BANKI
KUU YA
KENYA



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TENDER FOR COMPREHENSIVE MAINTENANCE OF KISUMU DATA CENTRE SUPPORT INFRASTRUCTURE INCLUDING CLEANING FOR CENTRAL BANK OF KENYA FOR A PERIOD OF THREE (3) YEARS

TENDER NO. CBK/065/2026-2027

TENDER CLOSING DATE: 27TH NOVEMBER 2026 AT 10.30 A.M.

C2: CBK - Official

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INVITATION TO TENDER (ITT) BY CENTRAL BANK OF KENYA

1. The **Central Bank of Kenya** invites sealed tenders for **Tender for Comprehensive Maintenance of Kisumu Data Centre Support Infrastructure Including Cleaning for Central Bank of Kenya for a Period of Three (3) Years(Tender Reference No. CBK/065/2026-2027)**

2. A complete set of tender documents containing detailed information can be downloaded free of charge from the Central bank of Kenya website: www.centralbank.go.ke or from the Government tender's portal: www.tenders.go.ke All interested and eligible bidders should forward their emails and address to **Email address: supplies@centralbank.go.ke**. to facilitate any further clarification or addendum.
3. A **Site Survey Meeting** will be held at **CBK Kisumu Branch** on **11th November 2026 at 10:30 a.m.** E.A.T. Interested bidders intending to join the meeting are requested to share their details using supplies@centralbank.go.ke.
4. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **140 days** from the closing date of the tender.
5. All Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00,** in the format provided in the tender document valid for **170 days** from the date of tender opening.

6. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited at **Grey Tender Box at the Central Bank of Kenya, Kisumu Branch along Ochieng Oneko Road, Jomo Kenyatta Highway,** to be received on or before **27th November 2026 at 10.30 A.M**. Electronic Tenders ***will not*** **be permitted**.

7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later in the **Central Bank of Kenya, Kisumu Branch, Training Room, Ground floor.**. Tenders will be publicly opened in the presence of the Tenderers' designated representatives or anyone who chooses to attend. Bidders representatives and other persons who choose to attend the tender opening session will be required to have personal identification documents (National ID/Passport).

8. Late tender will be rejected.

9. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Central Bank of Kenya
The Director, General Services Department
Central Bank of Kenya, Head Office in Nairobi on Haile Selassie Avenue,
P. O. Box 60000 – 00200, Nairobi
Tel. No. 020 2860000, E-mail address: **supplies@centralbank.go.ke**.

B. Address for Submission of Tenders.
Central Bank of Kenya, Kisumu Branch, Ochieng Oneko Road, Jomo Kenyatta Highway **Grey Tender Box** at the main entrance, ground floor
P. O. Box 4, Kisumu

C. Address for Opening of Tenders.
Central Bank of Kenya, Kisumu Branch, **Training Room Ground floor**.

Deputy Director/Head of Procurement Division General Services Department

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

A. General

1. Scope of Tender

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

2. Definitions

2.1 Throughout this tendering document:

a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;

b) if the context so requires, "singular" means "plural" and vice versa; and

c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

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

3. Fraud and Corruption

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

3.2 The Procuring Entity requires compliance with the provisions of the Competition Act2 010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the "Certificate of Independent Tender Determination" annexed to the Form of Tender.

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

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

3.5 Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, 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.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of an association or subcontracting arrangement or a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. The maximum number of JV members shall be specified in the **TDS.**

4.2 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

a) Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or

b) Receives or has received any direct or indirect subsidy from another Tenderer; or

c) Has the same legal representative as another Tenderer; or

d) Has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or

e) Or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Maintenance services that are the subject of the Tender; or

f) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or

g) Would be providing goods, works, or maintenance services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **TDS** ITT 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

h) Has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.

4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member, may participate as a sub-contractor in more than one Tender.

4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya, shall be ineligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the electronic address info@ppra.go.ke .

4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Procuring Entity.

4.8 A Tenderer under suspension from tendering as the result of the operation of a Tender-Securing Declaration or Proposal-Securing Declaration shall not be eligible to tender.

4.9 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in "SECTION III - EVALUATION AND QUALIFICATION CRITERIA, Item 9".

4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if it is registered in Kenya, has less than 51 percent ownership by nationals of Kenya and if it does not subcontract foreign contractors more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms are registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.

4.12 TheProcuringEntitymayrequiretendererstoberegisteredwithcertainauthoritiesinKenya.Suchregistration shall be defined in the **TDS**, butcaremustbetakentoensuresuchregistrationrequirementdoesnotdiscourage competition, nor exclude competent tenderers. Registration shall not be a condition for tender, but where a selected tenderer is not so registered, the tenderer shall be given opportunity to register before signature of contract.

4.13 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke

4.14 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5. Qualification of the Tenderer

5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of Tenderers has been undertaken as stated in ITT 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 9.

PART 1: Tendering Procedures

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

PART 2: Procuring Entity's Requirements

v) Section V- Procuring Entity's Requirements

PART 3: Contract

vi) Section VI- General Conditions of Contract (GCC)
vii) Section VII- Special Conditions of Contract (SCC)
viii) Section VIII- Contract Forms

6.2 The Invitation to Tender (ITT) or the notice to prequalify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 9. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

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

8. Pre-Tender Meeting and a pre-arranged pretender visit of the site of the works

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender visit of the site of the works will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT 6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (no names) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the works at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9. Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting and the pre-arranged pretender visit of the site of the works if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 10.

10. Amendment of Tendering Document

10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.

10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's webpage in accordance with ITT 8.1.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11. Cost of Tendering

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

12. Language of Tender

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

13. Documents Comprising the Tender

13.1 The Tender shall comprise the following:

a) **Form of Tender** prepared in accordance with ITT 14;

b) **Schedules:** Schedules or Requirements and priced Activity Schedule completed in accordance with ITT 14 and ITT 16;

c) **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;

d) **Alternative Tender**: if permissible in accordance with ITT 15;

e) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;

f) **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;

g) **Tenderer's Eligibility**: documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;

h) **Conformity**: documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and

i) Any other document required **in the TDS.**

13.2 In addition to the requirements under ITT 12.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement. The Tenderer shall chronologically serialize pages of all tender documents submitted. The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14. Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 21.3. All blank spaces shall be filled in with the information requested.

15. Alternative Tenders

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

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the TDS, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule(s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 13.1.

16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

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

16.7 If provided for in the TDS, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17. Currencies of Tender and Payment

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

18. Documents Establishing Conformity of Services

18.1 To establish the conformity of the Maintenance services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Maintenance services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

19. Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 Tenderers shall complete the Form of Tender and all the Tendering Forms included in Section IV to establish their eligibility in accordance with ITT 4.

19.2 The documentary evidence of the Tenderer's qualifications to perform the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 In the event that prequalification of Tenderers has been undertaken as stated in the **TDS**, only Tenders from prequalified Tenderers shall be considered for award of Contract. The prequalified Tenderers should submit with their Tenders any information updating their original prequalification applications or, alternatively, confirm in their Tenders that the originally submitted prequalification information remains essentially correct as of the date of Tender submission.

19.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and there by help to prevent any corrupt influence in relation to the procurement process or contract management.

19.5 The purpose of the information described in ITT 18.1 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

19.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

19.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

19.8 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

19.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,

ii) If the contract has been awarded to that tenderer, the contract award will be set aside,

iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person shave committed any criminal offence.

19.10 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 6.7 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19.11 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

20. Period of Validity of Tenders

20.1enders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 23.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 19.3.

21. Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified in the TDS, in original form and, in the case of a Tender Security, in the amount and currency specified in the TDS.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 20.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

i) cash;
ii) a bank guarantee;
iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5If a Tender Security is specified pursuant to ITT 20.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46.

21.6The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security. The Procurement Entity shall also return tender security to the tenderers where;

a). The procurement proceedings are terminated

b). All tenders were determined non-responsive and

c). Where a bidder decline to extent the tender validity period.

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

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender, or any extension thereto provided by the Tenderer; or

b) if the successful Tenderer fails to:

i) sign the Contract in accordance with ITT 45; or

ii) furnish a performance security in accordance with ITT 46.

21.8The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 12.2.

21.9If a Tender Security is not required in the **TDS**, pursuant to ITT 20.1, and

a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or

b) if the successful Tenderer fails to:

i) sign the Contract in accordance with ITT 45; or

ii) furnish a performance security in accordance with ITT 46;

the Procuring Entity may**,** if provided for **in the TDS**, declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of time as stated **in the TDS**.

22. Format and Signing of Tender

22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 12, bound with the volume containing the Form of Tender, and clearly marked "Original." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS**, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.

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

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

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

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

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

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

- in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as described in ITT 11; and
- in an envelope or package or container marked "COPIES", all required copies of the Tender; and
- if alternative Tenders are permitted in accordance with ITT 13, and if relevant:

i) in an envelope or package or container marked "ORIGINAL –ALTERNATIVE TENDER", the alternative Tender; and

ii) in the envelope or package or container marked "COPIES- ALTERNATIVE TENDER", all required copies of the alternative Tender.

23.2 The inner envelopes or packages or containers shall:

a) bear the name and address of the Procuring Entity.

b) bear the name and address of the Tenderer; and

c) bear the name and Reference number of the Tender.

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

24. Deadline for Submission of Tenders

24 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**.

25 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 23. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

26. Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

26.2 prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

26.3 received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

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

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

27. Tender Opening

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

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

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

27.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No

Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

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

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

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 24.1).

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

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

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 41.

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

28.3 Notwithstanding ITT 27.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any Tenderer for clarification of its Tender including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT 32.

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

30 Deviations, Reservations, and Omissions

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

a) "Deviation" is a departure from the requirements specified in the tendering document;

b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and

c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering

document.

31. Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

a) If accepted, would:

i) Affect in any substantial way the scope, quality, or performance of the Maintenance services specified in the Contract; or

ii) Limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or

b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.2 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 17 and ITT18, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.3 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission. Non-conformities, Errors and Omissions

31.4 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformities in the Tender.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable non material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the **TDS**.

32. Arithmetical Errors

32.1 Corrected tender prices shall not be used in the evaluation of tenders, comparison of tender prices.

32.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in anyway by any person or entity.

32.3 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.

b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and

c) If there is a discrepancy between words and figures, the amount in words shall prevail,

33. Conversion to Single Currency

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

34. Margin of Preference

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

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

35. Evaluation of Tenders

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

a) Substantially responsive to the tendering document; and

b) The lowest evaluated cost.

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

a) Price adjustment due to discounts offered in accordance with ITT 15.4;

b) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33;

c) price adjustment due to quantifiable nonmaterial non-conformities in accordance with ITT 31.3;

d) The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

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

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

36. Comparison of Tenders

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

37. Abnormally Low Tenders and Abnormally High Tenders Abnormally Low Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high tenders, the Procurement Entity should (a) review the specifications, and conditions of tender, or correctness of the estimate or (b) possibility of a collusion, formation of cartels, or other form of fraudulent and corrupt activity in the tendering processor (c) perception of the firms on the credibility of the Procuring Entity. The Procuring Entity shall treat abnormally low and high tenders in accordance with procedures provided for in this tender document

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (often due to collusion, corruption or other manipulations), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38. Unbalanced and/or Front-Loaded Tenders

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

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

a) Accept the Tender; or
b) Require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price; or
c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
d) reject the Tender.

39. Qualification of the Tenderer

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

39.1 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.

39.2 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to theTendererwhooffersasubstantiallyresponsiveTenderwiththenextlowestevaluatedcosttomakeasimilar determination of that Tenderer's qualifications to perform satisfactorily.

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

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

F. Award of Contract

41 Award Criteria

41.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to

be the Lowest Evaluated Tender.

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

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

a) The name and address of the Tenderer submitting the successful tender;

b) The Contract price of the successful tender;

c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;

d) the expiry date of the Stand still Period; and

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

43. Standstill Period

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

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

44. Debriefing by the Procuring Entity

44.1 On receipt of the Procuring Entity's 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.

45. Letter of Award

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

46. Signing of Contract

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

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

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

47. Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial

institution is not required.

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

48. Publication of Procurement Contract

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

a) Name and address of the Procuring Entity;

b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;

c) the name of the successful Tenderer, the final total contract price, the contract duration.

d) Dates of signature, commencement and completion of contract;

e) Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49. Adjudicator

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

50. Procurement Related Complaints and Administrative Review

50.1 The procedures for making a Procurement-related Complaint areas specified in the **TDS.**

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

SECTION II - TENDER DATA SHEET (TDS)

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

[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT].

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT Reference	**A. General**
ITT 1.1	The reference number of the Request for Tenders (ITT) is: ***[Tender No. CBK/065/2026-2027*** The Procuring Entity is: ***Central Bank of Kenya*** The name of the ITT is: ***Tender for Comprehensive Maintenance of Kisumu Data Centre Support Infrastructure Including Cleaning for Central Bank of Kenya for a Period of Three (3) Years***
ITT 2.1 (a)	Electronic-procurement system shall be used to manage any aspects of the Procurement process: **Not Applicable**
ITT 2.1	The name of the Project is: **Tender for Comprehensive Maintenance of Kisumu Data Centre Support Infrastructure Including Cleaning for Central Bank of Kenya for a Period of Three (3) Years (Tender Ref. Number CBK/065/2026-2027)**
3.4	The firms (if any) that provided consulting services for the contract being tendered for are **Not Applicable**
ITT 4.1	Maximum number of members in the Joint Venture (JV) shall be **N/A**
ITT 4.12	The Procuring Entity may require tenderers to be registered with: **OEM, NCA, EPRA, ICTA**
	B. Contents of Tendering Document
ITT 7.1	A **Site Survey Meeting** will be held at **CBK Kisumu Branch** on **11th November 2026** at **10:30 a.m.** E.A.T. Interested bidders intending to join the meeting are requested to share their details using supplies@centralbank.go.ke.
ITT 8.1	For **Tender submission purposes** only, the Procuring Entity's address is: **Central Bank of Kenya,** Kisumu Branch, Ground Floor, Ochieng Oneko Road, Jomo Kenyatta Highway, **Grey Tender Box** at the main entrance, P. O. Box 4, Kisumu Attention: Head of Procurement Function/ Deputy Director, Procurement Division **The deadline for Tender submission is 27th November 2026 at 10:30am** Tenderers ***shall not*** have the option of submitting their Tenders electronically. The electronic Tendering submission procedures shall be ***N/A*** Requests for clarification should be received by the Procuring
ITT 8.2	The tender has been published on www.centralbank.go.ke and www.tenders.go.ke _
ITT 9.1	The Procuring Entity shall publish its response at the website www.centralbank.go.ke and www.tenders.go.ke
	C. Preparation of Tenders
ITT 13.1 (i)	The Tenderer shall submit with its Tender the following additional documents:

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	As indicated in the evaluation criteria
ITT 15.1	Alternative Tenders **are not** permitted.
ITT 15.2	Alternatives to the Time Schedule **shall not be** permitted. If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. **Not Applicable for this tender**
ITT 15.3	Alternative technical solutions shall be permitted for the following parts of the Information System:- as further detailed in the Specification. If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria. **Not Applicable for this tender**
ITT 16.7	**TAX, DUTIES/ LEVIES** The price quoted must include all associated costs and taxes. 2. Capacity Building Levy The tenderers are hereby notified of PPRA circular No. 01/2024 dated 30th August 2024 and Legal notice No. 206 of 6th November 2023 which introduces a Capacity Building Levy to be paid/borne by a supplier on all procurement contracts signed between the supplier and the procuring entity at a rate of 0.03% of the value of contract exclusive of applicable taxes. The procuring entity shall deduct and remit the levy to PPRA
ITT 16.7	The prices quoted by the Tenderer ***shall not be*** subject to adjustment during the performance of the Contract.
ITT 19.3	Prequalification ***has not been*** undertaken.
ITT 20.1	The Tender validity period shall be **140 days**.
ITT 21.1	Bidders are required to submit a Tender Security of **Kes. 50,000.00** in Cash, Bankers cheque or a Guarantee issued by a Commercial Bank operating in Kenya and supervised by the Central Bank of Kenya or Insurance companies listed by the Public Procurement Regulatory (PPRA) as providers of Tender security. The validity of the bid bond is **170 days**.
ITT 22.1	In addition to the original of the Tender, the number of copies is**: One**
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of **Power of Attorney**
	D. Submission and Opening of Tenders
ITT 23.1	For **Tender submission purposes** only, the Procuring Entity's address is: **Central Bank of Kenya, Central Bank of Kenya,** Kisumu Branch, Ground Floor, Ochieng Oneko Road, Jomo Kenyatta Highway, **Grey Tender Box** at the main entrance, P. O. Box 4, Kisumu Attention: Head of Procurement Function/Deputy Director, Procurement Division Physical Address, Nairobi, Haile Selassie Avenue, CBK Building, Ground Floor **The deadline for Tender submission is 27th November 2026 at 10:30am** Tenderers ***shall not*** have the option of submitting their Tenders electronically
ITT 26.1	The Tender opening shall take place at: Central Bank of Kenya, Kisumu, Training Room Ground Floor
ITT 27.6	The Form of Tender and Price Schedules shall be initialed by at least three (3) representatives of the Procuring Entity conducting Tender opening. Each Tender shall be initialed by all representatives and shall be numbered, any modification to the unit or total price shall be initialed by the Representative of the Procuring Entity. The tender opening committee will

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	prepare a tender opening register listing all the bids received and tender opening minutes
ITT 31.7	The adjustment shall be based on the ***average*** 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.
E. Evaluation and Comparison of Tenders	
ITT 34.1	Margin of preference is not allowed
ITT 34.2	The invitation to tender is extended to the following group that qualify for Reservations. **This is not applicable to this Tender**
ITT 35.1	The Procuring Entity will evaluate and compare the Tenders that have been determined to be substantially responsive, pursuant to ITT 35.1. The evaluation will be performed assuming either that The Contract will be awarded to the Lowest Evaluated Tender.
F. Award of Contract	
ITT 42.1	Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract on www.tenders.go.ke . 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. Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening
ITT 50.1	The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA website info@ppra.go.ke or complaints@ppra.go.ke . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to: For the attention: Director, **General Services Department,** Title/position: **Director** Procuring Entity: **Central Bank of Kenya** Email address: supplies@centralbank.go.ke In summary, a Procurement-related Complaint may challenge any of the following: 1. the terms of the Tendering Documents; and 2. the Procuring Entity's decision to award the contract.

SECTION III- EVALUATION AND QUALIFICATION CRITERIA

EVALUATION CRITERIA

The evaluation will be carried out through five stages as follows:

Stage 1: Preliminary examination (Compliance with Mandatory Requirements - MR)

Stage 2: Technical Evaluation

Stage 3: Technical Capacity to Deliver

Stage 4: Financial Evaluation

Stage 5: Due diligence.

Recommendation of Award

Stage 1: Preliminary examination (Compliance with Mandatory Requirements -MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

Item No.	Mandatory Eligibility criteria	Documents to be provided	Compliance Yes/No
MR1	Documentary evidence of the company's Certificate of Incorporation or Business Registration certificate (Legal structure)	Certificate of Incorporation/ Business Registration certificate	
MR 2	Submit copy of the company's valid Tax Compliance Certificate OR exemption certificate valid at least up to the date of tender opening.	Tax Compliance certificate valid up to at least the date of tender opening	
MR 3	Provide a valid original tender security (Bid Bond) of Kes.50,000 in the form provided in this tender document, valid for one hundred and seventy (170) days from the date of tender opening.	Original tender security	
MR 4	A dully filled Form of Tender with a validity period of at least **140** days.	Dully filled form of tender	
MR 5	Submit duly filled self-declaration forms as follows: i). On debarment from participating in Public Procurement (Form SD1); ii). That the person/tenderer will not engage in any corruption/fraudulent practices (Form SD2); iii). Declaration and Commitment to the Code of Ethics.	Duly filled Forms (i, ii & iii)	
MR 6	Submit a completed company profile using the confidential Business questionnaire attached.	Filled Company Profile	
MR 7	Provide copy of NCA registration certificate and the current annual practicing License issued by the National Construction Authority (NCA) in Electrical works Category NCA 1	NCA 1 and above certificate and annual practicing license in Electrical works	
MR 8	Provide copy of NCA registration certificate and the current annual practicing License issued by the National Construction Authority (NCA) in Mechanical engineering works in Category NCA 3	NCA 3 certificate and annual practicing license in Mechanical engineering services	
MR 9	Provide EPRA Certificate Class A 1 and above. The validity should be at least up to the tender opening date	Valid EPRA Certificate Class A 1 and above	
MR 10	Provide at least ICTA 2 and above for Data Centre.	ICTA 2 and above	
MR 11	Bidders must provide OEM Authorized Service Provider Certificates (MAF) for the following critical systems, both of which are mandatory: (i) precision cooling – Stulz; and (ii) uninterruptible power supply and batteries – Vertiv/Liebert.	Manufacturer's Letters of authorization.	

Item No.	Mandatory Eligibility criteria	Documents to be provided	Compliance Yes/No
	Certificates for the remaining systems (LV boards, busbar, fire suppression, environmental monitoring, security doors and rack access) shall be provided where held and will be taken into account at technical evaluation.		
MR 12	Bidder to provide copies of duly signed audited accounts for the company for Two consecutive financial years falling within the last three consecutive years – 2023-2024-2025. (A copy of valid practicing license of the Auditor should be attached for the accounts to be considered for each of the audited years).	Audited Two Consecutive Financial Years Reports	
MR 13	Bidders must demonstrate a permanent presence at Kisumu in accordance with GR10, by providing the physical address of the Kisumu office and spares store and the names and qualifications of not fewer than two (2) resident engineers or technicians.		

Bidders complying with all the above mandatory requirements will proceed to the second stage of technical evaluation.

Stage 2: Technical Evaluation

Tenderers meeting all the mandatory requirements shall have their bids checked against compliance with technical specifications indicated in Section "VI" of this tender document. Bidders will be required to meet ALL technical specifications and be **FULLY COMPLIANT** to qualify to be progressed to the next stage [Technical Capacity to Deliver the Proposed Solution].

Stage 3: Technical Capacity to Deliver the Proposed Solution

Tenderers fully complying with the mandatory requirements will be subjected to technical evaluation based on the technical parameters given below.

Item No.	Parameter	Maximum Score	Score (Marks)
T1	Number of years in the business of installation and maintenance of Data Centre support equipment The bidder shall provide verifiable, dated evidence of having undertaken similar assignments. Evidence shall include **at least one** of the following duly signed documents: • LPO/LSO; • Contract agreement; • Delivery notes/invoices; or • Completion certificate.). Each active year earns 2 marks to a maximum of 5 years (10 marks). No score where the first project date is not evidenced.	**10**	
T2	Confirmation of business Premise, with relevant tools and equipment whether owned or leased with evidence of valid lease agreements and OSHA registration of workplace certificate. Total 5 marks.	**5**	
T3	The Bidder SHALL provide details of experience and past performance SLA works within Data Centre facility comprising (UPS, Precision Cooling, Electrical Panels, Data Centre Cabling, Fire Suppression System, Environmental Monitoring Systems (EMS), Raised Flooring among others, within the past seven years and details of current work on hand and other contractual commitments. The Bidder to attach at least 3 Contracts/LPOs, with matching reference/recommendation letters from the owner of the works undertaken or ongoing. 3 assignments and above – 35 marks •2 assignments – 20 marks •1 assignment – 15 marks •No assignment – 0 marks	**35**	

T4	Provide at least ICTA 2 and above for Data Centre. ICTA 1 – 5 Marks; ICTA 2 – 3 Marks	**5**	
T5	Bidder Should have support office in Kenya with minimum three support engineers/technicians. Of the three, • At least two (2) engineers/technicians with experience in HVAC equipment (Attach CV's and Academic Qualifications Certificates).(10marks) • Attach OEM training certifications to operate the major equipment for HVAC– as Stulz. (5marks) • At least one (1) electrical engineer/technician with experience on UPS equipment at least EPRA A1 Certification or above (Attach CV's and Academic Qualifications Certificates). (5marks) • Attach OEM training certifications to operate the UPS – as Vertiv. APC, Eaton. (5marks) • At least one (1) mechanical engineer/technician (Attach CV's and Academic Qualifications Certificates). (5 marks)	**30**	
T6	Preventive and Corrective Maintenance Service and Project Management proposals including warranties on parts Provide Preventive Maintenance Service (PMS), Corrective Maintenance Service (CMS) and Project Management proposals. Total 15 marks.	**15**	
TOTAL		**100%**	

The Bidders who obtain a score of **seventy five percent (75%)** and above in the Technical Capacity to deliver the contract will proceed to **the Financial Evaluation Stage.**

Stage 4: Financial Evaluation and Negotiations

Bidders attaining 75% and above on Technical Evaluation on Qualification in Stage 3 above will be subjected to Financial Evaluation.

Financial Evaluation will involve checking for completeness of the Bidders' schedule of pricing to ensure all the spares parts have been priced, and quotations are devoid of arithmetic error.

Bidders whose price schedules are not complete i.e., where the bidder fails to price for all materials are disqualified from further evaluation.

The OEM and the bidder shall be responsible for the warranty and maintenance support during the period of project delivery.

The bidder that emerges with the lowest evaluated bid price will be recommended for the due diligence stage. The bidder will be notified to prepare for due diligence and presentation.

Stage 5: Due diligence.

The lowest evaluated bidder will be subjected to due diligence. This involves verification of the bidders qualification information submitted in compliance with the mandatory requirements, technical requirements and confirmation of bidder's ability and capability to provide the services.

Recommendation of Award

The lowest evaluated bidder who complies with all the requirements as contained in the tender document will be recommended for award of the tender

SECTION IV - TENDERING FORMS

1. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

i) The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

ii) All italicized text is to help Tenderer in preparing this form.

iii) Tenderer must complete and sign 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.

a) Tenderer's Eligibility-Confidential Business Questionnaire

a) Certificate of Independent Tender Determination

c) Self-Declaration of the Tenderer.

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

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

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

To: ..... *[insert complete name of Procuring Entity]*

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT 9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT 4.7;

d) **Conformity:** We offer to provide the Maintenance services in conformity with the tendering document of the following: *[insert a brief description of the Maintenance services];*

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

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

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: *[Specify in detail each discount offered.]*

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ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period:** Our Tender shall be valid **210days** from the date fixed for the Tender submission deadline (specified in TDS 24.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender Per Tenderer:** We are not submitting any other Tender (s) as an individual Tenderer, and we are not participating in any other Tender (s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 14;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*

l) **Commissions, gratuities and fees**: We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: *[insert complete name of each Recipient, its full address, 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.")

m) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

n) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and

p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

q) **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.

r) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from (*specify website*) during the procurement process and the execution of any resulting contract.

s) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

a) Tenderer's Eligibility; Confidential Business Questionnaire – to establish we are not in any conflict to interest.

b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.

c) Self-Declaration of the Tenderer- to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

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

Name of the Tenderer: *.....*[insert complete name of person signing the Tender]*

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

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

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

i) TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of 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 (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) 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 controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated 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		
	Type of Conflict	**Disclosure YES OR NO**	**If YES provide details of the relationship with Tenderer**
	document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

f) 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)*

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ _____ *[Name of Procuring Entity]* for: _____ *[Name and number of tender]* in response to the request for tenders made by: ~~*[Name of Tenderer]* do hereby~~ make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

4. For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who: a) Has been requested to submit a Tender in response to this request for tenders;

   b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding: a) prices;

   b) methods, factors or formulas used to calculate prices;

   c) the intention or decision to submit, or not to submit, a tender; or

   d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

8. the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

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

(iii) SELF-DECLARATION FORMS FORM SD 1

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

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

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ……...…….. *(insert name of the Company)* who is a Bidder in respect of **Tender No. ……...** for.....*(insert tender title/description)* for..... *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

…….	…….	…….....
(Title)	(Signature)	(Date)

Bidder Official Stamp

FORM SD2

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... ..... *(insert name of the Company)* who is a Bidder in respect of **Tender No**..... for …….. *(insert tender title/description)* for …… *(insert name of the Procuring entity)* and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of …….. *(insert name of the Procuring entity)* which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents/subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of…….. *(name of the procuring entity).*

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

……	…….....……	…….....……
(Title)	(Signature)	(Date)

Bidder's Official Stam

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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 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…….....……

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iv) APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

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

2. Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

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

1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;

3) Without limiting the generality of the subsection (1) and (2), the person shall be: -

a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or

b) if a contract has already been entered into with the person, the contract shall be voidable;

4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: - a) Shall not take part in the procurement proceedings;

b) Shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

c) shall not be a subcontractor for the tenderer to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontract or appointed shall meet all the requirements of this Act.

6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

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

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

a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:

i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v) "obstructive practice" is:

- deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

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

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

c) Rejects a proposal for award[1] of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or debar or recommend to
appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect[2] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them

[1] *For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in A consultancy, and 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.*

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

audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

2. TENDERER INFORMATION FORM

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

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

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

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

1. Tenderer's Name *[insert Tenderer's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Tenderer's year of registration: *[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration: *[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4. ☐ In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. ☐ Acurrent tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the the Kenya Revenue Authority in accordance with ITT 4.14. ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing: • Legal and financial autonomy • Operation under commercial law • • Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity 8.Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'S JV MEMBERS INFORMATION FORM

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

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

ITT No.: ..... *[insert number of Tendering process]* Alternative No.: ..... *[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name: *[insert Tenderer's legal name]*
2. Tenderer's JV Member's name: *[insert JV's Member legal name]*
3. Tenderer's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Tenderer's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Tenderer's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Tenderer's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary:_____

Request for Tenders No:

_____

Date:_____

TENDER GUARANTEE No.:_____

Guarantor: _____

1. We have been informed that_____(here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of_ under Request for Tenders No._____("the ITT").

2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of_____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

(a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or

b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

_____

[signature(s)]

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

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FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.:

1. Whereas …… [*Name of the tenderer]* (hereinafter called "the tenderer") has submitted its tender dated …… [*Date of submission of tender]* for the …… *[Name and/or description of the tender]* (hereinafter called "the Tender") for the execution of under Request for Tenders No. _____ ("the ITT").

2. KNOW ALL PEOPLE by these presents that WE …… of …… [**Name of Insurance Company**] having our registered office at …… (hereinafter called "the Guarantor"), are bound unto …….. [*Name of Procuring Entity*] (hereinafter called "the Procuring Entity") in the sum of …… (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ___day of _____ 20 __.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:

a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Principal; or

b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers ("ITT") of the Procuring Entity's Tendering document.

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

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii)twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

_____	_____
[Date]	*[Signature of the Guarantor]*
_____	_____
[Witness]	*[Seal]*

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

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FORM OF TENDER - SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....*[date (as day, month and year)]*

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

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

To:.....*[complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date],* if we are in breach of our obligation(s) under the Tender conditions, because we:

a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or

b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer* _____

_____Name of the person duly authorized to sign the Tender on behalf

of the Tenderer** _____

_____Title of the person signing the Tender_____

_____ Signature of the person named above_____

_____ Date signed _____day of_____,

*: In the case of the Tender submitted by 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 attached to the Tender

[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.]

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QUALIFICATION FORMS

2. FOREIGN TENDERERS 40% RULE

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

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

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3. FORM EQU: EQUIPMENT

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

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FORM PER-1 Tenderer's/Contractor's

Representative and Key Personnel Schedule

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

Tenderer's/Contractor' Representative and Key Personnel.

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

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	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g. attach high level Gantt chart*]

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FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel. Name of Tenderer_____

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

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

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

Declaration

I, the undersigned..... *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's*

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

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

a) be taken into consideration during Tender evaluation;

b) result in my disqualification from participating in the Tender;

c) result in my dismissal from the contract.

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

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature:

Date: (day month year):

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TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

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

6. FORM EL I -1.1

Tenderer Information Form

Date:_____

ITT No. and title:_____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: *[indicate country of Constitution]*
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing: • Legal and financial autonomy • Operation under commercial law • 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.

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7. FORM ELI - 1.2

Tenderer's JV Information Form

(to be completed for each member of Tenderer's JV)

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

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8. FORM CON -2

Historical Contract Non-Performance, Pending Litigation and Litigation

History. Tenderer's Name: _____

Date:_____

JV Member's Name__ ITT No. and title:_____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. ☐ Contract(s) not performed since 1st January *[insert year]* specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3. ☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute:	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute:	

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		Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**

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

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9. FORM FIN –3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

6.4.1. Financial Data

Type of Financial information in _____ (currency)	**Historic information for previous _____ *years,* _____ (amount in currency, currency, exchange rate*, USD equivalent)**				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

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15. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

Financial documents

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

a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

b) Be independently audited or certified in accordance with local legislation.

c) Be complete, including all notes to the financial statements.

d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements[3] for the years required above; and complying with the requirements

[3] *If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.*

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16. FORM FIN –3.2:

Average Annual Construction Turnover

Tenderer's Name:_____

Date:_____

JV Member's Name___ ITT No. and title:_____

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

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

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17. FORM FIN -3.3:

Financial Resources

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

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

18. FORM FIN -3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

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

19. FORM EXP - 4.1

General Relevant Work Experience

Tenderer's Name: _____

Date:_____

JV Member's Name_____

ITT No. and title: _____

Page_____ of_____pages

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

20. FORM EXP - 4.2 (a)

Specific Work and Management Experience

Tenderer's Name:_____

Date:_____

JV Member's Name___ ITT No. and title:_____

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			**Kenya Shilling**	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				

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3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

21. FORMEXP- 4.2 (b)

Work Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name[4] (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One:

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

2. Activity No. Two

3......

[4] *If applicable*

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SCHEDULE FORMS

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

1. Priced Activity Schedule

A. FINANCIAL SUMMARY – COMPREHENSIVE PREVENTIVE MAINTENANCE OF KISUMU DATA CENTER FOR CENTRAL BANK OF KENYA

Item No.	Item Description		QTY	Amount (Kes)-Quarterly Service Fee	Amount (Kes)-Annual Service Fee	Amount (Kes)-Service Fee for three years
1.	**Data Centre Power Systems, Busbars, Electrical cabling and Switch Gears**					
	Main LV Board (Specialized Power Services) 415/240Vac,50Hz 3Ph+N+E -Rated Voltage 500V Rated current of assembly 1000A complete with indicator lamps		1No.			
	E+I Engineering Busbar Feeders each rated at 160 A with single phase and three phase tap off boxes).		6No			
2.	Uninterruptible Power Supply (UPS)- 400kVA rack Frame, loaded with 100kW modules		2No			
3.	12V, 200Ah Maintenance Free VRLA UPS batteries (*Confirm Dimensions)		88No			
4.	NTI Environmental Monitoring System (EMS)		1No.			
	HVAC Complete with Outdoor Units					
5.	35kW Stulz InRow		4No.			
	25kW, InRow Stulz		2No.			
	30kW Down flow Stulz		1No.			
	13.1kW Stulz MinSpace EC		2No.			
	26k BTU Trane		2No			
	13kW Hisense AUF 48HTR6SDMPA Floor Standing Air Conditioner		1No.			
6.	Novec 1230 Fire Detection, suppression and Water Leak Detection	Smoke detectors	20 No			
		Gas cylinders (142 litres)	3 No			
7.	Fire Suppression Main Panel		1No.			
8.	Fire Suppression Main Panel Battery		1No.			
9.	Lighting Systems at Data Centre and Power Utility rooms		Lot			
10.	Isoflex Compact Bergvik Raised Floor		154 Sqm			
11.	Panduit Fiber Runners and Wire Grid (Length: Wire Grid)		30 Meters			
12.	Andreu Security Doors		6 No			

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Item No.	Item Description		QTY	Amount (Kes)- Quarterly Service Fee	Amount (Kes)- Annual Service Fee	Amount (Kes)- Service Fee for three years
13.	Isoflex Compact Bergvik Structural Ceiling		212 Sqm			
14.	Labelling		Lot			
15.	Rack Biometric Access System		20 No			
16.	Data Centre Cleaning	White Space	142 Sqm			
		Telco room	12 Sqm			
		DC Power room	58 Sqm			
		LV Room/ Utility Room	113 Sqm			
		Staging Area	35 Sqm			
Subtotal (1-16)						
0.03% PPRA Capacity Building Levy on Sub-total above						
16% VAT						
Total (Inclusive of PPRA levy and 16% VAT) to be transferred to the Form of Tender						

NB: The quoted service fee shall be inclusive of all labour, materials, consumables, replacement parts and emergency response required under GR07, save for the items excluded under GR09. Bidders are required to quote for all items to qualify. Incomplete bids shall be rejected.

M/s _____ hereby submit our tender for the above specified works amounting to Kes._____ per Annum and Total of Kes. _____ For Three Years (In words) Kenya Shillings _____

B. Schedule of Rates – Supply and Installation of Excluded Items "as and when" required

Bidders are required to quote firm unit rates for the supply and installation of the items excluded from comprehensive cover under GR09. These rates apply only to excluded items; parts falling within the comprehensive cover under GR07 are not chargeable. Spare Parts Responsibility

Item No	Name/ Part	Unit Price (Kes) VAT and installation inclusive
Cooling Spare Parts		
1.	Compressor	
2.	Stulz Controller, C7000	
3.	Display	
4.	Electronic Expansion Valve	
5.	Contactor	
6.	Phase Monitoring Relay	
7.	Pressure Switch	
8.	Condenser Fan Motor	
9.	Evaporator Fan Motor	
10.	Sunction Valve	
11.	Circuit Breaker 20A	
12.	Circuit Breaker 30A	
13.	Control switches (HP)	
14.	Control switches (LP)	
15.	Power Switch	
16.	Air Filter 900x260x47 G4	
17.	Sealed Filter Dryer DML 084 1/2" flare nipple	
18.	EVD Evolution Driver	
19.	Electronic expansion valve drive	

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Item No	Name/ Part	Unit Price (Kes) VAT and installation inclusive
20.	EC Motor	
21.	Solenoid Controller Valve	
22.	Transformer Power IN 415-50HZ power out 24o/24/12/06 AC	
23.	Transformer	
24.	Phase failure relay	
25.	Phase Monitoring Relay	
26.	3 phase monitors	
27.	Sensor (Temp & Humidity)	
28.	HP Switch	
29.	LP Switch	
30.	Gasket union	
31.	Customer Interface	
32.	Condenser Fan Speed Control Switch	
33.	Condenser Fan	
34.	Control Fuses	
35.	Refrigerant R410a per kg	
36.	Communication Cable Card	
37.	Data Communication input/BMS Out-Bacnet	
38.	Air filter 900x 460 x 47 G4	
39.	R410 Refrigerant gas per Kg	
40.	Thermistor	
41.	Thermostat	
42.	Solenoid valve	
43.	Suction valve	
44.	Electronic expansion valve motor	
45.	Controller and display panel	
46.	Evaporator fans	
47.	Electronic expansion valve (EEV)	
48.	Refrigerant Gas R407A (per Kg)	
49.	Air Filter 900 x 460 x 47 G4	
50.	Filter drier DML 165 5/8" Bördel	
51.	Air filter 1050 x 398 x 47 G4	
52.	Air filter 1050 x 453 x 47 G4	
53.	Filter mat 841 x 570 x 22 G4	
54.	Expansions valve E3V45SSR10 18-22mm	
55.	Evaporator for CRL 361	
56.	Expansions valve E2V30BSM 16 -16mm	
57.	Condenser fan- Güntner VT3144U.1	
58.	Provision of standby (Hire) air conditioning unit (25KW)	
UPS and Batteries Spare Parts		
59.	APM 400k Top Fan Kit	
60.	Circuit breaker 10A	
61.	Fan, AC, 50/60Hz, 0.56/0.72A, 120/166W, 2745/3115r/min, 3µF, 450VAC, IR: 70/55°C 5	
62.	2745/3115r/min, 3µF, 450VAC, IR: 70/55°C	
63.	Function Module, APM 0600kTK16FN01Z9, 50kVA Power Module (Assembled at Site), PM50-B	
64.	Industrial sockets complete Single phase	

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Item No	Name/ Part	Unit Price (Kes) VAT and installation inclusive
65.	Industrial sockets complete Three Phase	
66.	Cables per metre 3 core 2.5mm2	
67.	Cables per metre 4 core 4mm^2	
68.	PCB Boards	
69.	Power Backplane	
70.	Indicator Lamps	
71.	Sealed Lead Acid (VRLA) 12V 200AH Battery	
72.	Battery Cables and Connectors	
73.	50kW UPS Module	
Rack Biometric Access System		
74.	Fingerprint door controller COSEC PATH DCFE	
75.	Rack Biometric Access Server	
Lighting and Electrical Items		
76.	LED Lighting Fixtures	
77.	LED Lighting Panel Power Driver	
78.	LED Lighting Panel	
79.	LED Lighting Panel (1158x578) mm	
80.	LED Lighting Panel (578x578) mm	
81.	Additional Power tap-off feeder boxes	
82.	400A MCCB	
Fire Suppression and Detection		
83.	Refilling of 142L Argon Gas Cylinder	
84.	Refill of 2L Nitrogen Cartridge	
85.	Addressable gas extinguishing control panel	
86.	Addressable photoelectric smoke detectors	
87.	Electronic sounder c/w Flasher unit	
88.	Flexible discharge hoses	
89.	Radial Discharge Nozzles	
90.	Fire Suppression Beacon	
91.	Fire Suppression Nozzles	
92.	Fire Alarm Sounder	
93.	Fire Suppression Main Panel	
94.	Fire Suppression Main Panel battery	
95.	Low Smoke Detector Sensor	
96.	Piezo Siren, 108 dB	
97.	Alarm Beacon - Large: 3.94x3.46 in (100x88 mm)	
Raised Access Floor, Paint Works and Ceiling		
98.	Raised Floor Tile (Bergvik)	
99.	Ceiling panels/ tiles per sqm	
100.	Floor Tiling per sqm	
101.	Wall Tiling per sqm	
102.	Paint Works per sqm (Ceiling)	
103.	Paint Works per sqm (wall)	
Environmental Monitoring System Spare Parts		
104.	Enviromux 16DD unit	
105.7	Temperature/Humidity/Dew Point Sensor	
106.7	Spot Liquid Detector, Point Leak Detection	
107.7	Sensor	

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Item No	Name/ Part	Unit Price (Kes) VAT and installation inclusive
108.7	Door Contact Sensor	

Note:

1. *Bidders are required to expand the list to include any further items that may be required during the contract period which falls outside the comprehensive cover.*
2. *The unit prices of spare parts shall be inclusive of VAT and the cost of installation (labour) on a required basis.*
3. *The spare parts quoted for replacement MUST be original spares as per the OEM's requirements and specifications.*

C. Emergency Response (included in the comprehensive service fee)

Item Description	*Unit cost VAT Incl. (Kes)*
Emergency response at Kisumu Data Centre – unlimited calls	*Included in the comprehensive quarterly service fee*

Note: Emergency response is included in the comprehensive quarterly service fee quoted under Schedule A and shall not be separately chargeable. Bidders shall guarantee a one (1) hour emergency response time at the CBK Kisumu Data Centre, provided by the resident personnel required under GR10, and shall submit the names and contact numbers of at least two (2) engineers or technicians who will be on call. The service fee shall be deemed inclusive of transport to site, labour, accommodation, allowances and VAT for emergency attendance, on an "as and when required" basis throughout the contract period.

D. Payment schedule /Milestone

- *The payment shall be executed on quarterly basis upon satisfactory completion of preventive maintenance of the equipment and presentation of duly signed and stamped service report.*
- *Payment for emergency response per call shall be executed upon completion of the emergency issue and presentation of duly signed emergency service report. (•Payment for unlimited emergency response shall be inclusive in the quarterly payments of preventive maintenance service and executed upon completion of the emergency issue and presentation of duly signed emergency service report)*
- *Payment of spares parts shall be made upon replacement of the parts (which are not consumable parts as provided in the contract) and presentation of duly signed delivery and Inspection and acceptance report including service reports/ Job cards.*

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1. Method Statement

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

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4. OTHERS – TIME SCHEDULE

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

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5. 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 Tenderer Information Form]

1) For the attention of Tenderer's Authorized Representative Name: .....*[insert Authorized Representative's name]*

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

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

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.]

DATEOFTRANSMISSION: This Notification is sent by: [*email/fax*] on [*date*] (local time)

Procuring Entity: .....*[insert the name of the Procuring Entity]*

Contract title: .....*[insert the name of the contract]*

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: a)

Request a debriefing in relation to the evaluation of your Tender, and/or

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

(i) The successful Tenderer

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

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

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

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2) How to request a debriefing.

DEADLINE: The deadline to request a debriefing expires at midnight on [*insert date*] (local time). You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

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

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

Title/position: .....*[insert title/position]*

Agency: .....*[insert name of Procuring Entity]*

Email address: .....*[insert email address]*

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

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

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

3) How to make a complaint?

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

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

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

Title/position: .....*[insert title/position]*

Agency: ..... *[insert name of Procuring Entity]*

Email address: ..... *[insert email address]*

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

In summary, there are four essential requirements:

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

complaints@ppra.go.ke or info@ppra.go.ke or

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4) Standstill Period

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

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

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

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

Signature: _____

Name: _____

_____

Title/position: _____

Telephone: _____

Email: _____

2. Request for Review

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……. OF…….….20…….. BETWEEN

……...……. APPLICANT

AND

……RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity of ……dated the…day of …….20…….in the matter of Tender No……...…of ……...20….. for .....(Tender description).

REQUEST FOR REVIEW

I/We……, the above named Applicant(s), of address: Physical address……. P. O. Box No……. Tel. No……...Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely:

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

SIGNED ……. (Applicant) Dated on……. day of ……/…20……

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……....20….……

SIGNED

Board Secretary

3. LETTER OF AWARD

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

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

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

Please return the attached Contract dully signed Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

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

LUMP-SUMREMUNERATION

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

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

WHEREAS

a) the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General
Conditions of Contract attached to this Contract (herein after called the "Services");

b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows: a) The Form of Acceptance;

b) The Service Provider's Tender

c) The Special Conditions of Contract;

d) The General Conditions of Contract;

e) The Specifications and the Priced Activity Schedule; and

f) The following Appendices: *[**Note**: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Subcontractors Appendix

D: Breakdown of Contract Price

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:

a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

b) The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Procuring*

_____

Entity] [Authorized Representative]

For and on behalf of *[name of Service*

_____

Provider] [Authorized Representative]

*[**Note**: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

_____

[name of member]

_____

[Authorized Representative]

_____

[name of member]

_____

[Authorized Representative]

PART 2 – CENTRAL BANK OF KENYA'S REQUIREMENTS

SECTION V – TENDER FOR PROCUREMENT OF MAINTENANCE & SUPPORT OF KISUMU DATA CENTER. TENDER REF. NO: - CBK/155/2024-2025

5.1.1 Background Information

This Scope of Work outlines the comprehensive maintenance requirements for the Central Bank of Kenya Kisumu Disaster Recovery Data Centre to ensure optimal performance, availability, safety, and compliance of all core infrastructure systems including power, cooling, security, fire suppression, environmental monitoring, and structural elements.

1. **General Requirements for Comprehensive maintenance of Data Centre support infrastructure**

Prospective bidders are required to confirm prerequisite requirements for comprehensive maintenance service of Data Centre Support infrastructure as outlined below.

Item No.	Description:	Compliance (YES/NO)
GR01	Contractor shall submit a complete project schedule covering all Preventive Maintenance activities.	
GR02	All Preventive Maintenance works must be conducted in accordance with OEM guidelines.	
GR03	Submission of mandatory pre-maintenance and post-maintenance checklists.	
GR04	Service Level Agreement (SLA) response timelines to be clearly defined and signed (Must Attach a detailed SLA).	
GR05	Contractor to maintain a PM logbook for each component/system.	
GR06	Ensure full compliance with the Central Bank of Kenya Change Control Process/ Runbooks prior to executing any shutdowns, whether for planned preventive maintenance or emergency interventions.	
GR07	Comprehensive cover – parts and labour. The contractor shall provide all labour, materials, consumables and replacement parts required to maintain, repair and restore all systems covered by this contract, at no additional cost to the Bank, save only for the items expressly excluded under GR09. This includes the topping up of refrigerant gas for the air conditioning equipment. Critical spare components shall be held in the contractor's store at Kisumu and fitted immediately as required. Where a component fails, the defective part shall be replaced within two (2) hours of the fault being reported.	
GR08	Schedule of rates for excluded items. Bidders shall complete the schedule of rates in Section B for the items excluded under GR09 only. Those items shall be supplied on an "as and when required" basis. The unit rates shall be inclusive of installation labour and VAT and shall remain firm for the duration of the contract. No item falling within the comprehensive cover under GR07 shall be charged against this schedule.	

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GR09	Exclusions from comprehensive cover. The following are excluded from GR07 and shall be chargeable at the rates in Section B: (i) replacement of UPS batteries; (ii) refilling of Novec 1230 cylinders following a discharge; (iii) repair of damage arising from causes outside the contractor's control, including lightning strike, flooding, vandalism, fire not attributable to the contractor, and utility power anomalies beyond the equipment's rated tolerance; and (iv) the standby generator and automatic transfer switch, which are maintained by the Bank under a separate contract. The contractor shall nonetheless report any observed defect on the generator or transfer switch to the Bank.	
GR10	Local presence at Kisumu. The contractor shall maintain, for the duration of the contract, a permanent presence at Kisumu comprising not fewer than two (2) qualified engineers or technicians resident within Kisumu County and a local store holding the critical spares required to meet the response and replacement times in GR07 and GR12. Bidders shall state in their bid the physical address of the Kisumu office and store, the names and qualifications of the resident personnel, and the list of spares to be held. The Bank reserves the right to inspect the premises and stock at any time during the contract.	
GR11	Insurance, safety and performance security. The contractor shall maintain for the duration of the contract public liability insurance, Work Injury Benefits Act (WIBA) cover for all personnel attending site, and insurance for the Bank's equipment while in the contractor's custody, and shall submit copies of the policies before commencement and on each renewal. All personnel shall be provided with appropriate personal protective equipment and shall observe the Bank's safety requirements. The successful bidder shall provide a performance security in the form and amount specified in the tender document before the contract takes effect.	
GR12	Service levels and remedies. Emergency response at site shall be within one (1) hour of the fault being reported, and defective parts shall be replaced within two (2) hours in accordance with GR07. Preventive maintenance shall be carried out quarterly in accordance with the agreed schedule. Where the contractor fails to meet a response, replacement or preventive maintenance obligation, the Bank shall be entitled to deduct liquidated damages at the rate set out in the Service Level Agreement from the quarterly service fee, without prejudice to any other remedy. Persistent failure shall constitute grounds for termination.	

2. Electrical Supply Maintenance Service Components

The bidders to confirm compliance for inspection, servicing, maintaining, troubleshooting and maintaining the following components at Kisumu Data Centre.

Service Components	**Maintenance Activity/ Guideline**	**Bidder's Response**	**Compliance (YES/NO)**
<u>Distribution Boards:</u> 1. Main LV Distribution	Undertake the following Routine Maintenance on the power systems and switch gears and distribution boards and prepare Inspection/ Service report for		

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Service Components	Maintenance Activity/ Guideline	Bidder's Response	Compliance (YES/NO)
Board 2. Main Split board 3. Mechanical board 4. UPS Input Boards 5. UPS Output Boards 6. Busbar & Accessories 7. Digital Meters	records/action as necessary The bidder is also expected to respond to ad-hoc emergency calls or incidences related to the power systems and switch gears from time to time as per SLA to be developed and signed with CBK **Intrusive inspection of Low-Voltage (LV) switchboards** Electrical Checks i) Check function of all power meters before shutting down. ii) Check function of lamps and indicators. iii) Inspect control wiring, relays, power supply units, timers, etc. where applicable. iv) Check electronic surge protection intact where installed. v) Verify control circuit fuse rating and continuity. vi) ACB maintenance withdrawable or fixed, check contacts, arc chutes secondary injection, etc. Mechanical Checks i. Inspect locking devices for signs of damage or worn. ii. Clean thoroughly, vacuum and full visual inspection of exterior and interior of all LV switchboards. Thermal Image survey: Carry out thermal image surveys Check and torque test bolted electrical connections as necessary to specified levels. Visual Checks i. Visual Inspection for signs of overheating or deterioration. ii. Final visual inspection to ensure all clear after work completed. iii. Inspection of all panels for paint work damage and signs of corrosion. iv. Check Battery tripping packs, battery integrity, terminals, signs of defects, etc. v. Thermal Scanning of all the connection and joints to detect any heating, lose **Non-Intrusive LV Switchboards and Switchgear** Electrical Checks i. Check function of all power meters before shutdown. ii. Check function of lamps and Indicators. iii. Visual Inspections of control wiring, relays, power supply units, timers and fuse carriers.		

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Service Components	Maintenance Activity/ Guideline	Bidder's Response	Compliance (YES/NO)
	iv. Check electronic surge protection is intact as installed. Mechanical Checks i. Inspect locking devices for signs of damage or worn. ii. Clean thoroughly, vacuum and full visual inspection of exterior only. Visual Checks i. Visual Inspection for signs of overheating or deterioration ii. Inspection of all panels for paint work damage and signs of corrosion. iii. Check battery tripping, battery integrity, signs of defects. Non-Intrusive Routine Maintenance Checks should be done three times every year (Quarterly) ACB Chassis i. Rack out ACB ii. Clean/Vacuum internal chassis. iii. Check operation of safety shutters closing. iv. Check shutter locking devises are intact. v. Check operation and position of contacts. vi. Operate padlocking system. Grease clusters as necessary ACB i. Check general condition of the device. ii. Clean with diluents Henkel 273471, Vacuum ACB. iii. Check filters clean/ vacuum arc-chutes. iv. Visual Check for contact wear. v. Check Auxiliary wiring Insulation. vi. Check ACB locking devices. vii. Open/close manually. viii. Charge the device manually. ix. Secondary injection with FFT kit, produce trip curve report. x. Check earth fault protection/earth leakage protection. xi. Grease disconnects contacts as necessary xii. MCCB trip test with report. Busbar & Accessories i. Visual inspection of all power bar runs. ii. Check Supports. iii. Check alignment, Straight runs, joint packs and directional change pieces.		

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Service Components	Maintenance Activity/ Guideline	Bidder's Response	Compliance (YES/NO)
	iv. Thermal image survey of complete runs. Meters i. Voltage Connections. ii. CT connections. MCCB checks i. Motor operator. ii. Under Voltage release iii. Power Supply unit iv. Control relays v. Fuse and fuse holders. The above tests for ACB and MCCB's to be undertaken once a year **NB:** The bid should contain framework prices for replacing failed components such as breakers.		

3. Uninterruptible Power Supply (UPS) Systems and Batteries

The bidders are required to confirm compliance to inspection, servicing, maintaining, troubleshooting and repairing the following components and associated infrastructure at Kisumu Data Centre.

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
2No. Modular rack 400KVA- loaded with 3 no. 50Kw APM modules on each UPS. Battery Bank 1- 44 200AH batteries.	Bidders are required to confirm physical state of equipment including make/model type prior to pricing Undertake the following Routine Maintenance on the UPS systems and batteries and prepare inspection/ service reports for records/ necessary actions. The bidder is also expected to respond to ad-hoc emergency calls or incidences related to the UPS units and batteries from time to time as per SLA to be developed and signed with the Bank.		

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Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Battery Bank 2- 44 200 AH batteries	During a preventive maintenance the field service engineer will carry out the following checks: i. Status and function check of UPS and batteries ii. UPS and batteries visual inspection (dust, mechanical damages) iii. Visual inspection of screws and cable connections iv. Check and remediation of air ventilation and room temperature v. Check the operation and functions for: commutations, remote monitoring and Signalling vi. Measure and record the Current, voltage and frequencies vii. Measure and record the current load conditions vii. Check and record the load sharing (in parallel systems) viii. Check, record and report Battery voltage. ix. Conduct and record Battery discharge tests x. Check and record transfer of the load from UPS to mains operation via bypass panels xi. Perform unit cleaning for the UPS system components.		

4. Heating, Ventilation and Air Conditioning (HVAC)

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Air - Conditioning Equipment 6No. In-row Precision Air- conditioning Equipment 'DX' type 35, 25, 21 KW Cooling capacity as manufactured by 'Stulz' 2No. Mini-Space Air-conditioning Equipment 'DX' type 13.1 KW	Bidders are required to confirm physical state of equipment including make/model type prior to pricing Undertake the following Routine Maintenance on the Air-Conditioning Equipment every three months (quarterly) and prepare an Inspection/ Service report for records and action as necessary. The bidder is also expected to respond to ad-hoc emergency calls or incidences related to the Air Conditioning units from time to time as per SLA to be developed and signed with CBK.		

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Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
cooling capacity as manufactured by 'Stulz' 1No. Stulz Air Conditioning unit at Utility room 1 No. Hisense AUF- 48HTR6SDMPA Floor Standing Air Conditioner (13000W Cooling capacity,13500W Heating Capacity).	**INDOOR PART** **General Inspection** i. Check visible mechanical damage to Equipment ii. Visual Inspection for General wear and Tear to equipment iii. Inhibit rust by prime and touch up matching paint, Change Filters **Electrical Inspection** i. Check main power supply voltage ii. Check tightness of electrical terminals iii. Check for hotspots/discoloration of electrical cables iv. Check amperage are as per design **Refrigeration** Compare the following with Commissioning records: i. Suction, Liquid and Discharge Pressures ii. Refrigeration system temperatures, suction, liquid and Discharge. Record Superheat and Subcool Temperatures iii. Check each circuit sight glass for dryness and bubbles for indication of leaks iii. Ensure head pressure control is maintained iv. Record detail of F-Gas record and replace when required. v. Check compressor oil level and replace when required. vi. Check pressure relief valves and replace as required vii. Replacement of all defective parts including fans, belts, compressors, condensate pumps and all types of filters. **Controls** Change controller batteries once a year **OUTDOOR PART** Fan and Motor Assembly i. Check fan and motor assembly for lateral and end play in the bearings		

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Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
	ii. Check electrical gland plate to ensure no water is entering the motor iii. Fan blades for damage and corrosion Refrigeration Circuit i. Visually examine pipework and components for damage, wear, tear and oil patches ii. Ensure that the fan head pressure controller is controlling the head pressure at the required pressure iii. Check refrigeration connectors with a leak detector Condenser Coil i. Clean the condenser coil using appropriate cleaners Cabinet i. Clean the cabinet using appropriate cleaners ii. Treat any damaged part as appropriate Electrical i. Check all electrical connections for arching or overheating		

5. Fire Detection and alarm Systems

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
An Intelligent Addressable Fire Alarm Control Panel connected to; 24 No. Smoke Detectors. 3 No. Beacon and Sounder. 2 No. Manual Release Switch	Undertake the following Routine Maintenance on the Fire Detection System every three months (quarterly) and prepare an Inspection/ Service report for records; The bidder is also expected to respond to ad-hoc emergency calls or incidences related to the fire detection and suppression from time to time as per SLA to be developed and signed with CBK. - Clean detectors to maintain operational sensitivity Visual check Main Fire Alarm Panel i. Zones properly indicated and marked. ii. Devices properly indicated and marked. iii. Power Indicator lamp Operational. iv. Panel clear from trouble indicators.		

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Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
	v. Lamp Test vi. Test alarm sounders, strobes and control panel functions **System Demonstration** Confirm the following: i. Fire location lamp on main panel operates correctly. ii. Bells and buzzers operates correctly. iii. Bells and buzzers audibility. iv. Monitoring company notified Fire station annunciator v. Panel Indicates proper zone or location. vi. System back online No Problems indicated on panels.		

6. Fire Suppression Systems

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Fire Suppression Systems	Undertake the following Routine Maintenance checks on the Fire Suppression System every three months (quarterly) and prepare an Inspection/ Service report for records and action as necessary. Visual Check i. Check container and discharge equipment for physical damage, deterioration and corrosion. ii. Check support/ mounting brackets, piping nozzles, valves for wear and corrosion. iii. Inspect tubing to ensure no abrasion and free of obstructions. iv. Check cylinder pressure gauge to recommended requirements and physical conditions. v. Check ventilation system. vi. Verify weight of agent in container matches the agent weight stamped on the label. vii. Undertake a simulation/ actuator testing for discharge with cylinder disconnected then rearm the system to ensure that all activation and control mechanism are functional. viii. Check batteries and replace where necessary.		

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7. NTI Environmental Monitoring System (EMS)

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Environmental Monitoring System	Undertake the following Routine Maintenance checks on the Environmental Monitoring System (EMS) every three months (quarterly) and prepare an Inspection/ Service report for records and action as necessary. Visual Check - Carry out physical inspection of wiring, terminatios and communication cables and rectify/ replace as necessary - Calibrate temperature and humidity sensors to ensure accurate readings - Check functional test for smoke sensors integration - Verify and update firmware on EMS controller - Service the EMS at DC and power room and ensure working. Recommend upgrade as necessary		

8. Raised Access Floor

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Raised Floor	Make sure that the raised access flooring panels are always clean and grid alignment tight and straight to ensure its structural integrity. Fix and cut whenever required - Check underfloor plenum for dust, debris or airflow blockage. Clean the underfloor as necessary - Clean Floor surface (Machine Scrub if necessary). - Inspect floor panels for cracks, deformation of delamination and recommend replacement - Assess load-bearing capacity to ensure no overloading risks. Confirm the floor panels are level and properly seated		

9. Ceiling Panels, Walls and Paint Works

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Ceiling Panels	Make sure that ceiling grid is always in sync with the grid numbering, and in line with raised floor tiles. - Replace tidy and worn-out ceiling panels - Inspect ceiling boards/ panels for sagging, cracks, warping or misalignment and rectify as necessary - Ensure structural integrity of the ceiling grid, ceiling panels and replace as necessary		

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	- Check for water stains, discoloration, or damp areas that may indicate leaks and issue a report for action as necessary - Inspect walls and ceilings for peeling, stains, bubbling, cracking or chipping paint and recommend remedial actions as necessary		

10. Lighting Systems at Data Centre and Power Utility rooms

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Lighting System	Make sure that lighting of the Data Centre and associated power rooms are well lit. - check and clean all lights for proper illumination - Replace faulty light panels/ fittings and lighting sensors/ controllers. Tighten any loose connection - Ensure lighting systems have dual powered supplies and automated to light only when there is human activity		

11. Security Doors

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Security Doors 6No. Andreu Security Doors	Make sure that Security Doors at the Data Centre and associated power rooms are functional. - Check lock/ unlock functionality of electronic and mechanical components - Check and verify authentication through card reader or biometric systems and validate access control system integration - Inspect door alignment, hinges and frame conditions and issue a report - Check door sensors and alarms for proper operation - Lubricate mechanical hinges and locking mechanisms - Test and recalibrate door closing speed and latch alignment - Check floor and wall tile and recommend appropriate action		

12. Labelling

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Labelling	Make sure that labelling are correct and appropriate - Check and replace worn or damaged labels on equipment as necessary. - Introduce new labels whenever there are changes and update appropriately as build drawings		

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13. Rack Biometric Access System

Components	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Rack Biometric Access System	- Clean all readers and ensure they are authenticating all stored users - Check biometric readers and cables for physical damage, malfunction or wear and report for action as necessary - Ensure all components, door contacts, sensors and alarms are securely mounted, check for stability and adjust if needed. - Check for physical damage, such as cracks or loose parts, and fix them promptly. - Ensure firmware and software are up to date and the server is functional. Recommend replacement/ upgrade as necessary		

14. Data Centre Cleaning

Component	Minimum Maintenance guideline	Bidder's Response	Compliance (YES/NO)
Data Centre Cleaning: - DC White Space - Telco Room - DC Power Room - Staging Area - LV Room/ Utility Room	- Clean accessible horizontal surfaces. Wiping of the surfaces using anti-static, non-abrasive materials. - Ensure no loose debris can recirculate into the cooling systems or equipment - Ensure enhanced environmental cleanliness aligned to Data Centre best practises		

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PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

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SECTION VIII - GENERAL CONDITIONS OF CONTRACT

1. General Provisions

1.1 Definitions

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

a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.

b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;

d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Procuring Entity

e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause1of such signed Contract;

f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

g) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.

h) "Procuring Entity" means the Procuring Entity or party who employs the Service Provider

i) "Foreign Currency" means any currency other than the currency of Kenya;

j) "GCC" means these General Conditions of Contract;

k) "Government" means the Government of Kenya;

l) "Local Currency" means Kenya shilling;

m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;

n) "Party" means the Procuring Entity or the Service Provider, as the case may be, and "Parties" means both of them;

o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

p) "Service Provider" is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;

q) "Service Provider's Tender" means the completed Tendering Document submitted by the Service Provider to the Procuring Entity

r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented.

s) "Specifications" means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity

t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.

u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;

v) "Public Procurement Regulatory Authority (PPRA)" shall mean the Government Agency responsible for oversight of public procurement.

w) "Project Manager" shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.

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x) "Notice of Dissatisfaction" means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the PPRA

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

1.8 Taxes and Duties

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

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

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

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2.3 Intended Completion Date

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

2.4 Modification

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

2.5 Value Engineering

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

a) The proposed change(s), and a description of the difference to the existing contract requirements;

b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and

c) a description of any effect(s) of the change on performance/functionality.

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

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

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

a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the **SCC** of the reduction in the Contract Price; or

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

2.6 Force Majeure

2.6.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.6.2 No Breach of Contract

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

2.6.3 Extension of Time

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

2.6.5 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed

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for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.7 Termination

2.7.1 By Procuring Entity

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

a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;

b) If the Service Provider become insolvent or bankrupt;

c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.7.2 By the Service Provider

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

a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Payment upon Termination

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

a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.

b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole

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

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

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

3.2.3 Prohibition of Conflicting Activities

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

a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;

b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

c) after the termination of this Contract, such other activities as may be **specified in the SCC.**

3.3 Confidentiality

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

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

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

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

a) Entering into a subcontract for the performance of any part of the Services,

b) appointing such members of the Personnel not listed by name

c) changing the Program of activities; and

d) any other action that may be **specified in the SCC.**

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents **3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity**

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

3.8 Liquidated Damages

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3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

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

3.8.3 Lack of performance penalty

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

3.9 Performance Security

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

3.10 Fraud and Corruption

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

3.11 Sustainable Procurement

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

4. Service Provider's Personnel

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.

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c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Procuring Entity

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Schedule 1

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

6.1.1 The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Schedule 1 Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses 2.4 and 6.3.

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

6.2 Contract Price

a) The price payable is **set forth in the SCC.**

b) No price will be payable in foreign currency.

6.3 Payment for Additional Services, and Performance Incentive Compensation

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

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

6.4 Terms and Conditions of Payment

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

6.5 Interest on Delayed Payments

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

6.6 Price Adjustment

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

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

Where:

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

A_c, B_c and C_c are coefficients specified in the **SCC**, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

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

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency "c".

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

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

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and Lack of Performance Penalty

a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

b) Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.

c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this

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amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amended to read as follows:

a. The parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to this Agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed.

b. Any disputes between the parties arising out of or in connection with this Agree, which cannot be settled amicably shall proceed to the Courts of Law in Kenya. The Courts of Law in Kenya shall have exclusive jurisdiction to resolve all disputes arising herein.

8.2 Amicable Settlement

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

9. The Adjudicator

9.1. Should the Adjudicator resign or die or should the Procuring Entity and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Procuring Entity and the Service Provider. In case of disagreement between the Procuring Entity and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC,** together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to court within the above 28 days, the Adjudicator's decision will be final and binding.

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SECTION IX - SPECIAL CONDITIONS OF CONTRACT

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

Number of GC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
1.1(a)	The Adjudicator is: ***N/A***
1.1(w)	Project Manager is **Director, Information Technology Department, Central Bank of Kenya** ***Division***
1.1(e)	The contract name is***: Comprehensive Maintenance of Kisumu Data Centre Support Infrastructure Including Cleaning for Central Bank of Kenya for a Period of Three (3) Years***
1.1(h)	The Procuring Entity is ***Central Bank of Kenya***
1.1(p)	The Service Provider is
1.1(w)	**Director, Information Technology Department, Central Bank of Kenya**
1.1(x)	"**Business Continuity**" refers to Provider's documented plans and Procedures to maintain essential business functions and minimize service disruptions during and after a significant business disruption.
1.4	The addresses are: Procuring Entity: ***Central Bank of Kenya*** Attention: ***Director, Information Technology Deapartment*** ***P.O Box 60000-00200*** ***Nairobi, Kenya*** ***supplies@centralbank.go.ke*** The supplier's address shall be: Director:
1.6	The Authorized Representatives are: For the Procuring Entity: ***Director, Information Technology Department, Central Bank of Kenya*** For the Service Provider:
2.1	The date on which this Contract shall come into effect is : **To be Stated in the contract**
2.2.2	The Starting Date for the commencement of Services is : **To be Stated in the contract**
2.3	The Intended Completion Date is: **To be Stated in the contract**
2.4	Amend to read "Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made through written agreement executed by the Authorized Representative."
2.5.3	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Service Provider shall be _50__% (insert appropriate percentage. The percentage is normally up to 50%) of the reduction in the Contract Price. ***N/A***
2.6.1	Amended to read i. In this Clause, "Force Majeure" means an exceptional event or circumstance: a) Which is beyond a Party's control, b) Which such Party could not reasonably have provided against before entering into the Contract, c) which, having arisen, such Party could not reasonably have avoided or over

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	come, and d) which is not substantially attributable to the other Party. ii. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, c) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel, d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as maybe attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity. f) Pandemic and epidemic *iii. Notice of Force Majeure* If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure. The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them. Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.
2.6.5	Amend and replace with the following, In the event of a force majeure, after end of the notice period, the Procuring Entity shall, i) Terminate the contract in the event the contract becomes frustrated and pay the service provider for the goods delivered, work done and or the services rendered ii) Suspend the implementation of the contractual obligations. During this period, the service provider is not entitled to payment.
2.7.1(e)	**Termination by the Procuring Entity** The Procuring Entity may terminate this contract for convenience by giving the Service Provider thirty (30) days written notice. ***i) The Procuring Entity may terminate this contract by giving the Service Provider thirty (30) days written notice.*** **ii)*Failure to comply with SCC. 10.1. Additional obligations of Service Provider*.**
3.1	Introduce the following Clause: Business Continuity a. The Contractor shall maintain an up-to-date Business Continuity Plan (BCP) and Disaster Recovery Plan (DRP) to ensure the continued performance of its obligations under this Contract. These plans shall be reviewed and tested regularly to ensure their

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	effectiveness in mitigating risks and minimizing disruptions. b. In the event of a material service disruption, the Provider shall notify the Procuring Entity **within eight (8) hours** of becoming aware of the disruption. The notification shall include: • A description of the disruption and its potential impact; • The estimated timeframe for service restoration; and • Regular updates on the recovery progress until full resolution is achieved **Additional Obligations are provided in Appendix A**
3.2.3(c)	Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: ***a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract.*** ***b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract.***
3.3	Confidentiality delete and Replaced the Clause to read: i. The Bank acknowledges the confidential nature of any information which may be disclosed to or otherwise come into the possession of the service provider, or its employees, in any manner directly or indirectly arising from the conclusion or performance of this Contract. ii. The Service provider shall not divulge such information to any person nor permit such to be communicated among its employees, agents or sub-contractors save to the extent that is necessary for the performance of this Contract, without The Bank's prior written consent. The Service provider shall obtain from any employee, agent or sub-contractor to whom any such information is to be disclosed or who may in any manner obtain access to such information, an appropriate undertaking in terms no less binding upon such person as the terms of this clause. iii. Confidential information means all information (whether commercial, financial, technical or otherwise) relating to the disclosing party, its sub-contractors, other customers and Service providers disclosed to or otherwise obtained by the recipient party under or in connection with this Contract and which is designated as being confidential or which is by its nature clearly confidential. iv. This obligation in this clause shall not apply to any Confidential Information: • In the recipient's possession (with full right to disclose) before receiving it; or Which is, or becomes, public knowledge other than by breach of this clause; or • Is independently developed by the recipient without access to or use of the Confidential information; or • Is lawfully received from a third party with full right to disclose. This Confidentiality clause shall continue in force notwithstanding the termination of this Contract for any reason.
3.4	The risks and coverage by insurance shall be:

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(i) Third Party motor vehicle _____ (ii) Third Party liability WIBA_____ (iii) Procuring Entity's liability and workers' compensation _____ (iv) Loss or damage to equipment and property _____
3.5(a)	Amend clause by deleting and replacing with: **Assignment, Subcontracting and Re-Structuring Clause** i. Neither Party may assign or otherwise dispose of this Agreement or any interest hereunder except with the prior written consent of the other. Further, in the event that the Procuring Entity wishes to assign this Agreement to any Third Party, the Contractor agrees that it shall not unreasonably withhold or delay its consent to such assignment or novation and that it shall only be entitled to recover from the Bank any reasonable legal costs incurred by it as a direct result of such assignment or novation. ii. The Contractor may not subcontract the performance of its obligations under this Agreement without the Procuring Entity's prior written consent. Where the Procuring Entity consents to a sub-contracting the Contractor will remain responsible for all the acts and omissions of the subcontractors as fully as if they were the acts and omissions of the Contractor or its employees or agents. The Contractor will be The Procuring Entity's point of contact for the Services. The Contractor shall be liable for all taxes, expenses, costs and liabilities arising as a result of any subcontracting of the Services.
3.5(d)	***The other actions are The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:*** ***a) entering into a subcontract for the performance of any part of the Services,*** ***b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),*** ***c) changing the Program of activities; and***
3.6	***The service provider shall provide a maintenance report after every maintenance activity. In addition, the service provider shall provide quarterly reports on the performance of the contract and make recommendations for improvement in service delivery.***
3.7	***Restrictions on the use of documents prepared by the Service Provider are:*** • ***All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and*** • ***the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof.*** • ***The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall require prior approval in writing.***

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.8.1	The liquidated damages rate is *0.05%* per day N/A The maximum amount of liquidated damages for the whole contract is *10%* percent of the final Contract Price. N/A
3.8.3	The percentage *5%* to be used for the calculation of Lack of performance Penalty(ies) is *5%*
3.11	
5.1	The assistance and exemptions provided to the Service Provider are: a) Provide the service provider and its personnel such access to the banks sites as is reasonably necessary b) Provide information ……. c) Availing of space for storage of materials and equipment upon request by the service provider
5.3	Amend by replacing Appendix F with Appendix E
6.2(a)	***To be stated in the contract***
6.3.2	The performance incentive paid to the Service Provider shall be N/A
6.4	Payments shall be made according to the schedule in Appendix B: • Advance for Mobilization, Materials and Supplies: N/A percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. N/A • Progress payments in accordance with the milestones established as follows, subject to certification by the Procuring Entity, that the Services have been rendered satisfactorily, pursuant to the performance indicators: (indicate milestone and/or percentage) N/A (indicate milestone and/or percentage) N/A and (indicate milestone and/or percentage) N/A Should the certification not be provided or refused in writing by the Procuring Entity within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date. N/A • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. N/A • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized. N/A
6.4	Payment shall be made within thirty (***30) days*** of receipt and the certification of the invoice.
6.5	N/A
6.6	N/A
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: The Defects Liability Period is **N/A**

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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.0	Settlement of Disputes ***Amended to read as follows:*** ***c. The parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to this Agreement and may not initiate any further proceedings until either party has, by written notice to the other, declared that such negotiations have failed.*** ***d. Any disputes between the parties arising out of or in connection with this Agree, which cannot be settled amicably shall proceed to the Courts of Law in Kenya. The Courts of Law in Kenya shall have exclusive jurisdiction to resolve all disputes arising herein.***
9.0	The designated Appointing Authority for a new Adjudicator is **N/A**
10	Add Clause on: Data Protection a. The Service Provider acknowledges that this Agreement may involve the processing of personal data. The Parties shall handle such personal data in accordance with the Data Protection Act (No. 4 of 2019 Laws of Kenya) and any applicable laws, regulations, and other legal requirements relating to; i. privacy and data security; and ii. the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any personal data. b. The Parties shall process personal data in accordance with the Data Processing Agreement between the Parties as provided in Appendix B [“Data Processing Agreement”]. c. The Parties agree to be bound by the terms of the Data Processing Agreement in connection with the processing of personal data under this Agreement. d. Without prejudice to any clauses in this Agreement, this Clause shall survive termination of this Agreement.

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Appendices

Appendix A - Description of the Services

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

Appendix B - Schedule of Payments and Reporting Requirements

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

Appendix C - Subcontractors

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

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

Appendix E - Services and Facilities Provided by the Procuring Entity

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Section X - Contract Forms

Table of Forms

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

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

[Guarantor letterhead or SWIFT identifier code]

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

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

PERFORMANCE GUARANTEE No.:_____

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

1. We have been informed that (herein after called" the Applicant") has entered into Contract No. *[dated]* _____ with the Beneficiary, for the execution of (herein after called" the Contract"). _____

2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ( ),[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

4. This guarantee shall expire, no later than the.....Day of.....2.....[2], and any
demand for payment under it must be received by us at this 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.

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

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

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of* Procuring Entity*]* **Date:** _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

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

1. By this Bond____as Principal (hereinafter called "the Contractor") and_____*]* as Surety (hereinafter called "the Surety"), are held and firmly bound unto__*]* as Obligee (herein after called "the Procuring Entity") in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____Day of_, 20, for_____in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.

3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations thereunder, 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 lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable 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.

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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

_____

100

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

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

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

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

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

1. We have been informed that_____(herein after called "the Applicant") has entered into Contract No. _____*dated*_____with the Beneficiary, for the execution of_____ (herein after called" the Contract").

2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _() is to be made against an advance payment guarantee.

3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _()[5] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number_at_.

5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of, 2,[6] 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.

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[5] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Procuring Entity.*

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

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Beneficial Ownership Disclosure Form
(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

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

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

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

Tender Reference No.:_____

Name of the Tender Title/Description:_____

Name of Procuring Entity:_____

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 hereby provide the following beneficial ownership information.

Details of beneficial ownership

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

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	Details of all Beneficial Owners		**% of shares a person holds in the company Directly or indirectly**	**% of voting rights a person holds in the company**	**Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer** (Yes / No)	**Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)**
	Email address				Indirect…… ……...	Direct…… ….. Indirect…… …
	Occupation or profession					
2.	Full Name		Directly---------- % of shares Indirectly---------- % of shares	Directly…… …….% of voting rights Indirectly---------- % of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No---- 2. Is this right held directly or indirectly?: Direct…… …… Indirect…… ……...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes -----No---- 2. Is this influence or control exercised directly or indirectly? Direct…… ….. Indirect…… …
	National identity card number or Passport number					
	Personal Identification Number (where applicable)					
	Nationality(ies)					
	Date of birth *[dd/mm/yyyy]*					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					
3.						
e.t .c						

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

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III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

(a) holds at least ten percent of the issued shares in the company either directly or indirectly;

(b) exercises at least ten percent of the voting rights in the company either directly or indirectly;

(c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) 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

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