

REPUBLIC OF KENYA



**PARLIAMENT OF KENYA
PARLIAMENTARY SERVICE COMMISSION (PSC)**

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TENDER DOCUMENT

TENDER NO: PJS/008/2020-2021

FOR

**PROVISION OF REPAIR, SERVICE AND MAINTENANCE
OF LIFTS 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/008/2020-2021

TENDER NAME: PROVISION OF REPAIR, SERVICE AND MAINTENANCE OF LIFTS IN PARLIAMENT BUILDINGS

The Parliamentary Service Commission invites sealed tenders from eligible tenderers to tender for the Provision of Repair, Service and Maintenance of lifts 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 **11.00 am** 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 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.

2.12.2 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 2.12.7

2.12.3 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

2.12.4 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

2.12.5 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.

2.12.6 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.

2.12.7 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(day, date and time of closing),”

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 am.**

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 **11.00 am, Friday, 4th December, 2020** 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 2.23 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

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.50,000.00 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)- Electrical Engineering services – Lift hoists, escalators, mechanical ramps, travolators, conveyors and belt installation; NCA7 and above.(Attach Registration certificate and valid Practicing licence)
6. Current Class of Licenses with Energy Regulatory Commission in Class A2
7. Copies of audited accounts for the last 3 years (2019, 2018, 2017)
8. Dully filled and stamped Form of Tender
9. Dully filled, signed and stamped Price Schedule Rates in the format provided.
10. Duly filled, signed and stamped Confidential Business Questionnaire in the provided format
11. Duly filled and signed Anticorruption declaration form
12. Non debarment form duly filled and signed.
13. 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) ----- ----@3marks • Holder of Trade test Certificate or certificate in relevant field (3 persons): ---@1 marks 			28
	<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 		4	
	<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 		4	
	<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 		6	
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----- ----@5marks • No means of transport ----- 0 		10	20
	<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	
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 superseded 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**

- 4.1 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.
- 4.2 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/Accounting Officer, 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 LIFTS

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) County House

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 the lifts is not impaired.

5.3 DESCRIPTION OF THE LIFTS AND LOCATION

The existing lifts shall be maintained and kept in sound functioning state. The installed lifts and their locations are as tabulated below: -

BUILDING	<u>LIFTS</u>									
	TOTAL NO. OF LIFTS	LOAD (KG) PER LIFT	FLOORS SERVICED BY LIFT	TYPE				USER'S REF.	MAKER	Year of Installation
				SPEED M/S	LIFT M/C	LIFT CONTROL S	DOORS			
CONTINENTAL HOUSE	3	1000	8	1.5	EPB	V3F	ADF	1,2,3	KONE	2001
TOWER BLOCK	1	450	11	1.6	GLS	Electronic	C/ptg	Pass	KONE	
	1	630	2	1.0	GLS	Electronic	C/ptg	Pass	Mitsubishi	2014
PROTECTION	2	800	14		GLS	Electronic	C/ptg	Pass	Schindler	

HOUSE	1	1000	14		GLS	Electronic	C/ptg	VIP	Schindler	
COUNTY HALL	1	320	3	1.0	GLS	Electronic	C/ptg	Pass	Mitsubishi	2014
RED CROSS	1	800	5	1.0	GLS	Electronic	C/ptg	Pass	SJEC	2018
SENATE-NEW WING	1	800	3	1.0	GLS	Electronic	C/ptg	Pass	SJEC	2018
	1	1050	3	1.0	GLS	Electronic	C/ptg	Pass	Mitsubishi	2014

SECTION VI DESCRIPTION OF SERVICES

GENERAL CONDITIONS FOR LIFTS SERVICE CONTRACT.

1. All work carried out under this contract shall be to the highest standards of workmanship and safety and shall be carried out by competent engineers or technicians with proper supervision.
2. All materials and component parts supplied or used hereunder shall be of the highest quality in conformity with the current specifications of the lift manufacturer and obtained from merchants or manufacturers of the highest repute.
3. All work carried out and materials and component parts supplied or used hereunder shall be such as may be approved by the Project Manager and by the Chief Inspector of Factories.
4. Whenever a lift is out of service while the contractor is carrying out an examination or maintenance or other work the contractor shall display next to each landing door to such lift a suitable notice indicating that such lift is not available for service.
5. The contractor shall in respect of every lift provide and leave in each lift motor room an approved book in which a history of lift maintenance can be recorded and on the occasion of each and every visit the contractor shall enter in the book the date and time of the visit, any defects found, the work carried out and the time spent, such entry being signed by the contractor's representative. An appropriate space shall be provided for the Project Manager's counter signature and also the signature of the caretaker.
6. The contractor shall submit the Project Manager not more than seven days after each visit a report setting out clearly the work done, any adjustments made, the condition of the electric wiring, control panel and machinery, and details of any further work considered necessary or advisable, including in particular any work necessary or advisable to ensure compliance with any relevant statutory requirement.
7. The contractor shall operate at its premises at all time except on Saturdays, Sundays and Public Holidays, during normal Government working hours, and at all other times shall operate an emergency service and upon receiving notice of a fault from the Commission shall dispatch a technician without delay to investigate and rectify such fault.

8. The contractor shall provide and maintain sufficient telephone facilities to enable fault reports to be made to it by the Commission at all times.
9. The contractor shall send to the Commission not less than fourteen days before each day appointed for payment or before payment falls due of service charges an invoice setting out such charge and the period to which it relates together with details of any charges for additional work carried out by the contractor for the Commission which may then be due and payable.
10. Except where otherwise specified in this contract the Contractor shall carry out all examinations and work required hereunder during normal working hours of normal working days of the Government, but shall at any time, without additional payment, release persons trapped in lifts and leave all in a safe condition until the next working day when he will rectify the defect.
11. The contractor shall without any additional payment undertake to teach and demonstrate to the caretakers the practical ways of evacuation of trapped passengers in the lift either due to mains failure or mechanical breakdowns. The demonstration shall also be in the form of simplified diagrammatic charts in the machine room or on any other location identified by the caretaker
12. The Commission shall be entitled to give to the Contractor notice of its desire add to the list set out in the price schedule hereto a further lift or lifts at the same or other premises as from a date stated in such notice. The contractor shall upon receiving such notice as soon as practicable inspect such lift or lifts and submit a quotation for extending to the same the services provided hereunder as from the date stated in the Commission's notice and upon such quotation being accepted in writing by the Commission such lift or lifts shall be deemed to be included in the price schedule hereto and the extra service charge agreed shall be deemed to be added to that mentioned in the price schedule hereof as of such date as aforesaid.
13. The Commission shall be entitled to give to the Contractor notice of its desire to delete from the list set out in the price schedule hereto one or more lifts as from a date stated in such notice. The contractor shall upon receiving such notice provide a terminal report on the lift at the terminating date together with a terminal invoice, which shall be in proportion to the expired period of maintenance, for approved work done on it and shall thereafter cease to charge in respect of it or to maintain it.
14. The Contractor shall indemnify the Commission against all claims in respect of damage or injury suffered as a result of his error,

negligence or omission in the execution of this contract and shall produce to the Commission on request at any time evidence that it is fully insured with a reputable insurer for all purposes of this contract and against liability under statute in respect of accident or injury to workmen employed on the work whether or not being employees of the contractor.

15. Nothing in this agreement shall preclude the Commission from entering at any time into a direct labour project or a separate contract (whether or not with the Contractor) to take out of use, remove replace or modify any lift or lifts mentioned in the price schedule hereto and during such period as such lift or lifts shall be out of service for that purpose the service charge for such period prescribed by clause 2 hereof shall be reduced by the amount attributable to such lift or lifts as shown against it or them respectively in the price schedule hereto adjusted by a reasonable amount for any expired portion of the maintenance period having regard to the reduction in the Contractor's duties thereby occasioned.
16. The Contractor shall not be liable for any loss, damage, injury or delay due to any cause beyond its control including (without prejudice to the generality of the foregoing expressions) acts of Commission, strikes, lockouts, fire-fighting aircraft, explosion, flooding, riots, civil commotion, acts of war, malicious mischief or theft PROVIDED that if the services to be rendered hereunder in respect of any lift or lifts shall be interrupted by such cause as aforesaid to a serious degree, the service charge payable in respect of the period of such interruption shall be reduced by such amount as may be reasonable.
17. The Contractor shall not assign the benefit or burden of this contract to any person, firm or company (save to an assignee of the lift maintenance business of the Contractor) and shall not without the consent of the Commission sub-contract any of the Contractor's duties hereunder.
18. The Contractor shall supply all tools, test equipment, lifting tackle, scaffolding, labour, transport and subsistence expenses in connection with the contract.
19. The Contractor shall hold in his store stocks of spare parts adequate for the execution of the contract.
20. The Contractor shall comply with any Commission's security regulations and he shall collect keys to machine rooms from the Caretaker when required and after completion shall lock the machine room and return the keys to the Caretaker.

21. The Contractor shall provide when required without extra charge attendance upon the Statutory Lift Inspector.
22. The Contractor shall provide and fix in the main landing hall and lift motor room of each of the lifts in the price schedule hereto a neat indelible label or notice giving the name of the Contractor, the place of its registered office, the telephone numbers for use in normal office hours and the telephone numbers for use in emergency. The Contractor shall remove from these places all such labels and notices appertaining to other lift contractors.
23. The lifts in the contract are the product of reputable manufacturers but the Commission does not have and does not undertake to supply drawings of all the machines, controls or circuitry. The Contractor shall take proper care of those drawings which may be available in motor rooms but which shall remain the property of the Commission.
24. The Contractor shall not in connection with the carrying out of its obligations hereunder do any thing or supply any article in breach or any patent rights and shall indemnify the Commission against the consequences of any neglect or default of the Contractor in this regard including (without prejudice to the generality of the foregoing) the payment of any royalties or other charges falling to be paid by the Commission which but for such neglect or default would not have been so payable.
25. The Contractor shall not at any time assume or be deemed to have assumed possession of any lift or any part thereof unless removed with the Project Manager's permission from the Commission's premises for repair or replacement.
26. Any existing agreement between the Commission and the Contractor with respect to any lift mentioned in the price schedule hereto shall notwithstanding anything therein to the contrary but without prejudice to any rights or liabilities then already accrued terminate immediately before the commencement of this agreement.
27. Subject always to the satisfactory execution of the contract works, payment under clause 2 of the Contract Agreement (F.55) shall fall due upon the submission by the contractor to the Project Manager of detailed invoices, at intervals of three (3) calendar months. The first payment shall fall due at the end of the first three (3) calendar months after the commencement of the contract. There shall be no advance payment.
28. It shall be mandatory requirement for the contractor to keep stock of all spares for each lift. Keeping the lift out of service for a period

of more than one week without any proper cause shall be construed to mean the contractor's failure to perform diligently.

29. The sites of the proposed service works are located within the buildings scheduled under Section V of this document.

The project comprises of servicing of the existing passenger lift/dumbwaiters and ensuring that the lifts are in service 24 hours throughout the **36** months contract period.

PARTICULAR SPECIFICATIONS OF SERVICES

The Contractor shall undertake:

1. To provide once every four weeks reckoned from the commencement of this agreement competent personnel who shall examine, clean, lubricate and adjust all parts of the lift mechanism, guides, floor leveling, lift contactors, selectors, interlocks, car doors, lift gates, cabin ceiling, signals and pushes.
2. On each such occasion to provide and apply as necessary cleaning material, oils and greases, but excluding the draining out of the gear box and replenishing with fresh oil.
3. On each such occasion to leave clear and free from rubbish all portions of floors and walls adjacent to the lift.
4. If called upon by the Commission to do so, to provide attendance by competent personnel to carry out emergency or other necessary work of repair, replacement or adjustment at any time (including night-time and week-ends) between periodical examinations as aforesaid.
5. To **replace** or **repair free** of extra charge to the Commission as and when necessary to maintain the lift in safe and efficient working order, all parts of the lift installation and its lighting and intercommunication systems including but not limited to cabin lamps, contacts, contact springs, brushes to motors, contactors, indicator lamps, selectors, limit switches, relays, fuses and door sensors. **Major spare parts listed in the Schedule of Unit rates** of this document are to be priced separately.
6. During the Statutory Lift Inspection by Commission Inspectors to avail at least one lift mechanic to the site of inspection twice a year.

7. To change oil to motor-gears (gear-cases) at the commencement of this contract in the presence of Commission Lift Inspectors and thereafter annually (note: Topping of oil is part of the service).
8. To carry out brake stripping, cleaning, setting and lining of the brake shoes at the commencement of this contract and thereafter annually in the presence of Commission Lift Inspectors.
9. To set all overloads at the commencement of this contract in the presence of Commission Lift Inspectors and thereafter annually.
10. To strip and set the safety gear mechanisms at the commencement of this contract in the presence of Commission Lift Inspectors and thereafter annually.
11. Within the contract maintenance period, the Contractor shall respond to **call-backs** anytime of the day, night, during public holidays or weekends whenever called upon by the Employer to do so.
12. On the occasion of each and every visit, the contractor shall enter in the logbook the date and time of the visit, any defects found, the work carried out and the time spent, such entry being signed by the contractor's representative. An appropriate space shall be provided for the caretaker's and Project Manager's counter signatures.

SECTION VII - 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 Lifts 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

1. The tenderer/bidder shall before tendering for these works, visit the sites of the proposed service works to ascertain himself with the existing conditions of the lifts and to establish the extent of works required to maintain or bring back the lifts into service.

Prices quoted shall include VAT, withholding tax and all other taxes current at the time of tender. In accordance with Government policy, the **withholding tax** shall be deducted from all payments made to the contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA).

The tenderer is deemed to have included for all the above requirements in his monthly service charge for each lift.

2. Fill in the price in the “**Monthly Service Charge**” Column against each lift or group of lifts.
3. Write “**NO TENDER**” against any lift or group of lifts for which you do not intend to tender or bid for.
4. Total the monthly service charges for all lifts per site
5. Multiply by **36** the total monthly service charges for all the lifts per site and carry forward to Price Summary on page 41.
6. Ensure that you carry forward to “**Form of Tender**” the total costs in the Price Summary.
7. Ensure that you provide cost breakdown of the Total Monthly Service Charge comprising materials, labour, transport and any other costs in the form on page 43.

**LIFT MAINTENANCE AT PARLIAMENTARY SERVICE COMMISSION FOR THE PERIOD 1ST JANUARY 2021
TO 31ST DECEMBER, 2023**

BUILDING	LIFTS											TOTAL MONTHLY SERVICE CHARGE (KHS.)
	TOTAL NO. OF LIFTS	LOAD (KG) PER LIFT	FLOORS SERVICED BY LIFT	TYPE				USER'S REF.	LIFTS M/C NO.	MAKER	Year of Installation	
				SPEED M/S	LIFT M/C	LIFT CONTROLS	DOORS					
CONTINENTAL HOUSE	3	1000	8	1.5	EPB	V3F	ADF	1,2,3		KONE	2001	
TOWER BLOCK	1	450	11	1.6	GLS	Electronic	C/ptg	Pass		KONE		
	1	630	2	1.0	GLS	Electronic	C/ptg	Pass		Mitsubishi	2014	
PROTECTION HOUSE	2	800	14		GLS	Electronic	C/ptg	Pass		Schindler		
	1	1000	14		GLS	Electronic	C/ptg	VIP		Schindler		
COUNTY HALL	1	320	3	1.0	GLS	Electronic	C/ptg	Pass		Mitsubishi	2014	
RED CROSS	1	800	5	1.0	GLS	Electronic	C/ptg	Pass		SJEC	2018	
SENATE-NEW WING	1	800	3	1.0	GLS	Electronic	C/ptg	Pass		SJEC	2018	
	1	1050	3	1.0	GLS	Electronic	C/ptg	Pass		Mitsubishi	2014	
TOTAL MONTHLY SERVICE CHARGE												
TOTAL SERVICE CHARGE FOR 36 CALENDAR MONTHS CARRIED FORWARD TO PRICE SUMMARY												

PRICE SUMMARY

ITEM	<i>DESCRIPTRION</i>	KSHS	CT
1.	Total costs for servicing lifts brought forward from page 40		
2.	Allow for the insurance cover of the works and persons.....		
TOTAL CARRIED FORWARD TO FORM OF TENDER			

TOTAL AMOUNT IN WORDS: - Kenya Shillings.....

.....

Tenderer's Name and Stamp.....

Signature..... Date.....

PIN No..... VAT Certificate No.....

Witness..... Address.....

Signature of witness..... Date.....

SCHEDULE OF COST BREAKDOWN OF THE TOTAL MONTHLY SERVICE CHARGE INDICATED ON PAGE 37

1. The filling of this schedule is mandatory to all bidders.
2. The tenderer is required to give a monthly itemized Cost Breakdown of the materials the tenderer proposes to use in the monthly maintenance of the lifts, including monthly cost breakdowns for labour, transport, administration and any other costs which shall not be included in the material component.
3. The tenderer to ensure that the **TOTAL MONTHLY COST BREAKDOWNS** (for materials, labour, transport and any other costs) tallies with **TOTAL MONTHLY SERVICE CHARGE** indicated in the Schedule of Prices page 37.
4. The bidder will be required to provide the cost breakdowns in the form on page 40.
5. If a bidder quotes for more than one make of lifts, the bidder is required to indicate clearly the make of the lift material being proposed to be used in the monthly maintenance of the lifts.
6. Prices quoted in this schedule shall include VAT, withholding tax and all other taxes current at the time of tender
7. The cost breakdown of the materials, labour, transport and any other costs will be used in certifying the contractor's monthly payments, and any bidder not complying with the foregoing condition/s **will automatically be disqualified**

**SCHEDULE OF COST BREAKDOWN OF THE TOTAL MONTHLY SERVICE CHARGE
INDICATED ON PAGE 37**

Item	Description	Qty	Unit	Rate	Kshs
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.					
TOTAL MONTHLY SERVICE CHARGE					

SCHEDULE OF UNIT RATES FOR ANTICIPATED LIFT SPARES

1. This schedule comprises anticipated lift spares and parts not covered by the scope of works under this contract
2. The tenderer shall insert unit rates against the items listed in the schedule and may add such other items as he considers appropriate.
3. Bidders shall be required to provide unit rates in this schedule for the anticipated lift spares and parts as a **MANDATORY** requirement.
4. The bidders' rates in this schedule must be reasonable and within the prevailing market rates. Where the rates are considered to be higher than the prevailing market rates, the bidder may be disqualified.
5. The filling of this schedule and the unit rates therein shall form part of the Tender Evaluation Criteria, and bidders not complying with requirements (2, 3 and 4) above **may be disqualified**.
6. The agreed rates shall remain valid for the entire contract period
7. As and when a certain lift spare/part is to be replaced, the unit rate in this schedule shall be used, and the contractor shall be instructed to supply and install the said spares/parts at the quoted unit rates after confirming availability of funds from the client.
8. The unit rate shall include for supply, installation, testing and commissioning including VAT, withholding tax and all other taxes current at the time of tender. In accordance with Government policy, the **withholding tax** shall be deducted from all payments made to the contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA).

SCHEDULE OF UNIT RATES FOR ANTICIPATED SPARES NOT COVERED BY THE SCOPE OF WORKS UNDER THIS CONTRACT

ITEM	DESCRIPTION	UNIT RATE (KSHS)
1.0	Lift guard rail shoe	
2.0	Car door	
3.0	Door lock	
4.0	Door roller	
5.0	Door shoe	
6.0	Door sill	
7.0	Curtain of light	
8.0	Landing door	
9.0	Door architrave	
10.0	Lift cabin fan	
11.0	Lift cabin ceiling	
12.0	Cabin lighting fitting	
13.0	Hoist / Lift ropes (per metre)	
14.0	Governor ropes(per metre)	

15.0	Contractor	
16.0	Emergency Power back up device- (AVS)	
17.0	Allow for draining out oil of the gear box and replenishing with fresh oil (if any)	
18.0	Over-speed governor	
19.0	Door handling magnet	
20.0	Fire alarm system	
21.0	Emergency alarm system	
22.0	Power supply unit	
22.0	Drive unit	
23.0	Commutator skimming and undercutting	
24.0	Motor rewinding	
25.0	Various Controller Printed Circuit Board cards (tenderer to provide list and price) a) b) c) d) e) f)	

26.0	Any other item/s (tenderer to provide list and price) a) b) c)	
------	--	--

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