



**Embassy of Italy
Nairobi**

NOTICE OF TENDER

Pursuant to Art. 28 of EU Directive 2014/24, and Art. 7 c. 3 of Ministerial Decree 192/2017

Subject: Restricted procedure for the tender award of engineering and architectural services for Works Supervision and Safety Coordination during the Execution Phase, relating to the construction of a new Compound to be used as the Embassy of Italy on the land located at Limuru Road, Muthaiga, Nairobi, Kenya – CIG **BB05CD82CE**

With the decision to contract n.**37/2026** reg. N. **1180-P of 20/03/2026** this Contracting Authority has decided to initiate a restricted procedure for the selection of an “Economic Operator”, to be awarded the services in question, based on the methods and requirements outlined below.

The procedure will be conducted entirely through the online platform accessible at <https://maeci.traspare.com/>.

The location where the requested services will be performed is Nairobi, Kenya.

NUTS Code: KE, Kenya

This contractor selection procedure is ruled by Ministerial Decree 192/2017, as well as EU Directive 2014/24/EU.

The relationship between the Contracting Authority and the successful bidder will be regulated by the contract, in accordance with the draft contract that will be provided to Economic Operators invited to participate to the second phase of the selection procedure.

1. Contracting Authority

Name: Embassy of Italy in Nairobi

Address: United Nations Crescent, Nairobi

Website: <https://ambnairobi.esteri.it/it/>

The Sole Project Manager, pursuant to Article 4 of Ministerial Decree No. 192/2017, is Administrative Officer Elisa Rossetto, permanent staff member at the Embassy of Italy in Nairobi.

PEC (Certified Email) Address: amb.nairobi.amm@cert.esteri.it

Email Address: amm.nairobi@esteri.it

2. Publication

1. In accordance with Article 7, paragraph 5, of Ministerial Decree 192/2017, on **27/03/2026** the tender notice was published in the Official Journal of the European Union, as well as, together with this notice, on the website of the Contracting Authority indicated above, and on the Central Administration website under the section “Transparent Administration” https://www.esteri.it/en/trasparenza_comunicazioni_legali, and via the online platform on the BDNCP (National Database of Public Contracts) website.
2. In relation to the nature of the activities, Economic Operators are subject to specific confidentiality obligations regarding the documents provided by the Contracting Authority for the preparation of their offer and any data they may become aware of in connection with participation in this procedure. Economic Operators may not use, under any circumstances, the documentation received or produced outside the scope of the present contract. Economic Operators also commit not to make or allow others to make copies, extracts, notes, or elaborations of the aforementioned documents.

3. Clarifications and Communications

1. It is possible to request clarifications regarding this procedure by submitting written questions at least 10 days before the deadline for the submission of offers via the *Traspare* platform. Responses to timely requests for clarifications will be provided at least 6 days before the submission deadline, published anonymously on the Platform in the designated section.
2. The publication shall have the effect of notification; therefore, participants are encouraged to regularly check the institutional website.
3. Requests for clarifications and the corresponding responses will be provided in English, the official language of the tender.
4. Any general communications will be published only on the website in the area reserved for the tender. Communications between the Contracting Authority and Economic Operators shall take place exclusively via email through the Platform and are accessible in the section of the Platform dedicated to this tender. Communications to potential participants (bidders) shall be considered delivered when sent to the email address provided by the participant during the tender. Participants are required to inform the Contracting Authority of any changes to their email address. In the absence of such notification, neither the Contracting Authority nor the *Traspare* Platform Manager/Provider shall be responsible for any failure of communication.

4. Subject of the Contract and Amount

1. This restricted procedure concerns the procurement of engineering and architectural services for Works Supervision and Safety Coordination during the Execution Phase, related to the construction of a new Compound to be used as the Embassy of Italy on the land located at Limuru Road, Muthaiga, Nairobi, Kenya.
2. For this contract, given the nature of the services involved, the separation into different tender lots does not apply; therefore, the architectural and engineering services to be awarded constitute a single performance lot. Dividing the services into multiple lots would compromise the proper execution of the highly interconnected activities.
3. The value of the designed works is as follows:

WORK ID	AMOUNT USD
<i>E.16 (BUILDING CATEGORY)</i> <i>Offices and headquarters of companies and organizations; municipal, provincial, regional, and ministerial offices; local courts, tribunals, courthouses; penitentiaries; barracks with major technical equipment; police headquarters.</i>	4.472.317,59
<i>P.01 (LANDSCAPE, ENVIRONMENT, NATURALIZATION WORKS...)</i> <i>Works related to the restoration and management of natural or naturalized ecosystems, protected natural areas, and areas of wildlife significance; works related to landscape restoration of compromised territories and interventions on structural elements of the landscape; works for the configuration of landscape layouts.</i>	1.234.396,22
<i>S.03 (STRUCTURES)</i> <i>Reinforced concrete structures or parts of structures – related structural verifications – scaffolding, centering and temporary structures with a duration exceeding two years.</i>	1.718.758,40
<i>S.05 (STRUCTURES)</i> <i>Dams, locks, elevators, retaining and defence works, embankments, backfills; tunnels, underground and underwater works; special foundations.</i>	4.904.633,64
<i>IA 0.1 (SYSTEMS)</i> <i>Systems for the supply, treatment, and distribution of water inside buildings or for industrial purposes; sanitary systems; domestic or industrial sewage systems and works related to wastewater treatment; distribution networks for</i>	340.314,22

liquid or gaseous fuels; systems for the distribution of compressed air, vacuum, and medical gases; fire protection systems and networks.	
IA 0.2 (SYSTEMS) <i>Heating systems; cooling, air-conditioning, and air treatment systems; mechanical fluid distribution systems; solar thermal systems.</i>	1.037.407,44
IA 0.4 (SYSTEMS) <i>Electrical systems in general, lighting systems, telephone systems, security systems, fire detection systems, photovoltaic systems, for buildings and complex constructions; structured cabling; fiber optic systems; individual equipment for laboratories and complex pilot plants.</i>	2.300.550,26
D.04 (HYDRAULICS) <i>Systems for water supply, pipelines, and distribution designed for simplicity; urban sewers designed for simplicity; underwater pipelines in general; ordinary gas and methane pipelines.</i>	421.207,99
TOTAL	16.429.666,76

4. The estimated value of the contract to be awarded, which serves as the basis for the tender, is **USD 1,265,770.00**, excluding VAT and other indirect taxes.
5. The tender amount has been calculated based on the tariff tables and policies which are present in both the "Legislative Supplement No. 53 – Legal Notice No. 133 – The Architects and Quantity Surveyors Act (Cap. 525): conditions of engagement and scale of professional charges for architects", and the "Engineers Board of Kenya (EBK) Legal Notice No. 20 of 2022 – scale of fees for professional engineering services". Please refer to the fee determination scheme (**Annex 4**).
6. The selected Economic Operator will carry out the services described in **Annex 1 (Technical Specification for the Service)**.

For the execution of the services covered by this contract, considering the construction complexity of the works, the context in which they are located, and taking into account local regulations and construction processes, it is required to establish a minimum **operational structure, a “working group,”** composed of the following professionals:

- a) n. 1 professional, Construction Manager and Head of the Site Works Supervision Office;
- b) n. 1 professional, Health and Safety Coordinator during the Construction Phase;
- c) n. 1 professional, Site Director for Architectural and Landscape/Environmental Works – ID work E.16;
- d) n. 1 professional, Site Director for Structural Works – ID work S.04;

- e) n.1 professional, Site Director for Water, Sanitary, Sewerage, and Fire-Fighting Systems – ID work IA.01;
- f) n.1 professional, Site Director for Mechanical, HVAC, and Solar-thermal Systems – ID work IA.02;
- g) n.1 professional, Site Director for Electrical and ICT Systems – ID work IA.03;
- h) n.1 professional, Quantity Surveyor (Cost and Measurement Expert);

** In the context of Italian regulations on engineering and architectural services, the term "ID work" refers to the classification of the work according to the system introduced by Ministerial Decree 17 June 2016.*

5. Duration

1. The time established by the executive project for the completion of the works is 733 natural and consecutive days, starting from the date of the minutes of the handover of the works. The service for Works Supervision and Safety Coordination during the Execution Phase will begin upon the signing of the contract, starting the necessary preparatory activities for the proper commencement of the construction site, in coordination with the contractor and the Contracting Authority, as described in the annex "Technical Specification for the Service." The service will conclude with the completion of the works and the successful completion of both the functional and technical-administrative testing, until the issuance of the testing certificate.
2. The execution of the assignment must be carried out by fulfilling all the obligations assigned to the specific functional roles according to the laws and regulations in force locally, regarding public works in Italy, private construction in Kenya, and safety in construction sites.

6. Eligible Parties

1. The following entities are eligible to participate in the procurement procedure for the services mentioned in section 4.1:
 - a. Engineering and architectural service providers, professional associations, companies of professionals, engineering firms, and temporary groupings of the aforementioned entities, formed in accordance with the legislation in force in their country of residence.
 - b. Engineering and architectural service providers identified with CPV codes from 74200000-1 to 74276400-8, and from 74310000-5 to 74323100-0 and 74874000-6 established in other EU member states, formed in accordance with the legislation in force in their respective countries.

- c. Other entities authorized under national law to offer engineering and architectural services on the market, in compliance with the principles of non-discrimination and equal treatment among different authorized entities.

7. General and Special Requirements

1. Bidders must possess, under penalty of exclusion, the general requirements ensuring the reliability of the company as set out in the Legislation, specifically in Article 66 and Annex II.12, part V, as well as the special qualification requirements **outlined in the subsequent paragraphs 7.1 and 7.2.**
2. The circumstances referred to in Article 94 of the Code are grounds for automatic exclusion. The presence of the circumstances mentioned in Article 95 of the Code is determined after a confrontation with the Economic Operator.
3. If even one of the participants in an associated form does not meet the general requirements specified in the previous paragraph, the Temporary Grouping of Companies will not be invited to the second phase of the selection procedure.
4. The absence of grounds for exclusion and the possession of special requirements must be certified through a substitute declaration or sworn statement before the competent authority, in accordance with the model provided in **Annex 3**. The Economic Operator authorizes the Contracting Authority to carry out checks, with the relevant authorities, on the truthfulness of the declarations regarding the possession of the requirements.

7.1 Professional Eligibility Requirements

For the purpose of participating in the procurement procedure for services related to architecture and engineering, the economic operators, depending on their composition, must meet the following requirements:

- a) For individual or associated professionals, companies of professionals, engineering firms, other entities authorized under national law to offer engineering and architectural services, and stable consortia of professional companies, engineering firms, and European Economic Interest Groups (EEIGs), the professional eligibility requirements set out in Annex XI of EU Directive 24/2014 must be met;
- b) In the case of participation in an associated form, the requirement mentioned in point a) must be met by each member of the grouping/aggregation of economic operators.

Regardless of the legal nature of the awarded entity, the service must be carried out by technicians with the required skills, who are registered in the relevant professional registers in accordance with the applicable professional regulations, personally responsible and specifically identified in the tender submission, along with their respective professional qualifications.

For the execution of the services covered by the contract, the establishment of a minimum operational structure, a “working group” is required, composed of the following professionals. The number of professionals may vary depending on the specific qualifications of each individual professional. A single professional, if meeting the required qualifications, may perform one or more of the listed roles, except for the “Construction Manager and Head of the Site Works Supervision Office”, who, for this specific contract, cannot coincide with the “Health and Safety Coordinator during the Construction Phase” or any other required professional roles.

Furthermore, considering the high complexity of the project's structures and the importance of this aspect, the Site Director for Structural Works cannot assume any of the other required professional roles.

The Economic Operator, under penalty of exclusion, must therefore identify the following technical figures in the offer, who must meet the requirements listed below. The professional figures listed below include specific expertise related to the nature of the work to be carried out, taking into account the construction sector in Kenya and the European design and construction standards partially adopted by the project:

1. **1 professional Construction Manager and Head of the Site Works Supervision Office**, holding a Master's Degree (3+2 years), or a whole five-year Degree (old system) in Architecture or Engineering disciplines. Registration with the Boards of Registration of Architects and Quantity Surveyors Kenya (BORAQ) or the Engineers Board of Kenya (EBK).
2. **1 professional Health and Safety Coordinator during the Construction Phase**, holding a Master's Degree (3+2 years), or a whole five-year Degree (old system) in Architecture or Engineering disciplines; registration with the Boards of Registration of Architects and Quantity Surveyors Kenya (BORAQ) or the Engineers Board of Kenya (EBK).
3. **1 professional Site Director for Architectural and Landscape/Environmental Works**, holding a Master's Degree (3+2 years), or a whole five-year Degree (old system) in Architecture or Engineering disciplines; registered with the Boards of Registration of Architects and Quantity Surveyors Kenya (BORAQ) or the Engineers Board of Kenya (EBK).
4. **1 professional Site Director for Structural Works**, holding a Master's Degree (3+2 years), or a whole five-year Degree in Engineering disciplines, with the qualification of a licensed Engineer, registered with the Engineers Board of Kenya (EBK).
5. **1 professional Site Director for Water, Sanitary, Sewerage and Fire-Fighting Systems**, holding a Master's Degree (3+2 years), or a whole five-year Degree in Engineering disciplines, with the qualification of a licensed Engineer, registered with the Engineers Board of Kenya (EBK).

6. **1 professional Site Director for Mechanical, HVAC, and Solar-thermal Systems**, holding a Master's Degree (3+2 years), or a whole five-year Degree in Engineering disciplines, with the qualification of a licensed Engineer, registered with the Engineers Board of Kenya (EBK).
7. **1 professional Site Director for Electrical and ICT Systems**, holding a Master's Degree (3+2 years), or a whole five-year Degree in Engineering disciplines, with the qualification of a licensed Engineer, registered with the Engineers Board of Kenya (EBK).
8. **1 professional Quantity Surveyor (Cost and Measurement Expert)**, holding a Master's Degree (3+2 years), or a whole five-year Degree (old system) in Architecture or Engineering disciplines; registered with the Boards of Registration of Architects and Quantity Surveyors Kenya (BORAQ) or the Engineers Board of Kenya (EBK).

Professionals established in other member states, in accordance with the legislation in force in their respective countries, as well as other entities authorized under national law, must demonstrate possession of equivalent qualifications, registration with the relevant professional register as stated above, and any additional requirements stipulated by the applicable national legislation.

The required professional figures must also possess excellent knowledge of the English language and be familiar with the following sector-specific local regulations, which are not exhaustive, as indicated below:

- National Building Code 2024;
- National Construction Authority Act (Cap. 118) — the law establishing the National Construction Authority (NCA).
- Occupational Safety and Health Act 2007 (OSHA) — legislation regarding health and safety at work in Kenya.
- Environmental Management and Co-ordination Act (EMCA) — reference legislation for environmental management and protection.
- Engineers Act (Cap. 530) — regulates engineering professional services in Kenya.
- Architects and Quantity Surveyors Act — regulates the professional services of architects and quantity surveyors in Kenya.
- The Physical and Land Use Planning (Building) Regulations (Legal Notice 239 of 2021) — regulates urban planning and building regulations in Kenya.

All professionals forming part of the minimum Works Supervision Team who are not Kenyan citizens must, at the start of activities and throughout the duration of the contract, be fully compliant with the

applicable immigration and work permit regulations, as set forth by Kenyan law, in relation to the role held and the activities performed.

The client may request, at any time, proof of the existence and validity of the permits as a condition for performing the duties and accessing the site.

7.2 Technical-Professional and Economic-Financial Capacity Requirements

The candidate must possess and specify the following requirements:

- a) Insurance coverage against professional risks for a guaranteed amount per insured, per incident, and per insurance year, not less than 10% of the contract value, with a limit of 1,642,967.00 USD;
- b) Global turnover for works supervision and safety coordination services, equal to or greater than the estimated value of the service of 1,265,770.00 USD, accumulated in the three years prior to the publication of this tender notice;
- c) Having carried out, in the last five years, at least two works supervision services related to works similar in size and technical characteristics to those of the contract, with a total value equal to at least 0.6 times the estimated value of the works (16,429,666.76 USD).

Category of Works	Value of Works	0.6 Value of Works
STRUCTURE WORKS	6.623.419,04 USD	3.974.051,42 USD
CIVIL AND ARCHITECTURAL WORKS	5.706.767,81 USD	3.424.060,68 USD
MEP WORKS	4.099.479,91 USD	2.459.687,94 USD
TOT. 16.429.666,76 \$		

It will be taken into consideration Services completed within the five years preceding the publication date of this Notice, or, if not fully completed, the portion of services finished during the same reference period.

If the services in question were provided within Temporary Groupings of Companies (RTIs), only the portion carried out by the bidder will be considered.

The proof of the requirement will be provided by the successful Economic Operator as follows:

- services performed for public or private clients: the submission of a reference letter from the client is required, confirming the proper and regular execution of the service, with specific indication of the sector of activity (Works Supervision/Construction Supervision), the value of the works under supervision, the period of service execution, along with

either a copy of the contract, a copy of paid invoices, or appropriate banking documentation proving payment.

- d) The Works Supervision office must demonstrate that, over the last three years, it has employed a stable and adequately organized technical team, with an average annual number of technical staff (such as engineers, architects, quantity surveyors, specialized technicians, or equivalent roles) at least twice the number of professionals required by this contract as the "minimum operational structure" (working group). This requirement must be demonstrated by suitable documentation, such as statements from the firm, company organizational charts of the technical staff employed, or company documentation.

8. Sub-Contracting

The contract cannot be transferred, under penalty of nullity of the transfer itself. Considering that the Works Supervision and Safety Coordination services in the Works Execution Phase, subject to this notice, concerning the construction of a complex project from an architectural, structural, and systems standpoint, which requires, throughout its execution, careful oversight characterized by a multitude of complex services, it is also firm and essential that the direct responsibility and guarantee of the Construction Manager (D.L.) and Safety Coordinator (C.S.E.) towards the Embassy of Italy in Nairobi are maintained. For all services under this contract, subcontracting is not allowed.

9. Method of Submission of the Application for Participation

1. Economic Operators who wish to participate in this First Phase of the Tender must submit their Participation Application, including the Administrative Documentation ("Envelope A"), exclusively via the web portal/platform "TRASPARE" at https://maeci.traspare.com/employees/sign_in to which candidates must register following the instructions provided (see Attachment No. 5 - Guidelines for e-procurement on TRASPARE).
2. Steps for registration: access the portal https://maeci.traspare.com/employees/sign_in and create a user profile ("register at our portal").
3. Fill out the registration form to sign up on the platform as an Economic Operator https://maeci.traspare.com/employees/activation_supplier_module ("fill in the activation form") (as the "registered email (REM)", it is also possible to use your standard email address).
4. Verify the account and confirm the registration on the portal as an Economic Operator (after completing the activation form, piattaforma.traspare@pec.it, the platform will send an email to your REM or email address containing a link "Activate Account").

5. Once the registration is completed, log in, go to the “Tender Procedures” section (“manage your tender procedures”), and click the “open procedures” button in the left menu. (You can also find this Notice by using the “search” function with the CIG number BB05CD82CE).
6. To submit the administrative documentation and send the offer, the following steps are required:
 - a) Click on “participate”;
 - b) Select the “type of participation” on the next page;
 - c) Upload the administrative dossier on the TRASPARE Platform, as per the instructions provided in Attachment C (in this first phase, do not upload the Technical Proposal and Economic Proposal);
 - d) Click on “submit offer.”

It is possible to ignore the request to digitally sign the documentation (you may upload files in P7M, zip, and pdf formats).

The Participation Request, which must include the Administrative Documentation (“Envelope A”), must be submitted by the deadline of 30/04/2026, at 18:00 (Kenyan local time).

7. The interested economic operators must submit the Participation Request in accordance with the instructions provided in this Notice, after registering on the Platform following the methods outlined in **Attachment 5**.
8. The electronic submission of the Participation Request is at the sole risk of the sender. Failure to submit the request within the stipulated time and according to the indicated methods will result in the exclusion of the bidder.
9. The Participation Request and the related documentation must be registered by the system no later than 18:00 on 30/04/2026.
10. For the purposes of the submission deadline for the participation requests, only the communication sent in the appropriate section of the Platform regarding the acquisition of the participation request will be considered valid.
11. If the participation request and the related documentation are signed by a representative of the Economic Operator, appropriate documentation (e.g., power of attorney, resolution, etc.) proving the signing authority must be provided.
12. The participation request and the related documentation must be **written in English**.
13. **Pursuant to Article 1, paragraph 2, letter b) of Resolution No. 598 of December 30, 2024, this procedure is exempt from the obligation of contributions to the ANAC (National Anti-Corruption Authority).**

10. Contents of the Participation Request

1. The participation request must include the following documentation:
 - a) **Participation Request (Annex 2).**
 - b) **Single Document of Requirements (DGUE) related to the participation request (Annex 3)**, to attest to the absence of exclusion causes referred to in Article 9, paragraph 3 of DM 192/2017, as well as any other equivalent situations foreseen by local regulations.
 - c) Possible power of attorney certifying the signatory's authority, under penalty of exclusion.
 - d) In the case of a temporary grouping already constituted, an authentic copy of the collective mandate document, indicating the designated party as the representative or lead member, the share of participation, and the services or parts of the services to be assigned to each Economic Operator in the grouping.
 - e) In the case of a temporary grouping not yet constituted, a declaration of commitment to establish the grouping by assigning a mandate to the designated lead party, indicating each member's respective share of participation and the services they will perform for this contract.

11. Qualification Procedure

1. The Sole Project Manager (RUP), in a closed session, shall, on the basis of the documentation submitted by the candidates, verify the adequacy of the documentation provided with regard to the requirements necessary for participation and any other required formalities, including the accuracy of the various declarations. Minutes shall subsequently be drawn-up listing the candidates admitted and, separately, those who may be excluded, indicating the reasons for such exclusions.
2. In the event of missing, incomplete, or any other essential irregularities in the documentation submitted, the contracting authority will grant the Economic Operator a period, no longer than ten days and no shorter than five, to provide, supplement, or regularize the necessary declarations. Failure to submit the commitment to grant a mandate (letter d, article 7) can be regularized by documents with a certain date before the deadline for submitting the participation request. If the deadline expires without resolution, the Economic Operator will be excluded from the procedure. Essential non-curable irregularities include documentation deficiencies that prevent the identification of the content or the responsible party for the documentation.
3. Exclusion of Candidates: candidates will be excluded from the procedure if, at any stage of the process, they fall into any of the cases indicated in Article 9, paragraph 3, DM 192/2017 or any equivalent situation outlined by local legislation.
4. Selection of Qualified Operators: among the qualified Economic Operators, no fewer than 5 (five) and up to 10 (ten), where available, will be selected and invited to participate in the next phase of the procurement process, in accordance with Article 28 of Directive 2014/24/EU. If, after the

selection phase, the number of eligible Economic Operators is fewer than five, the contracting authority may proceed by inviting all the qualified operators to the next phase of the offer submission. This will not be grounds for annulment or suspension of the procedure, provided that the other selection criteria and principles of equal treatment are respected.

5. Selection Based on Evaluation Criteria: if the number of admitted applications exceeds ten, the contracting authority will select the ten operators to be invited to submit an offer, based on the highest scores attributed according to the following criteria:
 1. **Annual average global turnover** over the past three years for construction management services **greater than 1 and up to 1.5 times** the estimated contract value: **1 POINT**;
 2. **Annual average global turnover** over the past three years for construction management services **greater than 1.5 times** the estimated contract value: **2 POINTS**;
 3. **Completion in the past five years of a construction management/supervision services** for projects of similar size and technical characteristics to those being contracted, for a total amount **greater than 0.6 times and up to 0.8 times** the estimated value of the works: **1 POINT**;
 4. **Completion in the past five years of a construction management/supervision services** for projects that are analogous in size and technical characteristics to the works being contracted, with a **total value greater than 0.8 times** the estimated value of the works: **2 POINTS**.
6. In the event of a tie in the scores awarded to the candidates ranked in the last eligible position, the Contracting Authority shall invite to the second phase of the procedure all those who have obtained the same score as that corresponding to the last eligible position.

If the number of participating Economic Operators is fewer than ten, all applicants whose application for participation has been deemed eligible shall be invited.
7. The minutes and the list of economic operators who have submitted a request to be invited, as well as the list of economic operators actually invited to submit a tender, shall be confidential; access to these documents shall be deferred until after the deadline for the submission of the offers.

12. Second Phase of the Procurement Procedure

1. The award will be based on the most economically advantageous offer, with an objective evaluation of the best quality/price ratio. The scoring breakdown is as follows: Technical Evaluation: **80%**, Economic Evaluation: **20%**.
2. The criteria for evaluating both quantitative and qualitative elements will be communicated directly to the selected economic operators in the invitation letter. Additionally, the letter will provide the date to download the necessary technical documentation for submitting both the technical and economic offers.

13. Personal Data Protection

1. The Contracting Authority guarantees the protection of personal data provided by the Economic Operator in accordance with the legislation in force in Italy concerning the protection of natural persons with regard to the processing of personal data, as set out in the information notice attached as Annex No. 6.
2. By signing the information notice, the Economic Operator gives consent to the processing of the aforementioned personal data by the Contracting Authority, including the checks and verifications provided for.

14. Applicable Law and Competent Court

1. The contractor selection procedure is governed by Italian laws, specifically by D.M. 192/2017, as well as Directive 2014/24/EU.
2. Any disputes related to this contract are subject to the exclusive jurisdiction of the Regional Administrative Court of Lazio (Tribunale Amministrativo Regionale del Lazio), located at Via Flaminia 189, 00196 Rome, Italy.

Nairobi, 27/03/2026

Signature of the Project Manager (RUP)

Attachments to this Tender Notice:

Annex n.1 – Technical Performance Specifications of the Service

Annex n.2 – Participation Request

Annex n.3 – Single Document of Requirements (DGUE)

Annex n.4 – Professional Tariff Determination Scheme

Annex n.5 – Registration Methodology for the *Transpare* Platform

Annex n.6 – Data Protection Notice

Section 1

SPECIFICATIONS FOR THE PERFORMANCE OF THE SERVICE

1. General Conditions

This Special Performance Specifications (hereafter referred to as "Tender Specifications") regulates the general conditions, modalities, and terms for the execution of the engineering and architectural services for Construction Supervision and Safety Coordination during the Execution Phase concerning the works for the CONSTRUCTION OF A NEW COMPOUND TO BE USED AS THE ITALIAN EMBASSY on the land located at Limuru Road, Muthaiga, Nairobi, Kenya, CIG: BB05CD82CE

The construction/production drawings and the final project for the work to be carried out was verified by GETSO Consultants Ltd and validated by the Project Manager (RUP) Dott. Paolo Rotili, in its final draft, with the related report dated 07.04.2025.

The intervention involves the design of a multi-story building complex with a maximum of two above-ground floors. The land where the project is located, situated at Limuru Road (Nairobi), in the Muthaiga neighbourhood, has a hilly terrain, and the design and realization of the project required remodelling the hill to create platforms on which the buildings will be placed. These buildings are connected by drivable and pedestrian paths that allow internal circulation.

A key feature of the project is the construction of retaining structures for soil stabilization, the use of bioengineering techniques, environmental sustainability, and energy efficiency, also achieved through water reuse systems, phytoremediation, and clean energy production through the installation of photovoltaic panels. The area concerned is cadastrally divided into three plots, for a total surface area of 10,250 sqm.

The buildings, according to their intended use, are designated as follows:

Building A: Italian Embassy in Nairobi (Building: CF01)

Building B: AICS Nairobi and AICS Mogadishu, and the offices of the Italian Embassy in Mogadishu (Building: CF02)

Building C: Service Building (Building: CF03)

Building D: Consulate – Consular reception and visa services (Building: CF04)

Building E: Italian Cultural Institute (Building: CF05)

Building F: Vehicles' Access Control (Building: CF06)

Building G: Pedestrians' Access Control (Building: CF07)

Building H: Technical Room (Building: CF08)

From a structural point of view, the buildings (named from A to E) are designed as follows:

A raft foundation composed of three different thicknesses: two greater thicknesses beneath the structural elements (walls – 500 mm and columns – 1160 mm) to accommodate higher stress levels and to comply with the architectural design; and a smaller thickness (250 mm) which serves solely as a connecting element and provides a rigid and level base layer for the finishing layers above.

- The architectural columns that characterize the facades have been made structural and capable of supporting vertical loads.

- In the central part of the buildings, a reinforced concrete core (R.C.) has been inserted. Its purpose is to absorb horizontal loads. The core has been perforated to ensure maximum usability of the internal spaces.

- The floors in the multi-story buildings are made of reinforced concrete slabs, used to avoid issues with thermal bridges.

The roof system consists of two levels: a lower level with varying thickness (from 300 to 700 mm) to support water drainage from the inside to the outside of the building, and an upper level with four slopes towards the central courtyard, with uniform thickness. The post-tensioned solution was used in both levels. This involves cables tied in strands to reduce movements at the serviceability limit state.

Buildings F, G, and H have been designed as follows:

- A slab foundation with a single thickness (500 mm).

- External vertical enclosures consist of reinforced concrete shear walls that support both vertical and horizontal loads. They are characterized by a series of openings that allow for the proper utilization of the spaces.

- Horizontal roofing with continuous reinforced concrete slabs.

The Contracting Authority will make available to those deemed eligible to participate in the second phase of the tender for the awarding of the service, the executive project, including the verification and validation report, and all authorizations obtained from the relevant local authorities to date.

2. Subject of the Contract:

The contract concerns the Engineering and Architecture Services related to:

- Constructions Works Supervision as regulated by Article 114 and Annexes II.14 and I.9 of Legislative Decree No. 36 of March 31, 2023, "Public Procurement Code implementing Article 1 of Law No. 78 of June 21, 2022" and by Ministerial Decree No. 49 of March 7, 2018, "Regulations approving the guidelines on the performance of the functions of the works supervisor and the execution director," as applicable. Locally, this is governed by the Kenya National Building Code - 2024, and Legal Notice 74 of 2014 of the National Construction Authority.

- Safety Coordination during the Execution Phase as regulated by Legislative Decree No. 81 of April 9, 2008, "Implementation of Article 1 of Law No. 123 of August 3, 2007, on Health and Safety in the Workplace," and locally governed by The Occupational Safety and Health Act, 2007.

The Constructions Works Supervision (D.L.) and Safety Coordination during the Execution Phase (C.S.E.) Services must be performed in compliance with the applicable local legislation concerning new private construction developments. These services must be carried out in accordance with the provisions in this performance specification, and in full compliance with all relevant national and local regulations, all as applicable to this contract and the designed project. Specific regulations to be followed are detailed in the following list, which is indicative but not exhaustive:

- a) Decree of November 2, 2017, No. 192 (Regulations concerning the procedures for selecting contractors and executing contracts abroad, pursuant to Article 13, paragraph 4, of Legislative Decree No. 36 of March 31, 2023);
- b) Directive 2014/24/EU of the European Parliament and of the Council of February 26, 2014, on public procurement;
- c) Legislative Decree No. 36 of March 31, 2023, Public Procurement Code implementing Article 1 of Law No. 78 of June 21, 2022, delegating the Government on public procurement matters;
- d) Legislative Decree No. 81 of April 9, 2008, Implementation of Article 1 of Law No. 123 of August 3, 2007, on health and safety in the workplace;
- e) Interministerial Decree of February 16, 2012, No. 51 - Ministry of Foreign Affairs. Regulation concerning provisions on health and safety in foreign offices pursuant to Article 3, paragraph 2, of Legislative Decree No. 81 of April 9, 2008;
- f) Decree No. 49 of March 7, 2018, Regulation approving: "Guidelines for the performance of the functions of the works supervisor and the execution director."

Regarding the regulatory references to be followed in relation to the applicable local legislation in the sector of new construction, below is a non-exhaustive list:

- a) National Building Code 2024;
- b) National Construction Authority Act (Cap. 118) — the law that establishes the National Construction Authority (NCA);
- c) Occupational Safety and Health Act 2007 (OSHA) — regulation on health and safety at work in Kenya;
- d) Environmental Management and Coordination Act (EMCA) — reference regulation for the environment and environmental management;
- e) Engineers Act (Cap. 530) — regulates professional engineering services in Kenya;

- f) Architects and Quantity Surveyors Act — regulates professional services for architects and quantity surveyors in Kenya;
- g) The Physical and Land Use Planning (Building) Regulations (Legal Notice 239 of 2021) — governs urban planning and building regulations in Kenya.

The Construction Manager and Head of the Site Works Supervision (D.L.) and Safety Coordination during Execution (C.S.E.) will also be carried out in compliance with the applicable technical regulations for the execution of the designed work, in accordance with Italian public works regulations, urban planning, general building codes, environmental sustainability, and energy efficiency for buildings and systems, earthquake-resistant construction, geology, hydraulics, hydrogeology, geotechnics, technological systems, lighting, safety and control of systems, acoustics, hygiene and sanitary requirements for buildings, fire prevention, building technology and production, operational management, and waste disposal, life cycle of the project, and project management methodologies.

3. Execution of the Service

The requested services form a single contract and exclude the eligibility of partial offers during the bidding phase.

CONSTRUCTION WORK SUPERVISION (D.L.)

The office of Construction Manager and Head of the Site Works Supervision is responsible for the technical, accounting, and administrative control of the execution of the project, aimed at ensuring the work is carried out according to the rules of the art, in compliance with what is prescribed in Annex II.14 of the Public Contracts Code (D.lgs. 36/2023) and by D.M. 49/2018 for the applicable parts. As a supplement to this regulation, the service must be carried out in compliance with the following obligations:

- Continuously update the RUP (Responsible for the Procedure) on the progress of the work;
- Ensure that the work is executed in accordance with the following:
 - The Executive Project documents approved with the Validation Report of 07.04.2025;
 - Formally appoint the Technical Director and the Site Supervisors/Inspectors for their activities;
 - Operate autonomously and in compliance with the service provisions provided by the RUP;
 - Coordinate and supervise the activities of the entire Work Supervision Office (or Work Group);
 - Communicate exclusively with the executing company and the RUP regarding the technical and economic aspects of the contract for the execution of the project;
- In case of using digital construction management methods and tools, the Work Supervision ensures that these are used in an interoperable manner with the tools for managing the work

accounting. The Work Supervision may also use structured and interoperable tools for collecting and recording data in line with the digital management of the project.

- Periodically verify the possession and compliance by the executing company with the documentation required by the current laws regarding employee obligations;
- Report to the RUP any non-compliance by the executor concerning subcontracting matters;
- Carry out all the controls and tests required by current national and European regulations, as well as the special tender specifications, preparing a report in case of findings to be submitted to the RUP;
- Ensure that the technical documents, site or laboratory tests, and certifications based on the product life cycle analysis (LCA) of materials, processes, and systems comply with the required standards;
- Verify the presence of authorized subcontracting companies and subcontractors on site, ensuring the actual performance of the tasks entrusted to them, in compliance with the regulations in force and the contract. Record any disputes raised by the contractor regarding the regularity of subcontracted work and identify any non-compliance by them with the related provisions, reporting these issues to the RUP if necessary;
- Assist the RUP in carrying out the verification activities of the technical capacity requirements when the contractor resorts to subcontracting;
- Provide the RUP with the necessary instructive and advisory support for investigations aimed at adopting modifications, variations, and contractual amendments, keeping in mind the possibility to make detailed modifications not involving an increase or decrease in the contractual amount, notifying the RUP in advance;
- Determine, in consultation with the contractor, the new prices for works and materials not foreseen by the contract, and check with the RUP the limits of the authorized amounts;
- In agreement with the RUP, monitor and update the project documentation regarding any changes during the works concerning all aspects of the project—structural, systems, technological, and finishing works;
- With the authorization of the RUP, prepare the necessary documents for any changes to the approved executive project during the works, as regulated by the Public Contracts Code, and if necessary, submit a request for prior authorization from the competent authorities;
- Ensure continuous verification of the validity of the maintenance program, user manuals, and maintenance manuals, modifying and updating their content upon completion of the work;

- Carry out technical, accounting, and administrative direction and control of the works and supplies, measurement, accounting, and settlement of the executed works, and prepare all the related documentation;
- Provide the necessary data for accounting and reporting of works and supplies in accordance with the administrative management system used by the Administration;
- Ensure that the current regulations regarding the deposit of structural construction projects are applied and that the necessary authorization has been issued for works in seismic risk zones;
- Submit all necessary paperwork and communications to the relevant authorities before the start of the works, during the works, and upon completion, including the certificate of completion and certificate of habitability (agibilità);

Before the work is handed over by the RUP (Project Manager) and before the construction activities begin, the Construction Manager and Head of the Site Works Supervision Office, through his working team and in collaboration with the Project Designer/Architect, must verify the existence and validity of the authorizations and permits already obtained and identify any additional approvals necessary to start the works. The Construction Manager and Head of the Site Works Supervision Office, in coordination with the Construction Contractor and the Contracting Authority, must ensure technical support and control for the obtaining of all the necessary permits. Additionally, the Construction Manager and Head of the Site Works Supervision Office must pre-emptively take the following actions:

- Verify the regularity of the concessions, authorizations, and any administrative acts required.
- Verify the availability of the areas involved in the work and ensure they are free from any obstacles that may hinder the commencement of the construction site.
- Analyse the entire project, including its dimensional and technical specifications, as well as the executive drawings of the improvements proposed by the contractor, produced and offered during the tender and integrated into the construction contract.
- Examine the construction contract between the Contracting Authority and the Contractor who will carry out the construction works.

At the time of the handover of the construction site, the Construction Manager and Head of the Site Works Supervision Office must compile the relevant site-handover report and he needs also to:

- Hand over the areas involved in the work to the Contractor.
- Present the approved executive project, integrated with the updated approved documents and the executive drawings of the improvements offered, providing the necessary clarifications and details.

- Verify the details of the individuals with representation powers of the contractor who will carry out the work.
- Record any statements made by the contractor regarding the names of any site guards and/or custodians.

During the execution of the works, the Construction Manager and Head of the Site Works Supervision Office must ensure to:

- keep and maintain the measurement book;
- keep and maintain the summary of the accounting register and the accounting register itself;
- maintain the weekly lists of workers and supplies;
- issue progress payment certificates (States of Work Progress) within the deadlines set in the works contract;
- update the works schedule (construction timetable);
- identify and verify materials before their entry onto the construction site through the technical data sheets provided by the manufacturer;
- verify, during the execution of the works contract, the quality of the materials used and ascertain that they comply with the quality standards and technical specifications required by the contract and/or the technical specifications, as well as with applicable regulations and laws, with particular reference to the provisions contained in the project design;
- qualify materials through acceptance documentation and/or experimental testing;
- arrange and carry out the necessary inspections, tests and analyses on materials;
- reject materials in specific cases where non-compliance is detected;
- carry out functional testing of installations and obtain the declarations of conformity;
- obtain the waste disposal documentation relating to construction materials and excavated soil;
- verify compliance with environmental regulations;
- accept materials through a formal acceptance report, always in compliance with the requirements of the technical specifications, applicable regulations and laws, with particular regard to the provisions contained in the project design;
- approve any detailed structural calculations and technical installation calculations prepared by the contractor responsible for carrying out the works;
- issue service orders to which the contractor must comply without suspending or delaying the regular progress of the works;
- verify and supervise the companies involved in the works and supplies, particularly with regard to the provisions of the works contract specifications and compliance with the rules governing subcontracting, including verification of the coordination of the activities of subcontractors;

- prepare the reports of suspension and resumption of works;
- carry out periodic inspections of the construction site during periods of suspension in order to verify the condition of the works and the possible presence of labour and machinery, and to issue the necessary instructions to limit machinery and manpower to the extent strictly necessary to prevent damage to the completed works and to facilitate the resumption of activities;
- manage technical disputes and reservations, in accordance with the procedures established by the applicable regulations, the Contracting Authority and the works contract specifications;
- prepare reports recording damage caused by force majeure events;
- provide clarifications, explanations and documentation to the testing and commissioning authority, assisting it in the performance of its duties and approving, after examination, the programme of testing and commissioning of installations;
- provide assistance to the testing authority both with regard to the preparation, verification and validation of the required documents and reports, and with regard to inspections, tests during construction, and the final technical-functional and technical-administrative acceptance tests, including the verification of the “as-built” documentation and drawings;
- provide assistance to the testing authority also in the case of tests carried out during the execution of the works;
- verify and coordinate the implementation by the Contractor of the procedures relating to the criteria and methods for the preparation of execution schedules and the management of progress monitoring, in accordance with the contractual documents;
- prepare technical and accounting reports and payment certifications;
- update the operation and maintenance manuals;
- verify compliance with the works execution deadlines indicated in the schedule attached to the final design and detailed in the works execution programme, reporting to the RUP any delays, malfunctions or failures to comply with contractual provisions and the works schedule;
- report to the RUP any accidents involving persons or damage to property, describing the event and indicating the appropriate measures to be adopted to mitigate the resulting damage.

At the end of the works, the Construction Manager and Head of the Site Works Supervision Office must:

- Issue the certificate of completion of the works.
- Communicate the completion of the works to the relevant authorities.
- Prepare the final account and the related report.

- Submit all technical-administrative documentation, certifications, statements, "as-built" drawings, manuals, and maintenance guides, etc., produced by the executing contractor(s) to the RUP.
- The tasks of the eventual Technical Director, Operational Directors, and any site inspectors will be defined autonomously by the Works Management Office based on its organizational and management structure to assist the Director of Works in carrying out the functions and obligations mentioned above and in the proper conduct of all planned activities.

The Works Management Office is responsible for controlling the BoQ related expenditures related to the execution of the works, by conducting site surveys and verifying accounting documents.

The Office of the Construction Manager and Head of the Site Works Supervision is required to sign all legally required accounting documents, including progress payments (SAL), and final payment certificates.

SAFETY COORDINATION DURING THE EXECUTION PHASE (CSE)

The service of the Safety Coordinator during the Execution Phase must be carried out in compliance with the international sector regulations established by the International Labour Organization (ILO), including, but not limited to:

- C167 - Convention on Safety and Health in Construction, 1988
- R175 - Safety and Health in Construction Recommendation, 1988 (No. 175)
- R164 - Recommendation on the health and safety of workers, 1981
- C161 - Convention on Occupational Health Services, 1985
- R171 - Recommendation on Occupational Health Services, 1985

Additionally, reference is made to the local regulations, specifically The Occupational Safety and Health Act No. 15 of 2007, Rev. 2012, and the Italian legislative decree D.lgs. 81/2008, regarding Italian law dispositions about health and safety on workplaces.

The contractor of the service in question must bear all necessary instrumental and organizational costs for the execution of the C.S.E. service.

In particular, the C.S.E. must:

- Verify, through appropriate coordination and control actions, the application by the executing companies and independent workers of the relevant provisions contained both in the specific documents (e.g., Health & Safety Report, Interference Report, etc.), and the documentation prepared by the Contractor before the commencement of works.

- Verify the adequacy of the Contractor's safety plan (Health, Safety and Environment Plan), ensuring its consistency with the evolution of the works and any modifications that have occurred, evaluating the proposals from the executing companies aimed at improving safety on the construction site.
- Verify that the executing companies, if necessary, adjust their respective Operational Safety Plans (Health, Safety, and Environment Plan);
- Issue opinions, including the drafting of reasoned reports, for the amicable resolution of disputes and claims from the company, where these are caused wholly or partially by disagreements regarding safety measures;
- Prepare periodic reports that the Contracting Authority, through the Project Manager (RUP), may request at any time, both on the methodologies adopted in plan updates and on the safety techniques applied in works that deviate from the approved project;
- Promote and participate in periodic meetings on-site and/or at the office of the works management, which the Contracting Authority, through the RUP, or the Works Director and the Coordinator may request at any time in order to resolve technical or managerial issues that could jeopardize the progress of the works.

The activity of the Safety Coordinator during the execution phase must be carried out in accordance with current regulations, with the obligation to align their work with any new laws or regulations that come into force during the assignment.

The C.S.E. (Coordinator for Safety during Execution) must provide the RUP (Project Manager) with assistance regarding any obligations imposed on the Contracting Authority by mandatory laws and by the requirements issued by the authorities responsible for site inspections.

The C.S.E. must promptly report any changes deemed necessary to the Contractor's Operational Safety Plan (Health, Safety, and Environment Plan), arising from variations during construction, modifications to the work schedule, or other unforeseen circumstances. Additionally, the C.S.E. must verify the compliance of the executing company with current safety regulations, monitoring the application of the measures required by safety standards throughout all phases of site execution, and issuing the necessary corrective instructions.

Failure by the company to comply, with the timeliness required relative to the state of risk and danger, must be reported to the RUP and, if necessary, to the competent authorities.

The C.S.E. must ensure, for the entire duration of the works and in the most appropriate forms, constant availability during the company's working hours, either personally or through a designated

collaborator. To guarantee safety on site, the C.S.E. must confirm their presence whenever necessary, particularly during high-risk operations or when such operations are identified as high-risk in the Safety and Coordination Plan, or whenever requested by the Construction Manager and Head of the Site Works Supervision Office and/or the RUP.

The Health and Safety Coordinator during the Construction Phase during the execution phase shall also:

- Verify, through appropriate coordination and control actions, the application by the companies and self-employed workers of the relevant provisions contained in the Health, Safety, and Environment Plan, as well as the implementation of the related work procedures. This activity must be documented through site inspection reports, signed by the companies and self-employed workers, which must be sent to the Client via the RUP at each progress payment (S.A.L.);
- Collaborate with the Works Director, during the issuance of the progress payments (S.A.L.), for the quantification of safety-related costs to be liquidated, including in cases where the contractor is formed as a multi-party entity;
- Organize cooperation and coordination of activities, and ensure mutual information flow among the employers, such as the Contractor, subcontractors, sub-suppliers, including self-employed workers;
- Verify the implementation of the provisions set out in agreements between social partners in order to achieve coordination among safety representatives aimed at improving site safety;
- Report to the Client or Works Manager, after providing written notice to the relevant companies and self-employed workers, any non-compliance with the provisions and requirements of the Safety and Coordination Plan (PSC), and propose suspension of works, removal of companies or self-employed workers from the site, or contract termination;
- Suspend, in cases of serious and imminent danger, individual operations directly observed until verification of the corrective measures carried out by the relevant companies.

As proof of the timely fulfilment of the C.S.E.'s activities, the instructions and updates must be recorded in the site logbook, which shall be kept on site. These entries must be duly signed by the Health and Safety Coordinator during the Construction Phase and/or their designated collaborator, as qualified above, regarding the site inspections carried out by the Health and Safety Coordinator during the Construction Phase and/or their collaborator, the directives issued in the performance of their duties, and the methods and response times of the company.

The C.S.E. must verify the completeness and regularity of the corporate and contribution documentation of the executing companies. Any difficulties or impossibility in obtaining such documentation must be promptly reported to the RUP.

The C.S.E. must send the RUP a periodic report on the state of safety on site, according to agreements with the RUP and as needed, with the obligation for the coordinator to report the company's non-compliance and to propose corrective measures and/or work suspensions.

The C.S.E. must inform personnel of the Office of Construction Manager and Head of the Site Works Supervision and other external parties who, for various reasons, must access the construction site about specific hazards and appropriate conduct. They must verify possession of Personal Protective Equipment (PPE) and authorize entry to the site, recording personal details in the site logbook or an equivalent document.

OBLIGATIONS AND RESPONSIBILITIES OF THE CONSTRUCTION MANAGER HEAD OF THE SITE WORKS, AND THE C.S.E.

A constant presence of the Construction Manager and Head of the Site Works Supervision Office, and the Health and Safety Coordinator during the Construction Phase (C.S.E.) at the construction site must be guaranteed, providing for a minimum of one site inspection every three days, or at least two inspections per week. These inspections must be documented through notes (including in the Site Logbook), reports, and/or supporting photographic documentation regarding observations, findings, instructions issued, and measures implemented, as well as, where applicable, decisions made and actions taken.

The Construction Manager and Head of the Site Works Supervision Office and the C.S.E. must, on a weekly basis, conduct meetings and/or site inspections together with the RUP to report and document the activities performed under their assignment, and make available to the RUP, in digital format, the inspection reports, site visits, and/or reports and photographic documentation.

All documentation and materials produced must be provided to the RUP, at the full care and expense of the service provider, in the forms and quantities specified below:

- On digital media (CD, DVD, or cloud storage), in open, editable document formats such as ODT, DOC, DWG, etc.;
- In PDF format, digitally signed by the service executor and/or qualified technician, transmitted to the Contracting Authority via certified email (PEC);
- On paper, in duplicate original copies, on pages in ISO 2016 standard A-series formats commonly accepted in practice, folded to A4 and/or bound according to standard practice,

printed double-sided, and signed by the service executor and/or qualified technician with a handwritten signature.

All digital materials must be delivered in a format that is not password-protected.

4. Remuneration for the Service

The base fee for the Works Management and Safety Coordination service during the execution phase is estimated at **USD 1,265,770.00**, excluding social security contributions and statutory VAT.

The base fee has been calculated based on market surveys and the tariff tables included in both the “Legislative Supplement No. 53 – Legal Notice No. 133 – The Architects and Quantity Surveyors Act (Cap. 525): Conditions of Engagement and Scale of Professional Charges for Architects” and the “Engineers Board of Kenya (EBK) Legal Notice No. 20 of 2022 – Scale of Fees for Professional Engineering Services.” Reference is made to the fee determination scheme (Annex 4). The total estimated fee will be subject to the discount offered at the tender stage, which the awardee, by submitting their offer, accepts without raising any objections or exceptions, deeming it fully remunerative for the services required.

The fee indicated above, reduced by the percentage offered, is understood to include all services, travel, site inspections, expenses, and charges of any kind, including travel costs, road expenses, vehicles, meals, accommodation, any studies and activities carried out anywhere, supplies and provisions, and everything else necessary to complete the service in compliance with the provisions of this specification.

The amount that will be contractually agreed for the service shall be considered fixed and non-variable, even in the case of design modifications that have an impact on the amount of works taken as the basis for calculating the fees.

5. Duration of the Service

The time frame established by the executive project for the completion of the works is **733 calendar days**, starting from the date of the official handover of the works. The Office of the Construction Manager and Head of the Site Works Supervision and Safety Coordination services during the execution phase will instead commence from the signing of the contract, during which, in coordination with the Contractor and the Contracting Authority, all preparatory activities necessary for the proper start of the site, as described in the attached "Technical Performance Specifications of the Service," will begin. These services will conclude with the completion of the works and the successful conclusion of both the technical-functional and technical-administrative inspections, up to the issuance of the final acceptance certificate.

The service will end upon the completion of the works and the successful outcome of the technical-functional and technical-administrative inspections, up to the issuance of the Certificate of Acceptance. If the duration of the works should extend beyond the contractual deadlines for reasons not attributable to the Works Management, an adjustment of the compensation may be recognized, in compliance with the conditions and limits set forth in Article 72 of Directive 2014/24/EU, subject to the formal determination of the causes of the delay by the Contracting Authority.

6. Payment Methods – Fee Settlement

The Contracting Authority will make payment for the services rendered, subject to the statutory tax withholdings, VAT, and social security contributions, at the time of issuing each progress payment (S.A.L.) and the payment certificate to the executing company as follows:

- Advances on the service price: up to 30% of the total contract amount.
- Interim payments: up to 80% of the contractual service amount, calculated proportionally based on the work progress reported by the executing company at the time of issuing the payment certificate, net of any progressive recovery of the advance (where applicable) and the 0.5% withholding.
- Final advance: up to 10% of the contractual service amount, upon issuance and approval of the progress payment (S.A.L.) corresponding to the final account and the related final account report.
- Final balance: 10% of the contractual service amount, to be paid within seven days of the issuance of the service compliance verification certificate, which will occur upon approval of the final acceptance certificate with a positive outcome and the delivery of all the technical-administrative documentation required by the RUP (certificates, declarations, schematics, manuals, "as-built" documents, positive opinions issued, etc.).

Payments will be made, upon confirmation of compliance with the obligations set forth in this specification, within 30 days from the receipt of the electronic invoice, duly approved by the RUP, after confirming the actual execution of the service and verifying the fulfilment of social security obligations, as required by current legislation (for example, for Kenyan companies, the Tax Compliance Certificate (TCC), and for Italian companies, the DURC (Documento Unico di Regolarità Contributiva).

If the social security and tax revenue compliances' checks reveal irregularities and/or delays, the Contracting Authority will suspend payments until regularization is achieved, as confirmed by the DURC or an equivalent certificate. Additionally, the Contracting Authority may proceed with the payment of contributions, withholding amounts owed to the Contractor for services rendered. The

Contractor cannot, therefore, raise any objections to the Contracting Authority, nor claim any compensation for damages.

In case of social security non-compliance indicated by the DURC regarding employees of the Contractor involved in the contract execution, the Contracting Authority will retain from the payment certificate the amount corresponding to the non-compliance for subsequent payment directly to the social security and insurance entities. In any case, a withholding of 0.50% will be applied to the net amount of the progressive service payments. The withholdings can only be released during the final settlement, after the Entity's approval of the service compliance verification certificate, upon acquisition of the social security compliance document.

In case of delay in the payment of wages due to the employees of the Contractor, the RUP will formally notify the defaulting party in writing, and in any case, the Contractor will be required to make the payment within the next 15 days. If the validity of the request is not formally contested within the 15-day period, the Entity will pay the overdue wages directly to the workers during the execution phase, deducting the corresponding amount from the sums owed to the Contractor.

In case of explicit disputes from the Contractor regarding payments, the Contracting Authority, upon instructions from the RUP, will suspend payments for the disputed amount only, until the issue is resolved. In such circumstances, the Contractor cannot refuse, suspend, or delay the execution of the services, which must proceed in accordance with the established project schedule.

If, for any reason, the execution of all the planned works is not completed, the payment due will be calculated by proportionally subtracting the amounts corresponding to the works not performed.

The service provider assumes responsibility for all legal insurance and social security obligations and commits to complying with current laws regarding workplace safety and the remuneration of employees. The service provider also accepts the conditions outlined in this specification and contract, including penalties.

In the event that the service provider engages collaborators and/or consultants, separate payments to them will not be permitted or allowed. The service provider remains the sole contractor and is fully responsible for all activities towards the Contracting Authority.

7. Traceability of Payments

In order to ensure the traceability of the financial flows related to the contract in question, the service provider is obligated to use one or more bank accounts at dedicated banking institutions, which may not be exclusively used for this purpose. All transactions must be made exclusively via bank or postal transfer.

8. The contract

The award of the Service will be immediately binding for the service provider, while for the Contracting Authority, it will be subject to the completion of the procedural process. Once the award becomes effective, the contract will be signed in the forms and procedures regulated by DM 192/2017. Reference is made to the contract template available in the subsequent phase of the tender.

9. Subcontracting

Subcontracting is not allowed for any of the services covered by this contract.

10. Penalties

If the Contractor fails to meet the deadlines set forth in Article 3, or in the case of delayed performance of obligations by the service provider as outlined in the articles of this specification, or whenever delays occur in the service instructions issued by the RUP, indicating specific timeframes and methods for carrying out a service (and where such delays are not attributable to the Contracting Authority), a penalty will be applied. The penalty will be calculated at a daily rate of 1‰ (one per thousand) of the contract amount for each day of delay and will be deducted from the amounts owed to the awarded contractor. This is without prejudice to the Contracting Authority's right to claim for any greater damages. In any case, the total penalty amount cannot exceed 10% of the agreed fee.

These penalties will also be applied for the delayed issuance or transmission of any document under the responsibility of the Works Management and the Safety Coordinator during the execution phase, which is mandatory under the law as specified in this specification or requested by the RUP, unless the delay is justified by issues recognized by the RUP.

The penalty does not exclude the Professional's liability for any greater damages suffered by the Client, provided that such damages are duly proven according to the applicable legal standards.

11. Final Guarantee

For the signing of the contract, the Contractor is required to provide a final guarantee, which can be in the form of a deposit or a surety bond, issued by a bank or an insurance company, in accordance with Article 15, paragraph 3, of Ministerial Decree No. 192 of 2017.

The guarantee must expressly include:

- A waiver of the benefit of prior recourse to the primary debtor, and
- Its activation within 15 (fifteen) days upon simple written request from the Contracting Authority.

The guarantee is provided to cover the fulfilment of all contractual obligations and to compensate for damages resulting from the possible non-fulfilment of these obligations, as well as for the reimbursement of any amounts that may have been paid in excess to the contractor compared to the results of the final settlement, without prejudice to the right to claim for greater damages.

The guarantee is subject to progressive automatic release, in proportion to the progress of the execution of the contract, and within the limits of the amount determined by the Contracting Authority, as provided in Article 15, paragraph 5, of Ministerial Decree No. 192 of 2017. The release occurs without the need for a specific request from the Contractor, following the issuance of certificates confirming the status of progress of the services.

The guarantee ceases to be effective only upon the issuance of the provisional acceptance certificate or the certificate of proper execution. The Contracting Authority may request the contractor to reinstate the guarantee if it is partially or fully claimed. In case of non-compliance, the reinstatement will be made by deducting from the outstanding payments due to the contractor.

The Contracting Authority has the right to use the guarantee, up to the maximum guaranteed amount, for any additional costs incurred to complete the works, services, or supplies in case of contract termination for the contractor's default. The guarantee may also be called upon to cover amounts owed by the contractor due to non-compliance arising from violations of collective agreement provisions, laws, and regulations concerning the protection, insurance, assistance, and safety of workers employed in the execution of the contract.

Failure to provide the final guarantee will result in the forfeiture of the contract award and the Contracting Authority will retain the provisional guarantee submitted with the tender, leading to the award of the contract to the next ranked bidder.

In the case of temporary groupings, the surety and insurance guarantees must be presented, by irrevocable mandate, by the leading company on behalf of all the group members, with joint responsibility among the grouped companies remaining intact.

12. Insurance Policies

The service provider, without prejudice to the legal provisions regarding professional liability related to Works Management and Safety Coordination during the execution phase, must, upon signing the contract, have professional liability insurance, extended to cover damage to the work, due to errors or omissions in the performance of the service.

If a specific insurance policy is provided, it must be valid until the issuance of the final acceptance certificate with a positive outcome of the works and must have coverage limits not lower than 10% of the contract value, with a cap of USD 1,642,967.00.

If the service provider is covered by a general professional liability insurance policy for their entire activity, the policy must be supplemented by an appropriate statement from the insurance company, ensuring the same coverage limits and duration as required for the specific insurance.

13. Price Review

The contract is subject to annual compensation revision. Specifically, if the inflation rate, determined based on the applicable official ISTAT (Italian National Institute of Statistics) indices, exceeds a threshold of 3% during the reference period, the contractual fees may be revised, within the limits, conditions, and procedures provided by current legislation, without altering the general nature of the contract.

14. Contract Conditions and Modifications

This contract may be modified during its execution without the need for a new procurement procedure, in the cases and under the conditions provided by Article 72 of Directive 2014/24/EU.

15. Contract Termination

The contract may be terminated without time limitations in the presence of one or more of the conditions and in the manner set out in Article 73 of Directive 2014/24/EU or Article 44 of Directive 2014/23/EU.

16. Liability Towards Third Parties

The Contracting Authority assumes no responsibility for damages that may be incurred by the Contractor, or its employees, collaborators, and independent auxiliaries, or their belongings, in the performance of the services outlined in this specification, or as a result of the exercise or traffic on public roads, or for any other cause not attributable to the Contracting Authority.

17. Official Language

The official language is English. All documents, reports, communications, correspondence, inspection reports, technical and administrative reports, and any other material produced by the service provider must be written in English.

Any type of documentation transmitted by the Contractor to the Embassy of Italy in Nairobi, other than the official version, will be considered as not received.

18. Contractual Expenses, Taxes, and Levies

All contractual expenses, stamps, fiscal duties, taxes, and levies related to and resulting from the performance of the Service covered by the contract are the sole responsibility of the Contractor.

19. Confidentiality Obligation

The Contractor, under penalty of contract termination, is obligated to keep confidential all data and information, including those transmitted through data processing equipment, which they are aware of or possess during the execution of the Service, or in any way related to it. The Contractor must not disclose such information in any manner or form, nor use it for any purpose other than that strictly necessary for the execution of the Service.

This obligation also applies to all original or prepared material produced in the execution of the Service. The Contractor is responsible for ensuring that its employees, consultants, collaborators, and all those involved in the execution of the Service, in any capacity, comply with the above confidentiality obligations.