Items or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 26.4.

24.9 The Contractor agrees that neither the execution of a test and/or inspection of the Items or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub- Clause 26.6, shall rethe the Contractor from any warranties or other obligations under the Contract.

25 Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Contractor fails to deliver any or all of the Items by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed The Items or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 35.

26 Warranty

- 26.2 The Contractor warrants that all the Items are in conformity with the specifications of the Items and are in good condition for use under the agreement.
- 26.3 The Procuring Entity will be entitled to refuse acceptance of any The Items not meeting the warranty under ITT 28.1 and demand for replacements.

27 Patent Indemnity

27.2 The Contractor shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a The installation of the Items by the Contractor or the use of the Items in the country where the Site is located; and
- b the sale in any country of the products produced by the Items.

Such indemnity shall not cover any use of the Items or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Items or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Contractor, pursuant to the Contract.

- 27.3 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 29.1, the Procuring Entity shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 27.4 If the Contractor fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 27.5 The Procuring Entity shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- 27.6 The Procuring Entity shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Procuring Entity.

28 Limitation of Liability

- 28.2 Except in cases of criminal negligence or willful misconduct,
- a The Contractor shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Procuring Entity, and
 - b The aggregate liability of the Contractor to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Procuring Entity with respect to patent infringement.

29 Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Kenya (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

30 Force Majeure

30.2 The Contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, 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.

30.3 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

30.4 If a Force Majeure situation arises, the Contractor shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

31 Change Orders and Contract Amendments

31.2 The Procuring Entity may at any time order the Contractor through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a drawings, designs, or specifications, where The Items to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
- b the method of shipment or packing;
- c the place of delivery; and
- d the Related Services to be provided by the Contractor.

31.3 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Procuring Entity's change order.

31.4 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Contractor for similar services.

31.5 **Value Engineering:** The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

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

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

that:

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

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

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

31.8 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

32 Extensions of Time

32.2 If at any time during performance of the Contract, the Contractor or its subcontractors should encounter conditions impeding timely delivery of the Items or completion of Related Services pursuant to GCC Clause 13, the Contractor shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.3 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Contractor in the performance of its Delivery and Completion obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

33 Termination

33.2 Termination for Default

- a The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
 - i. if the Contractor fails to deliver any or all of the Items within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 34;
 - ii. if the Contractor fails to perform any other obligation under the Contract; or
 - iii. if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a of the Appendix to the GCC, in competing for or in executing the Contract.
- b In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, The Items or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Procuring Entity for any additional costs for such similar The Items or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

33.3 Termination for Insolvency.

The Procuring Entity may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

36.3 Termination for Convenience.

- a) The Procuring Entity, by 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 termination is for the Procuring Entity's convenience, the extent to which performance of the Contractor under the Contract is

terminated, and the date upon which such termination becomes effective.

- b) The Items that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining The Items, the Procuring Entity may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed The Items and Related Services and for materials and parts previously procured by the Contractor.

34 Assignment

- 36.1 Neither the Procuring Entity nor the Contractor shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

35 Import Restrictions

- 37.1 Notwithstanding any obligation under the Contract to complete all import formalities, any import restrictions attributable to the Procuring Entity, to Kenya, or to the use of the products/The Items, systems or services to be supplied, which arise from trade regulations from a country supplying those products/The Items, systems or services, and which substantially impede the Contractor from meeting its obligations under the Contract, shall rethe the Contractor from the obligation to provide deliveries or services, always provided, however, that the Contractor can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the import of the products/The Items, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Procuring Entity's convenience pursuant to Sub-Clause 35.3.

Section VIII - Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

[The Procuring Entity shall select insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics],

GCCL1(j)	The Procuring Entity is Kenya International Convention Centre
GCCL1(o)	The final destination is Kenyatta International Convention Centre
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>[exceptional; refer to other internationally accepted trade terms]</i>
GCC4.2(b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>
GCC8.1	<p>Name of Procuring Entity – KENYA INTERNATIONAL CONVENTION CENTRE Physical address - Kenya International Convention Centre</p> <p style="text-align: center;">The Kenyatta International Convention Centre.</p> <p style="text-align: center;">P.O.BOX 30746-00100, NAIROBI, KENYA</p> <p style="text-align: center;">4th Floor, KICC building, Harambee Avenue, Nairobi</p>
GCC10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><i>[The Tendering document should contain one clause to be retained in the event of a Contract with a foreign Lessor and one clause to be retained in the event of a Contract with a Lessor who is a national of Kenya. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 10.2 in the Tendering document.</i></p> <p><i>“Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Lessor and clause 10.2 (b) shall be retained in the case of a Contract with a national of Kenya”]</i></p> <p>(a) Contract with foreign Lessor:</p> <p><i>[For contracts entered into with foreign Lessors, International commercial arbitration may have practical advantages over other dispute settlement methods. Among the rules to govern the arbitration proceedings, the Procuring Entity may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p>(i) If the Procuring Entity chooses the Arbitration Rules, the following sample clause should be inserted:</p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(ii) If the Procuring Entity chooses the Rules of ICC, the following sample clause should be inserted:</p> <p>GCC 10.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.</p>

	<p>(i) If the Procuring Entity chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:</p> <p>GCC 10.2 (a) – Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, the parties shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection without the contract. If after 30 days from the commencement of such informal negotiations both parties have been unable to resolve the dispute amicably either party may proceed to file a case for determination in Kenyan courts.</p> <p>(b) Contracts with Contractor who is a national of Kenya: In the case of a dispute between the Procuring Entity and the Contractor who is a national of Kenya, the dispute shall be referred to as arbitration in accordance with the laws of Kenya.</p>
GCC 13.1	Details of Shipping and other Documents to be furnishes by the Contractor are [not applicable]
GCC 15	The prices charged for the Items supplied and the related Services performed shall not be adjustable.
GCC 16& 18	The Performance security shall be equivalent to 10% of the proposed minimum annual guarantee
GCC 24	The insurance coverage shall be insurance covers applicable for Fashion Store business.
GCC 26	The Inspection shall be carried out jointly with the Procuring Entity to ensure compliance to all the Fashion Store requirements
GCC 27	The maximum amount of liquidated damages one-year minimum annual guarantee.

SECTION IX - CONTRACT FORMS

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful tenderer after contract award.

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FORM No 1: NOTIFICATION OF INTENTION TO AWARD

This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name:[insert Authorized Representative's name]
- ii) Address:[insert Authorized Representative's Address]
- iii) Telephone:[insert Authorized Representative's telephone/fax numbers]
- iv) Email Address:[insert Authorized Representative's email address]

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

2. Date of transmission: [email] _____ on.....[date] _____ (local time) This

Notification is sent by (Name and designation) _____

3. Notification of Intention to Award

- i) Procuring Entity:[insert the name of the Procuring Entity]
- ii) Project:[insert name of project]
- iii) Contract title:[insert the name of the contract]
- iv) Country:[insert country where ITT is issued]
- v) ITT No:[insert ITT reference number from Procurement Plan]

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

4. Request a debriefing in relation to the evaluation of your tender

Submit a Procurement-related Complaint in relation to the decision to award the contract.

a) The successful tenderer

- i) Name of successful Tender _____
- ii) Address of the successful Tender _____
- iii) Contract price of the successful Tender Kenya Shillings _____
(in words _____)

b) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out. For Tenders not evaluated, give one main reason the Tender was unsuccessful.

Lease Item N°	Description of Lease Item and Related Services.	Tender Price as readout	Tender's evaluated price (Note a)	One Reason Why not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: [insert full name of person, if applicable]
 - ii) Title/position: [insert title/position]
 - iii) Agency: [insert name of Procuring Entity]
 - iv) Email address: [insert email address]
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: [insert full name of person, if applicable]
 - ii) Title/position: [insert title/position]
 - iii) Agency: [insert name of Procuring Entity]
 - iv) Email address: [insert email address]
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke or email complaints@ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5 (d) above.

If you have any questions regarding this Notification then do not hesitate to contact us.
On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

FORM NO 2: NOTIFICATION OF AWARD-LETTER OF ACCEPTANCE

[letter head paper of the Procuring Entity]

.....*[date]*

To:*[name and address of the Contractor]*

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: *Contract Agreement*

NOTIFICATION OF AWARD - LETTER OF ACCEPTANCE

[use letterhead paper of the Procuring Entity]

.....*[date]*

To:*[name and address of the Contractor]*

Subject: **Notification of Award Contract No**.....

This is to notify you that your Tender dated.....*[insert date]* for the The Items on the list below is hereby accepted by our Agency.

OFFERED ITEMS AND PRICES

1	2	3
Lease Item N°	Description of Lease Item and Related Services.	Tender Price
1		
2		
3		
TOTAL TENDER PRICE		XXXX

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

FORM NO 3 - CONTRACT AGREEMENT

[The successful tenderer shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Entity and having its principal place of business at [insert: address of Procuring Entity]* (herein after called “Procuring Entity”), of the one part;
and
 - (2) *[insert name of Contractor]*, a corporation incorporated under the laws of *[insert: country of Contractor]* and having its principal place of business at *[insert: address of Contractor]* (herein after called “the Contractor”), of the other part.
3. WHEREAS the Procuring Entity invited Tenders for certain The Items and ancillary services, viz., *[insert brief description of The Items and Services]* and has accepted a Tender by the Contractor for the supply of those The Items and Services, the Procuring Entity and the Contractor agree as follows:
- i) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 - ii) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - a) the Letter of Acceptance
 - b) the Letter of Tender
 - c) the Addenda Nos. _____ (if any)
 - d) Special Conditions of Contract
 - e) General Conditions of Contract
 - f) the Specification (including Schedule of Requirements and Technical Specifications)
 - g) the completed Schedules (including Price Schedules)
 - h) any other document listed in GCC as forming part of the Contract
 - iii) In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Procuring Entity to provide the Items and Services and to remedy defects the rein inconformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor inconsideration of the provision of the Items and Services 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.
5. IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed:*[insert signature]* in the capacity of*[insert title or other appropriate designation]*

In the presence of*[insert identification of official witness]*

For and on behalf of the Contractor Signed:*[insert signature of authorized representative(s) of the Contractor]*

in the capacity of*[insert title or other appropriate designation]*

in the presence of*[insert identification of official witness]*

FORM NO. 4 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the..... Day of....., 2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

²Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procurement Entity should note that in the event of an Extension of this date for completion of the Contract, the Procurement Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM No. 5 - PERFORMANCE SECURITY [Option 2– Performance Bond]

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring*

Entity] **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the ____ day of, 20, for in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 1) complete the Contract in accordance with its terms and conditions; or
 - 2) obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the Highest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking - Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this day ____ of _____ 20_____.

SIGNED ON _____ on behalf of
by _____ in the capacity
of in the presence of

SIGNED ON _____ on behalf
of by _____ in the capacity
of in the presence of

FORM NO. 6 - ADVANCE PAYMENT SECURITY [Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

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

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contract or on its account number at.....
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of _____, 2¹, 2² whichever is earlier. Consequently, ~~any~~ demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor _____ before the expiry of the _____ guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

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

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

²Insert the expected expiration date of the Time for Completion. The Procurement Entity should note that in the event of an extension of the time for completion of the Contract, the Procurement Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.