

REPUBLIC OF KENYA



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TENDER DOCUMENT

TENDER NO: PJS/007/2020-2021

FOR

**PROVISION OF REPAIR, SERVICE AND MAINTENANCE
OF MECHANICAL VENTILATION AND AIR
CONDITIONING EQUIPMENT IN PARLIAMENT
BUILDINGS**

TENDER SUBMISSION DEADLINE

FRIDAY, 4TH DECEMBER, 2020, AT 11.00AM

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SECTION I

INVITATION TO TENDER

TENDER NO.: PJS/007/2020-2021

TENDER NAME: PROVISION OF REPAIR, SERVICE AND MAINTENANCE OF MECHANICAL VENTILATION AND AIR-CONDITIONING EQUIPMENT IN PARLIAMENT BUILDINGS

The Parliamentary Service Commission invites sealed tenders from eligible Contractors registered in Mechanical Engineering Services, Category; Refrigeration, Cold rooms, Air-Conditioning and Ventilation services for the Provision of Repair, Service and Maintenance of Mechanical Ventilation and Air-Conditioning Equipment in various Parliament buildings for a period of three (3) years.

Tenderers may obtain further information from the **Procurement Office on 4th Floor, Protection House, Nairobi** or email through procurementpjs@parliament.go.ke or dg@parliament.go.ke. A complete set of the tender document may be downloaded free of charge from the **Commission's Website;** www.parliament.go.ke or IFMIS Portal; www.supplier.treasury.go.ke.

There shall be a **pre-bid meeting** on **Friday, 20th November, 2020** from **11.00am** in the **11th Floor Boardroom, Protection House**, along Parliament Road, Nairobi.

Duly completed, serialized and paginated tender documents (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number, name** and **as prescribed under this Tender document** and be dropped in the **Tender Box** at the **Reception on 2nd Floor, Protection House, Nairobi** or be addressed to:

**Director General, Parliamentary Joint Services,
Parliamentary Service Commission,
Parliament Buildings,
P.O. Box 41842 00100,
NAIROBI, KENYA.**

so as to be received on or before **Friday, 4th December, 2020** at **11.00 a.m.**

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their appointed representatives, at **Protection House, 2nd floor boardroom**, Nairobi.

Tenders must be accompanied by a tender Security of **Kshs.50,000.00** in form of a bank guarantee from a commercial bank registered with the Central Bank of Kenya or guarantee from an insurance company approved by the Public Procurement Regulatory Authority (PPRA) valid for 180 days from the date of tender opening, payable to Parliamentary Service Commission.

Prices quoted should be inclusive of all taxes and delivery costs, and must be in Kenya Shillings and shall remain valid for 150 days from the closing date of the tender.

**DIRECTOR GENERAL, PARLIAMENTARY JOINT SERVICES,
PARLIAMENTARY SERVICE COMMISSION.**

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service

- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

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

2.10 **Tender Currencies**

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

2.11 **Tenderers Eligibility and Qualifications.**

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

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

2.12 **Tender Security**

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

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

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.8

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

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

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

- 2.12.6 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.8 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
- or**
- (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly/ marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized

to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 **Sealing and Marking of Tenders**

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

(a) be addressed to the Procuring entity at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Friday, 4th December, 2020 at 11.00 am**”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Friday 4th December, 2020 at 11.00 a.m**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 **Modification and withdrawal of tenders**

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

2.18 **Opening of Tenders**

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

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. if the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

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

2.22 **Evaluation and comparison of tenders.**

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

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

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

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

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

(b) ***Deviation in payment schedule.***

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 **Notification of award**

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 **Signing of Contract**

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

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

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

2.27 **Performance Security**

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

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

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

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>The duration of contract for maintenance shall be three (3) years and the prices shall be fixed during the period</i>
2.3	The tender documents shall be downloaded free of charge from the Commission website www.parliament.go.ke
2.5.1	For any clarification on this tender, please write to: - <p style="text-align: center;">Director General, Parliamentary Joint Services, Parliamentary Service Commission, Parliament Buildings, P.O. Box 41842 00100, NAIROBI, KENYA.</p> At least seven (7) days before the tender closing date
2.12.1	A bid security of Kshs.50,000.00 valid for 150 days from the date of closing of the tender and issued in the prescribed format by a reputable bank or an insurance company approved by PPRA.
2.18.1	Deadline for submission of bids 4th December, 2020 at 11.00 a.m.
2.20.1	<i>As in 2.18.1 above</i>
2.27	Particulars of performance security if applicable. N/A
Clarification	For any clarification on this tender, please write to:- <p style="text-align: center;">Director General, Parliamentary Joint Services Parliamentary Service Commission P. O. Box 41842 00100 NAIROBI Email: dg@parliament.go.ke</p> At least seven (7) days before the tender closing date

2.22 EVALUATION CRITERIA

The Commission will evaluate the tenders submitted in three stages namely: -

- a. Mandatory Evaluation
- b. Technical Capacity Evaluation
- c. Financial Evaluation

A) MANDATORY EVALUATION CRITERIA

Tenderers are required to comply with the following requirements, failure to which the firm shall not proceed to the technical capacity evaluation stage.

1. Copy of certificate of registration /Incorporation. The company must be registered in Kenya and fully owned by Kenyans.
2. Copy of a valid tax compliance certificate issued by Kenya Revenue Authority (KRA) including Pin certificate.
3. Submission of CR12 Letter from Registrar of Companies or its equivalent. It should be within the current year.
4. Tender Security of **Kshs.50,000** valid for 150 days from the date of tender opening in form of Bank Guarantee from a reputable bank recognized by the Central Bank of Kenya or a guarantee from an Insurance company approved by the Public Procurement Regulatory Authority (PPRA) payable to Parliamentary Service Commission
5. Registration with National Construction Authority (NCA)-Mechanical Engineering services - Refrigeration, cold rooms, Air-Conditioning and Ventilation; NCA4 and above. (Attach Registration certificate and valid Practising licence)
6. Certified audited accounts for the last 3 years (2019, 2018, 2017)
7. Dully filled and stamped Form of Tender
8. Dully filled, signed and stamped Price Schedule Rates in the format provided.
9. Duly filled, signed and stamped Confidential Business Questionnaire in the provided format
10. Duly filled and signed Anticorruption declaration form
11. Non Debarment form duly filled, signed and stamped by the Commissioner of oaths.
12. The original and (1) copy of tender documents should be properly Tape Bound and paginated in the correct sequence including all attachments and all pages must be initialed/signed/stamped. NB: Spiral Binding and use of Spring or Box Files will not be allowed and will result in automatic disqualification.

Only the Bidders who meet the above Mandatory Requirements would proceed to the Technical Evaluation Stage.

B) TECHNICAL CAPACITY EVALUATION

The detailed scoring plan for the technical evaluation shall be as shown in table 1 below: -

Item	Description	Points Score d	Max. Point		
1	<p>Key Personnel: Must provide details of lead personnel (degree holder - supervisor), a Diploma holder in engineering (technician), and two artisans in relevant engineering fields; Attach CV and certified copies of Academic and Professional certificates.</p> <ul style="list-style-type: none"> • Holder of Degree (Supervisor) in relevant engineering field (1 person) ---- 5, OR • Holder of Degree (Supervisor) in any other field (1 person) ----- 3 • Holder of Diploma (Technician) in engineering field (2 person) ---1.5 • Holder of Trade test Certificate or certificate in relevant field (3 persons): --@1 marks <p>Experience of Degree holder of the key personnel in relevant field</p> <ul style="list-style-type: none"> • With six years and over experience in similar work-----4 • With four to five years experience in similar work ----- 3 • With 1-3 years experience in similar work ----- 2 • Without degree or diploma in relevant field -----0 <p>Experience of Diploma holder of key personnel in relevant field</p> <ul style="list-style-type: none"> • With six years and over experience in similar work-----4 • With four to five years experience in similar work ----- 3 • With 1-3 years experience in similar work ----- 2 • Without diploma in relevant field -----0 <p>Experience of at least 2 Artisan/trade certificate holders of key personnel in relevant field</p> <ul style="list-style-type: none"> • With six years and over experience in similar work ----- @3 • With four to five years experience in similar work -----@2 • With 1-3 years experience in similar work ----- @1 • Without Artisan/ Trade Certificate in relevant field ----- 0 	14	4	4	28
2	<p>Projects completed in the last five years (max. of 5 projects)-Attach completion certificates or recommendation letters</p> <ul style="list-style-type: none"> • Projects of similar Nature and complexity ----- 3 • Project of similar nature but lower complexity ----- 2 • No completed projects -----0 				15
3	<p>Ongoing projects (max. of 5 projects) – attach evidence of award</p> <ul style="list-style-type: none"> • Projects of similar Nature and complexity ----- 3 • Project of similar nature but lower complexity -2 • No completed projects -----0 				15
4	<p>Schedule of contractors equipment and transport (Attach evidence of ownership)</p> <ul style="list-style-type: none"> • Means of transport(at least 2 vehicle – self/company owned-----@5 • No means of transport ----- 0 <p>For specific equipment relevant and required in undertaking the work being tendered(attach proof of ownership)</p> <ul style="list-style-type: none"> • At least 5 different equipment -----2 marks each 			10	20
5	Financial Report				10

	Audited Financial Report <ul style="list-style-type: none"> • Turnover for year 2019 greater or equal to 3 times the quoted amount ----- 10 • Turn over for year 2019 greater or equal to 2 times the quoted amount ----- 6 • Turn over for year 2019 greater or equal to the quoted amount - 4 • Turn over for year 2019 below the quoted amount ----- 2 		
6	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility, bank undertaking to finance e. t. c., <ul style="list-style-type: none"> • Has financial resources equal or above the quoted amount – 12 • Has financial resources less than the quoted amount ----- 6 • Has not indicated sources of Financial Resources ----- 0 		12
	TOTAL		100

The employer will evaluate and compare only the tenders determined to be technically responsive. Any tenders which does not score 80% or above shall be considered to be technically non responsive and shall not be evaluated any further.

C. FINANCIAL EVALUATION STAGE

At the Financial Evaluation Stage, the lowest cost evaluated bidder will be considered for award of tender.

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance

security where applicable in the amount specified in Special Conditions of Contract.

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

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

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

3.7 Inspections and Tests

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

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

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

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 **Prices**

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

3.10 **Assignment**

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

3.10 **Termination for Default**

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

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

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

3.12 **Termination of insolvency**

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

3.13 **Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of

termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 41 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 42 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.6	<i>Performance security 5% of contract sum for maintenance of air conditioning units</i>
3.8	Specify method Payments. Payments shall be made within sixty (60) days of receipt of invoice and certification of performance of contractual obligations by the tenderer. There shall be no payment of interest for delayed payments. All payments shall be paid in Kenya Shillings There shall be no advance payment.
3.9	Variation shall apply as prescribed by the Public Procurement and Asset Disposal Act, 2015
3.14	Specify resolution of disputes. Any dispute arising out of the Contract that cannot be amicably resolved between the parties shall be referred by either party to the arbitration and a final decision by a panel of a person to be agreed between the parties. Failing agreement on the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairperson of the Chartered Institute of Arbitrators-Kenya branch on the request of the applying party. The seat of arbitration shall be in Kenya.
3.18	<i>For Notices, the procurement entity's address is:</i> Director General, Parliamentary Joint Services, Parliamentary Service Commission, Parliament Buildings, P.O. Box 41842 00100, NAIROBI, KENYA.

SECTION V – SCHEDULE OF REQUIREMENTS

5.0 TERMS OF REFERENCE FOR SERVICE AND MAINTENANCE OF MECHANICAL VENTILLATION AND AIR CONDITIONING EQUIPMENT

5.1 SITE LOCATION

The site of proposed works is the various Parliament Buildings listed below:

- a) Main Parliament Buildings
- b) County Hall
- c) Continental House
- d) Protection House
- e) Red Cross Building
- f) Juvenile Court
- g) Harambee Sacco Plaza
- h) Ukulima Co-operative House
- i) Centre for Parliamentary Studies and Training (CPST) in Mbagathi area of Langata,

The Mechanical Ventilation and Air-Conditioning Equipment shall include the listed below. A contractor may tender for all or some of the equipment depending on his area of specialization but the contractor must present evidence to demonstrate his experience, capacity and availability of personnel for the areas he has applied.

1. Ceiling Cassette type air conditioning systems
2. High wall mounted type air conditioning systems
3. Floor standing air conditioning systems
4. Ducted type air conditioning systems
5. Mechanical Ventilation Systems.

5.2 SPARE PARTS

The contractor shall provide all consumable materials and fittings required for inspection, servicing and replacement work. The contractor shall ensure that the functionality of all mechanical ventilation and air-conditioning equipment is not impaired.

5.3 EXISTING MECHANICAL VENTILATION AND AIR-CONDITIONING EQUIPMENT

The existing mechanical ventilation and air-conditioning equipment shall be maintained and kept in sound functioning state comprising of but not limited to the following equipment: -

S/NO	Location	Qty	Make/Model	Capacity Btu/hr
A.	Main Parliament			
1.00	National Assembly			
1.01	National Assembly Chamber	2No	Carrier AHU R410A	500,000
1.02	NA Speaker's Consultation Room	1No	Carrier cassette R407C	12,900
1.03	NA Speaker's Prayer Room	1No	Carrier ceiling cassette R407C	12,900
1.04	NA Utility Room	2No	Carrier floor standing R407C	36,000
1.05	NA Chamber Control Room	2No	Carrier, high wall R410A	24,000
1.06	NA Members Lounge	3No	Carrier ceiling cassette R410A	36,000
1.07	NA Speaker's Office	2No	Carrier ceiling cassette R410A	24,000
1.08	NA Speaker, Secretary	1No	Carrier high wall R410A	24,000
1.09	NA Speaker, PA's Office	1No	Carrier ceiling cassette R410A	18,000
1.10	NA Speaker's Reception	1No	Carrier ceiling cassette R410A	18,000
1.11	NA Speaker's Boardroom	1No	Carrier ceiling cassette R410A	36,000
1.12	Clerk of the National Assembly (Mr Sialai)	2No	Carrier ceiling cassette R410 A	18,000
1.13	NA Senior Deputy Clerk (Ms Serah Kioko)	1No	Carrier ceiling cassette R410A	18,000
1.14	NA Director Legal Services	2No	Carrier ceiling cassette R410A	24,000
1.15	NA Director, L&P Services	2No	Carrier ceiling cassette R410A	36,000
1.16	NA Deputy Speaker's Office (Hon Cheboi)	2No	Carrier ceiling cassette R410A	18,000
1.17	NA Leader of Majority (Hon Duale)	1No	Carrier ceiling cassette R410A	18,000
1.18	NA Majority Whip (Hon Washiali)	1No	Carrier ceiling cassette R410A	24,000
1.19	NA Senior Deputy Clerk (Mr. Ndombi)	1No	Carrier ceiling cassette R410 A	18,000
1.20	Committee Room 7	2No	Carrier ceiling cassette R410A	36,000
1.21	Table Office (Principal Clerk Assistant)	1No	Carrier ceiling cassette R410A	36,000

S/NO	Location	Qty	Make/Model	Capacity Btu/hr
1.22	Committee Room 9	2No	Carrier ceiling cassette R410A	36,000
1.23	Table Office Annex I	1No	Carrier ceiling cassette R410A	18,000
1.24	Table Office Annex II	1No	LG ceiling cassette R410A	18,000
1.25	ICT Server Room near PABX	2No	Carrier high wall R410A	36,000
1.26	ICT Server Room near PABX	1No	LG High wall R410A	24,000
1.27	New Hansard Server Room	2No	Carrier floor standing R407C	36,000
1.28	PBU Server Room	1No	Carrier High wall R410A	36,000
1.29	Signal Transmission Server room	1No	Carrier high wall R410A	18,000
1.30	TV Broadcasting Studio	3No	Carrier high wall R410A	24,000
1.31	Radio Broadcasting Studio	1No	Toshiba ductable R410A	48,000
1.32	Radio Office	1No	Carrier High wall R410A	18,000
1.33	Main Registry	4No	Carrier High wall R407C	24,000
1.34	Main Bar	2No	Solstar High Wall R410A	24,000
1.35	NA Minority leader (Hon Mbadi)	1No	Carrier ceiling cassette R410A	24,000
1.36	NA Minority Whip (Hon Junet)	1No	Carrier ceiling cassette R410A	24,000
1.37	Committee Room 12	2No	Samsung ceiling cassette R410A	36,000
1.38	Power Control/Switch Room	3No	Carrier floor standing R407C	36,000
2.00	Senate			
2.01	Senate Chamber	2No	Carrier AHU R410A	500,000
2.02	Senate Speaker's Consultation room	1No	Carrier Ceiling cassette R410A	18,000
2.03	Senate Chamber Utility Room	2No	Carrier Ceiling cassette R407C	36,000
2.04	Senate Chamber Control Room	1No	Ducted Carrier R410A	36,000
2.05	PBU Studio	1No	Carrier High wall R410A	18,000
2.06	Senate Members Lounge	2No	Carrier ceiling cassette R410A	36,000
2.07	Senate Minority Whip (Sen Kilonzo Jnr)	1No	Carrier ceiling cassette R410A	24,000
2.08	Chief Sergeant-at-Arms	1No	Carrier ceiling cassette	24,000

S/NO	Location	Qty	Make/Model	Capacity Btu/hr
	(Sorobit)		R410A	
2.09	Senate Journals Office	2No	Carrier ceiling cassette R410A	36,000
2.10	Senate Speaker's Office	2No	Carrier ceiling Cassette R410A	24,000
2.11	Senate Speaker's Secretary	1No	Carrier ceiling Cassette R410A	24,000
2.12	Senate Speaker PA's office	1No	Carrier ceiling Cassette R410A	18,000
2.13	Senate Speaker Boardroom	1No	Carrier ceiling Cassette R410A	24,000
2.14	Senate Majority Leader (Sen Murkomen)	1No	Carrier ceiling cassette R410A	24,000
2.15	Committee Room 4	2No	Carrier ceiling cassette R410A	36,000
2.16	Senate Minority Leader (Sen Orengo)	1No	Carrier ceiling cassette R410A	24,000
2.17	Senate Majority Whip (Sen Kihika)	1No	Carrier ceiling cassette R410A	24,000
2.18	Clerk of Senate (Nyegenye)	1No	Carrier ceiling cassette R410A	18,000
2.19	Deputy Clerk (Gichangi)	1No	Carrier ceiling cassette R410A	24,000
2.20	Senate Deputy Speaker (Sen Kindiki)	4No	Carrier ceiling cassette R410A	24,000
2.21	Senate Director Legal Services	1No	Carrier ceiling cassette R410A	18,000
2.22	Committee Room 5	2No	Carrier ceiling cassette R410A	36,000
2.23	Deputy Clerk (Mohammed)	1No	Carrier ceiling cassette R410A	24,000
3.00	County Hall			
	Ground Floor			
3.01	Library	3No	Convertible Toshiba	24,000
3.02	Budget Chairman (Ichungwa 001)	1No	Carrier ceiling cassette R410A	18,000
3.03	SEN Deputy Majority Leader (Sen Dullo 005)	1No	Carrier ceiling cassette R410A	18,000
3.04	Comm. (Mumelo 008)	1No	Carrier ceiling cassette R410A	18,000
3.05	Ground Floor Committee Room 011	2No	Carrier ceiling cassette R410A	24,000
3.06	Comm. (Chepkonga 012)	1No	Carrier ceiling cassette	18,000

S/NO	Location	Qty	Make/Model	Capacity Btu/hr
			R410A	
3.07	Comm. (Cheruiyot 013)	1No	Carrier ceiling cassette R410A	18,000
	First Floor			
3.08	Mini Chamber	5No	Carrier Convertible R410A	36,000
3.09	Comm. (Jumwa101)	1No	Carrier ceiling cassette R410A	24,000
3.10	Comm. (Momanyi 103)	1No	Carrier ceiling cassette R410A	24,000
3.11	Comm. (Shaban 105)	1No	Carrier ceiling cassette R410A	24,000
3.12	PSC Boardroom 108	2No	Carrier ceiling cassette R410A	24,000
3.13	PSC Secretariat (Ms Faryd 110)	1No	Carrier ceiling cassette R410A	18,000
	Second Floor			
3.14	Mini Chamber Control Room 211	2No	Carrier, Convertible R410A	36,000
3.15	Control Room (Gallery)	2No	Carrier ductable R410A	36,000
3.16	Comm. (Khaniri 201)	1No	Carrier ceiling cassette R410A	18,000
3.17	NA Deputy Majority Leader (Angwenyi 203)	1No	Carrier ceiling cassette R410A	18,000
3.18	Sen. Mohamud 205	1No	Carrier ceiling cassette R410A	18,000
3.19	Comm. (Beth Mugo 207)	1No	Carrier ceiling cassette R410A	18,000
3.20	NA Deputy Minority Leader (Hon Mbui 208)	1No	Carrier ceiling cassette R410A	18,000
3.21	Comm. (Keynan 209)	1No	Carrier ceiling cassette R410A	18,000
4.00	Continental House			
4.01	Ground Floor Control Room	2No	LG Highwall R410A	24,000
4.02	1 st Floor Library	6No	Carrier ceiling cassetteR410A	18,000
4.03	2 nd Floor Committee Room	2No	York ,Convertible R407C	24,000
4.04	3 rd Floor	2No	York, Convertible R407C	24,000

S/NO	Location	Qty	Make/Model	Capacity Btu/hr
	Committee Room			
4.05	4 th Floor Committee Room	2No	York, Convertible R407C	24,000
4.06	5 th Floor Committee Room	2No	York, Convertible R407C	24,000
4.07	ICT office	1No	LG Highwall R410A	24,000
4.08	ICT Training Centre	1No	LG Highwall R410A	24,000
5.00	Haram			
5.01	Power Control Room	2No	LG Highwall R410A	18,000
6.00	Red Cross Building			
6.01	Ground Floor – Red Cross Boardroom	2No	Toshiba ceiling cassette R410A	24,000
6.02	1 st Floor Red Cross Boardroom	2No	Toshiba ceiling cassette R410A	24,000
6.03	4 th Floor Creche (Kitchen)	1No	Toshiba ceiling cassette R410A	24,000
6.04	Juvenile Court – Police Station; OCS office	2No	Carrier ceiling cassette R410A	18,000
6.05	Generator (UPS) Room	1No	Carrier High wall R410A	18,000
7.00	Protection House			
7.01	Ground Floor Public Comm Office	1No	LG Ceiling Cassette R22	24,000
7.02	2 nd Floor Boardroom	2No	LG Ceiling Cassette R22	24,000
7.03	4 th Floor Boardroom	2No	LG Ceiling Cassette R22	24,000
7.04	6 th Floor Server Room	1No	LG High Wall R22	24,000
7.05	7 th Floor Boardroom	2No	LG Ceiling Cassette R22	24,000
7.06	10 th Floor Head of Budget	1No	LG Ceiling Cassette R22	24,000
7.06	11 th floor Director General's Secretary	1No	LG Ceiling Cassette R22	24,000
7.07	11 th floor Director General's Office	1No	LG Ceiling Cassette R22	24,000
7.08	11 th Floor Boardroom	2No	LG Ceiling cassette R22	24,000
7.09	13 th Floor Research Office	1No	Toshiba ceiling Cassette R22	24,000
8.00	CPST			

S/NO	Location	Qty	Make/Model	Capacity Btu/hr
8.01	Dr. Wakah Office	1No	LG Highwall R22	18,000
8.02	Boardroom	1No	LG Highwall R22	18,000
8.03	ICT Room	1No	LG Highwall R22	18,000
8.04	ICT Server Room	1No	LG Highwall R22	18,000
8.05	Technical Office	1No	LG Highwall R22	18,000
9.00	Mechanical Ventilation			
9.01	New Senate Building Extract fan Supply fan Jet Fan	1No 1No 18No		
9.02	Protection House Extract fan Supply fan	1No 1No		
9.03	Red Cross Bldg Extract fan Supply fan	1No 1No		
9.04	Continental House Extract fan Supply fan	1No 1No		

5.4 SCOPE OF WORK

- i. The successful tenderer shall ensure that there is no breakdown of the mechanical ventilation, refrigeration and air-conditioning installations and associated systems in the buildings listed in item 5.3 above, due to damage to the equipment.
- ii. The successful tenderer shall avail qualified standby technicians/engineers to attend to all the calls by the Employer.
- iii. The contractor shall carry out quarterly routine maintenance on all the components of the installations. The successful tenderer shall produce and hand over to the client quarterly maintenance reports,
- iv. The tenderer shall ensure that all equipment is stable and is fully operational at all times.
- v. All routine maintenance shall be carried out on but not limited to the items list in clause 5.3 above.
- vi. The successful tenderer shall be responsible for provision of labour. The spare parts required during the maintenance contract will be procured as and when necessary by the tenderer.
- vii. The tenderer shall replace all spare parts that may be faulty during the inspection, servicing and replacement works to ensure the normal operation of the installations.

- viii. The successful tenderer shall replace the worn out and or consumable items as they become necessary from time to time.
- ix. During the inspection, servicing and replacement activities, the employer shall be represented by authorized personnel/ representatives at all times.
- x. All equipment locations/cabinets will be kept neat, cables managed properly and all units will be free of dust and dirt at all times. Empty cartons/packets shall not be allowed in any equipment room/location.

5.5 ITEMS NOT COVERED IN THE CONTRACT

Work on items not covered in the contract shall only be carried out by the tenderer upon instruction and approval by the employer and at rates mutually agreed upon by both parties.

5.6 DAMAGES ON THE SYSTEM

The contract does not cover damages on any section of the installation by external forces, and unavoidable natural calamities which are outside the control of either the employer or the tenderer

Whenever such damages occur in the system, the damages shall be assessed and the tenderer shall repair the same at the rates mutually agreed upon by the employer and the tenderer.

5.7 CONTRACT PERIOD

The service and maintenance of mechanical ventilation and air-conditioning equipment contract shall be three (3) years and renewable as may be deemed necessary by the Client.

5.8 ROUTINE/NORMAL MAINTENANCE

GENERAL

In order to ensure compliance with the scope of works as set out elsewhere in this document, the contractor shall draw a program of quarterly (**3 months**) maintenance indicating activities to be carried out and produce a maintenance report.

WHERE NO SPARES ARE REQUIRED

Whenever spare parts are not required to be replaced the contractor shall carry out the maintenance works with diligence and in accordance with the monthly program to ensure the requirements of the scope of works are fully met.

The activities that require no spare part replacement include but not limited to the following:-

- a) On call/standby/emergency services,
- b) Preparing of quarterly (3 months) maintenance reports,
- c) Keeping all equipment of the installations clean and in good working condition/ready for use at all times,
- d) Fault finding and identify the faults to the employer. Where such faults require no spare parts the contractor shall rectify /clear the same. Where such faults require replacement of spare parts, the contractor shall inform the employer immediately.
- e) Labor input of replacement of spare parts and fittings
- f) Repair of all cabling and associated equipment
- g) Checking connectors and replacing them where necessary.

WHERE SPARE PARTS REPLACEMENT IS REQUIRED

- a) The cost of spare parts does not form part of the routine maintenance
- b) The contractor shall however replace the procured spare parts at no extra cost.

SECTION VI - STANDARD FORMS

1.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. Duly authorized representative of the tenderer must also duly sign it.

1.2 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

1.3 Contract Form

The tenderer shall not complete the Contract form at the time of submitting the tender. The contract form shall be completed after contract award.

1.4 Performance Security form

The tenderer should not complete the performance security form at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the Commission.

1.5 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. The manufacturer of the goods where the tender is an agent will complete this form.

FORM OF TENDER

Date _____

Tender No. _____

To.....
.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[Insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Repair, Service and Maintenance of Mechanical Ventilation and Air-Conditioning Equipment in conformity with the said tender documents for the sum of.....
.....
(total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender..

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULES

SPECIAL NOTES

- a) This part shall be read in conjunction with the Particular Conditions of this document,
- b) The spare parts shall only be procured as and when necessary,
- c) The contractor shall ensure the delivery of the required spares/consumables promptly.

LIST OF REQUIRED SPARE PARTS AND EQUIPMENT

- a) The schedule of consumables/spare parts as indicated on *Schedule No. 1 of required spare parts* may not be comprehensive and the contractor is at liberty to add and include all the possible consumables and spare parts that may be required during maintenance.
- b) The list of required spare parts and replacement equipment shall be in the form presented.
- c) The rate quoted for each item shall be inclusive of freight, duties, all taxes and profit and **SHALL BE VALID FOR THE ENTIRE PERIOD OF THE MAINTENANCE CONTRACT**,
- d) Whenever a spare part or equipment is required, the rates quoted shall be applicable without any fluctuation/deviation. The contractor is to note that the rates shall be **FIXED** throughout the duration of the contract,
- e) The rates shall be mutually agreed upon between the contractor and the employer,
- f) The cost of the spares parts /consumables to be replaced shall be over and above the routine maintenance activities.

SPECIAL NOTES ON THE PRICES SCHEDULES

- a) Schedule No. 1: shall not be carried to the form of tender
- b) Prices shall include all taxes /duties/functions.
- c) Prices quoted in Schedule No. 2 shall be for labor only during the routine maintenance as stated elsewhere in the document. The cost of consumables that are considered as non-spares shall be allowed for in this schedule.
- d) The rates quoted in all schedules shall be binding between the employer and the contractor during the period of the service and maintenance contract.

SCHEDULE NO. 1: (to be completed by the tenderer but not to be carried forward to the form of tender). A separate sheet may be added.

SCHEDULE OF UNIT RATES OF THE REQUIRED WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE (Kshs)	AMOUNT (Kshs)
1	Refill of gas - R410A	Kg.	1		
2	Refill of gas - R407C	Kg.	1		
3	Refill of gas - R134A	Kg	1		
4	Refill of gas - R22	Kg	1		
5	Nitrogen gas	Kg	1		
6	Filter drier	No	1		
7	Air filter	No.	1		
8	Copper tubing, Ø½"	LM.	1		
9	Thermostat	No.	1		
10	Cooling fan, 200W	No	1		
11	Armour flex 1½"	LM.	1		
12	Armour flex 5⁄8"	LM.	1		
13	Sight glass, Ø¾"	No.	1		
14	Expansion valve	No.	1		
15	Solenoid switch, 10Amps	No	1		
16	Compressor (outdoor unit)	No	1		
17	Evaporator (indoor unit)	No	1		
18	Miniature Circuit Breaker 32Amps	No	1		
19	Differential Pressure Switch	No	1		
20	Automatic Voltage Stabilizer; 30Amps	No	1		
21	Flexible cable 2.5mm ²	LM	1		
22	Contactors	No	1		
23	Overload switch	No	1		
24	Air extract fan motor, 1Hp	No	1		
25	Air extract fan motor, 13Hp	No	1		
26	Motor control panel	No	1		
27	A/C remote control	No	1		
	Any other item(s) that the bidder may consider necessary for this maintenance contract (Bidder to list) A separate sheet may be provided				

SCHEDULE NO. 2: SERVICE AND MAINTENANCE

ITEM	DESCRIPTION	QTY	UNIT	RATE (Kshs.)	AMOUNT (Kshs.)
1	Cost of service and maintenance for one Quarter-(3 months) period	4	Quarter		
2	Allow for the cost of consumable items that shall be required during the maintenance period but not considered as spare parts.	Item	Sum		
3	Allow for cost of replacing and testing the spare parts as and when necessary.	Item	Sum		
4	Sub-Total 1 Cost for the First year	Item	Sum		
5	Sub-Total 2 Cost for the Second year	Item	Sum		
6	Sub-Total 3 Cost for the Third year	Item	Sum		
	Total to be carried to Price Summary Page (sum of items 4, 5 and 6 above)				

PRICE SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT	
		Kshs.	CTS.
1.	Total for Schedule No. 2 for Service and Maintenance for the Mechanical Ventilation and Air-conditioning Equipment for a Period of Three (3) years i.e. (36 months)		

Total amount in words: Kenya Shillings

.....

Signed by Tenderer..... PIN

No..... VAT Reg. No.....

Address.....

Date..... Official Rubber

stamp..... Signed by

witness..... Name of

witness.....

Address..... Date:

.....

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

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

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1
2
3

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full. Nationality. Citizenship Details*. Shares.

1.

2.....

3.....

4.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

- Attach proof of citizenship

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender] for the provision of [name and/or description of the services]

(hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto.....

[name of procuring entity](hereinafter called "the procuring entity") in the sum of

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

THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

- (a)fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____[reference number of the contract] dated _____20____to

supply.....

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

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

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

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

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

MANUFACTURER'S AUTHORIZATION FORM

To [name of Procuring Entity]

WHEREAS [Name of the manufacturer] who are established and reputable manufacturers of

[Name and/or description of the goods] having factories at [Address of factory] do hereby authorize

..... [Name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No.....

[Reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services offered for maintenance by the above firm against this Invitation for Tenders.

[Signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

ANTI-CORRUPTION DECLARATION COMMITMENT / PLEDGE

I/We/Messrs..... of Street,
Building, P O Box.....
.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No..... for or in
the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....

NON-DEBARMENT DECLARATION

We (**insert the name of the company/ supplier**)

.....
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

.....Company Seal/Business Stamp

REPUBLIC OF KENYA
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 of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax 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.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED
Board Secretary