

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

**Haile Selassie Avenue
P.O. Box 60000 - 00200 Nairobi Kenya
Telephone: 2861000/2863000
Fax 340192/250783**

Email: supplies@centralbank.go.ke

TENDER DOCUMENT

**COMPREHENSIVE MAINTENANCE SERVICE OF SPLIT UNIT
AIR-CONDITIONING SYSTEMS AT CENTRAL BANK, HEAD
OFFICE**

TENDER NO. CBK/05/2016-2017

CLOSING DATE: 12TH AUGUST, 2016 AT 10:30AM

GUIDELINES ON PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

- 1. Read Section I – Invitation to Tender carefully.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; Whether Tender Security is required or not; where and when the tenders should be submitted; and place where tenders will be opened.
- 2. Read Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out upto to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix prevail.
- 3. Read the Evaluation Criteria:** This gives information on how the tenders will be evaluated. Tenderers should be able to evaluate their bids even before submission to determine in advance whether they meet the requirement of the tender or not. By following the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Required to Form the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes: i) Section I – Invitation to Tender; ii) Section II – Instruction to Tenderers; and iii) Section III – General Conditions of the Contract	This sections remain as they are in the tender document.
2	Copy of Certificate of Incorporation or Business Registration Certificate as per the tender requirements	
3	Copy of tax compliance certificate valid at least upto the date of tender opening	
4	Tender Security of Kshs. 50,000.00 from a bank or an insurance company approved by Public Procurement Regulatory Authority (PPRA). The tender security should be in the format provided in the tender document or duly filled and signed Tender Securing Declaration Form in case of disadvantaged groups	Validity period is from the date of tender opening
5	Manufacturers Authorization letters	
6	Signed copies Financial Statement for the last three consecutive years	
7	Copy of current registration certificate as an air conditioning or refrigeration contractor issued by National Construction	

	Authority (NCA).	
8	Financial proposal containing priced schedules	Prices to be quoted inclusive of all taxes
9	Duly filled and signed Form of Tender in the format provided in the tender document	
10	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
11	Copy of Company profile. This should include: i). List of technical personnel with copies of testimonials (CVs and Certificates); ii). List of equipment owned or leased: iii). List of contracts done previously with supporting documents e.g LPOs and Contracts.	
12	Duly filled and signed declaration form in the form provided in the tender document	
13	Visited the site and signed Site Visit Register	

SECTION I: INVITATION FOR TENDERS

1. The Central Bank of Kenya invites sealed tenders from eligible service providers for **provision of comprehensive maintenance services of Split Unit Air-Conditioning Systems at Head Office** for a period of two years.
2. Interested eligible candidates may obtain further information and inspect tender documents at the office of **Ag. Director, Department of Procurement and Logistics Services, on the 5th Floor of Central Bank of Kenya Headquarters Building on Haile Selassie Avenue, Nairobi** during normal working hours.
3. A complete set of tender document containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, Procurement and Logistics Services Department on 5th Floor upon payment of Non-refundable fee of KShs.1,000 in cash or Bankers Cheque payable to Central Bank of Kenya OR downloaded from the IFMIS website: www.supplier.treasury.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke for free. Bidders who download the tender document are advised to sign a tender register at Procurement Division on 5th Floor CBK Building or email their contact address using the email: supplies@centralbank.go.ke before the tender closing date.
4. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
5. Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00**, valid for **150 days**. Failure to attach the Tender Security will lead to automatic rejection of the tender.
6. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in the **Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue, Nairobi before **12th August, 2016 at 10:30am**. Late bids will not be accepted and will be returned unopened.
8. Tenders will be opened immediately thereafter **i.e. 12th August, 2016 at 10.30 am** in the presence of the Candidates or their representatives who choose to attend the opening at the **Conference Room located on 5th floor of the CBK Building**.

**Ag. DIRECTOR,
DEPARTMENT OF PROCUREMENT AND LOGISTICS SERVICES**

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER	4
SECTION II INSTRUCTIONS TO TENDERERS	6
Appendix to Instructions to tenderers	18
Evaluation Criteria	19
SECTION III GENERAL CONDITIONS OF CONTRACT	21
SECTION IV SPECIAL CONDITIONS OF CONTRACT	25
SECTION V SCHEDULE OF REQUIREMENTS AND PRICE	27
SECTION VI TECHNICAL REQUIREMENTS	30
SECTION VII STANDARD FORMS	31
7.1 FORM OF TENDER	32
7.2 CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM	33
7.3 TENDER SECURITY FORM	38
7.4 CONTRACT FORM	39
7.5 PERFORMANCE SECURITY FORM	40
7.6 MANUFACTURER'S AUTHORIZATION FORM	41
7.7 LETTER OF NOTIFICATION OF AWARD	42
7.8 Form RB 1	43
7.9 DECLARATION FORM	44

SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS	Page
2.1 Eligible Tenderers	7
2.2 Cost of tendering	7
2.3 Contents of tender documents	7
2.4 Clarification of Tender documents	8
2.5 Amendment of tender documents	8
2.6 Language of tenders	8
2.7 Documents comprising the tender	9
2.8 Form of tender	9
2.9 Tender prices	9
2.10 Tender currencies	9
2.11 Tenderers eligibility and qualifications	10
2.12 Tender security	10
2.13 Validity of tenders	10
2.14 Format and signing of tenders	11
2.15 Sealing and marking of tenders	11
2.16 Deadline for submission of tenders	12
2.17 Modification and withdrawal of tenders	12
2.18 Opening of tenders	13
2.19 Clarification of tenders	13
2.20 Preliminary Examination	13
2.21 Conversion to other currencies	14
2.22 Evaluation and comparison of tenders	14
2.23 Contacting the procuring entity	15
2.24 Award of contract.....	15
2.25 Notification of award	16
2.26 Signing of Contract	17
2.27 Performance security	17
2.28 Corrupt or fraudulent practices	17

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 relatives (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 tender document is offered to interested bidders at no cost.

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

- 2.3.2. Declaration form 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 clause 2.8, 2.9 and 2.10 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 at least **Kshs 50,000.00** (Kenya shillings fifty thousand).
- 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 Public Procurement Oversight Authority (PPOA).
 - 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 clause 2.26, and furnishing the performance security, pursuant to clause 2.27.

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 2.26
 - or**
 - (ii) to furnish performance security in accordance with paragraph 2.27.
- (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 90 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 initialled 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 initialled by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- (a) 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

1.1 (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **12th August 2016 at 10:30 am.**”

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

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

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **12th August 2016 at 10:30 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 and registered at the Director, Department of Estates Management Supplies and Transport (DPLS).

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, on **12th August 2016 at 10:30 am** 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 2.22, 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 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.28 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 2.26. 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 clause 2.27, 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 2.26 or paragraph 2.27.1 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 THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions 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 Clause	Particulars of appendix to Instructions to Tenderers
2.1.1	Eligible Tenderers shall be contractor/firms that are dealing in supply/provision of cooling and air-conditioning equipment and services
2.2.2	Tender document can be purchased at the Bank's Procurement Section at a cost of Kshs.1000.00 or downloaded from IFMIS and CBK websites free of charge.
2.4.1	Clarification may be sought 7 days before deadline for submission of tenders.
2.7	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.7 all other documents described in clause 2.3.1 of this tender document, and any other document required in determining qualification of the tenderer.
2.9.2	Price quoted shall be net inclusive of all applicable taxes payable
2.10	Prices shall be quoted in Kenya Shillings
2.11.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).
2.12.2	Tenders must be accompanied by a Tender Security of Kenya Shillings 50,000.00 , valid for 150 days issued by a reputable bank, Insurance Company. Failure to attach the Tender Security will lead to automatic rejection of the tender
2.13.1	The validity period of the Tender shall be 120 days from the closing date of Tenders.
2.14.1	Bidders to submit one original tender document only.
1.16.1	Tenders must be received by the Procuring entity not later than Thursday 12th August, 2016 at 10:30 am. The address to be used to deliver the tender by post is: Ag. Director, Procurement and Logistics Services, Central Bank of Kenya, P. O. Box 60000 – 00200, Haile Selassie Avenue Nairobi – Kenya.
2.27	Performance bond shall be 5% of the contract amount.

CLAUSE 2.20 – 2.22: EVALUATION CRITERIA

The received tenders will be evaluated in four stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Technical Evaluation (Capacity to Deliver the Service)
3. Stage 3: The Financial Evaluation
4. Stage 4: Recommendation of award

Stage 1: Compliance with Mandatory Requirements;

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

No.	Requirements	Responsiveness
MR 1	Provide documentary evidence of the company's Certificate of Incorporation or Certificate of Registration (legal structure).	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid up to and beyond the tender closing date.	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in the tender document.	
MR 4	Provide Tender Security of Kshs. 50,000.00 from a bank or an insurance company approved by Public Procurement Regulatory Authority (PPRA).	
MR 5	Provide copies of audited accounts for the company for the last three (3) consecutive accounting years.	
MR6	Submit a copy of current registration certificate as an air conditioning or refrigeration contractor issued by National Construction Authority (NCA).	

Bidders will be required to meet all the mandatory requirements to qualify to proceed to the next stage of evaluation (Technical Evaluation –Capacity to deliver the Service).

Stage 2: Technical Evaluation (Capacity to Deliver the Service)

Only bidders meeting all the Mandatory Requirements above will be subjected to technical evaluation on capacity to deliver the service using the technical parameters detailed below. Bidders will be required to score 75% and above to qualify for financial evaluation.

Technical Evaluation (Evaluation on Competence and Capacity to Deliver)

	Evaluation Attribute	Weighting Score	Max Score %
T1	Number of years in the installation and maintenance of Air Conditioning systems.	4 marks for every year upto a max. of 5 years.	20
T2	Provide a list of all prime clients and references to which the company has installed Refrigeration and Air Conditioning systems each valued at KShs.2 million and above in the last 5 years.	5 marks for every client upto a max. of 6 clients.	30
T3	Number of qualified technicians with Artisan Grade 1 Certificate in Refrigeration and Air conditioning field from a Government Training Centre or equivalent qualification (Provide evidence in form of CVs and copies of relevant certificates)	6 marks for every qualified technician upto a max. of 5 technicians	30
T4	Financial Stability (Liquidity) a) Profitability margin	10% and above = 10 marks 5-10% = 5 Marks Below 5% = 0 Mark	10
	b) Current Ratio Must attach company audited accounts for the last two (2) years	1:1 and above = 10 marks Below 1:1 = 5 marks	10
	Total		100

Note:

- ✓ **Profitability Margin** = $\frac{\text{EBIT}}{\text{Capital} + \text{Reserves}}$
- ✓ **Current Ratio** = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$
- ✓ **EBIT** = Earnings Before Interest and Taxes

Stage 3: Financial Evaluation

Tenderers should note that only tenders that **score 75% and above** on the Technical Evaluation (Capacity to Deliver the Service) will qualify to have their financial bids evaluated. Those scoring below 75% will not be evaluated further and will be disqualified at this stage.

LOWEST EVALUATED TENDER (LET)

The Lowest Evaluated Tender(s) (LET) that will be recommended for award of the contract will be the tender found to be the most competitive tender that meets the Technical requirements. The lowest evaluated tender for each site will be considered for award.

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 may 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 anytime 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, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Performance security of 5% of the contract sum will be required to be provided by the successful bidder. The Bank upon executing the last Acceptance Certificate will release this Guarantee. The Bank will approve the Guarantee prior to the award of the tender.
3.8	Payment to the successful bidder shall be made monthly or quarterly for work done on the basis of an invoice and job card for the completed service. Job cards shall contain details of work done while invoices shall be for the value of work done in accordance with the contract signed with the successful bidder. Job cards shall be signed by the Bank's representative immediately after each service before being forwarded for payment processing. Payment shall be made to the service provider within one month following the receipt of the invoice and signed job cards by the Bank.
3.9	The contract is a fixed price contract and no variations will be payable on grounds of exchange rate fluctuations as the mandatory currency of the Tender is the Kenya Shilling.
3.11	Termination of the contract shall be done by either party giving the other a one month notice or due to a force majeure.
3.14	If after thirty (30) days from the commencement of informal negotiations both parties have been unable to resolve amicably a contract dispute either party may referred the matter to a court of law.
3.17	The contract shall be interpreted in accordance with the laws of Kenya
3.18	Procuring entity address - Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi Tenderers Address - ----- -----

4.3 Other Special Conditions

4.3.1 The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site.

4.3.2. Security of the Bank property within the contract works will be the responsibility of the Contractor.

4.3.3 Working hours shall be Monday to Friday from 8.00am to 5.00pm except Public Holidays. Working outside these hours will be allowed only with the express authority of the Bank.

4.3.4 The sites for the works are inside quiet office Buildings. The successful bidder will at all times required to make sure that the client's operations and the users of the premises are **NOT** subjected to undue inconvenience throughout the entire contract period.

4.3.5 Commencement Date

The commencement date for the contract with the successful bidder shall be the date to be agreed upon during execution of the contract.

4.3.6 Contract Period

The Contract with the successful bidder shall be for a period of **two year** with a mid-term review after the first year.

4.3.7 Penalty for non-performance

In the event of non-performance of the service provider, the Bank will give the service provider a one month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one month notice then the Bank will terminate the contract and call up the Performance Bond provided by the service provider.

4.3.7. The Bank will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.

4.3.8. Any addition or omission to the number of existing Servers/accessory in the signed service contract shall be agreed with the service provider before service can be extended or reduced beyond the existing number of Server System units in the contract.

SECTION V: SHEDULE OF REQUIREMENTS AND PRICE

NO.	MAKE	CAPACITY	LOCATION	STATUS	Annual Service Fee (Kshs.)
1.	LG.	24,000 BTU/HR	MICR	New Serviceable	
2.	LG	24,000 BTU/HR.	MICR	New Serviceable	
3.	LG.	24,000 BTU/HR	MICR	New Serviceable	
4.	LG	24,000 BTU/HR	MICR	New Serviceable	
5.	Union Air	24,000 BTU/HR	MICR	Serviceable	
6.	Carrier	24,000 BTU/HR	MICR	Serviceable	
7.	Carrier	24,000 BTU/HR	MICR	Serviceable	
8.	General	24,000 BTU/HR	COBA	Serviceable	
9.	General	24,000 BTU/HR	COBA	Serviceable	
10.	General	24,000 BTU/HR	COBA	Serviceable	
11.	General	24,000 BTU/HR	COBA	Serviceable	
12.	General	24,000 BTU/HR	COBA	Serviceable	
13.	General	24,000 BTU/HR	COBA	Serviceable	
14.	General	24,000 BTU/HR	COBA	Serviceable	
15.	General	24,000 BTU/HR	COBA	Serviceable	
16.	General	24,000 BTU/HR	COBA	Serviceable	
17.	General	24,000 BTU/HR	4 th Floor CBK Pension House - Data Centre	Serviceable	
18.	Daikin	24,000 BTU/HR	4 th Floor CBK Pension House - Data Centre	Serviceable	
19.	Daikin	24,000 BTU/HR	4 th Floor CBK Pension House - Data Centre	Serviceable	
20.	Daikin	24,000 BTU/HR	4 th Floor CBK Pension House - Data Centre	Serviceable	
21.	Carrier	24,000 BTU/HR	CBK Pension House - Laboratory	Serviceable	
22.	Carrier	24,000 BTU/HR	CBK Pension House - Pharmacy	Serviceable	
23.	Carrier	24,000 BTU/HR	CBK Pension House - Drugs store	Serviceable	
24.	EURO Air	24,000 BTU/HR	CBK Pension	New Serviceable	

			House - Drugs store		
25.	EURO Air	24,000 BTU/HR	CBK Pension House - Drugs stores	New Serviceable	
26.	General	24,000 BTU/HR.	2 ND Floor Board Room	Serviceable	
27.	General	24,000 BTU/HR	2 ND Floor Board Room	Serviceable	
28.	General	24,000 BTU/HR	2 ND Floor Mini Board Room	Serviceable	
29.	General	24,000 BTU/HR,	Governor's Office	Serviceable	
30.	General	23,000 BTU/HR.	Deputy Governor's Office	Serviceable	
31.	General	24,000 BTU/HR.	Deputy Governor's Office	Serviceable	
32.	Carrier	24,000 BTU/HR.	PABX Room	Serviceable	
33.	Carrier	24,000 BTU/HR.	Banking	Serviceable	
34.	Carrier	24,000 BTU/HR.	Banking	Serviceable	
35.	Carrier	24,000 BTU/HR.	Banking	Serviceable	
36.	Pear	18,000 BTU/HR.	Research	Serviceable	
37.	Pear	18,000 BTU/HR.	Currency	Serviceable	
38.	Union Air	24,000 BTU/HR.	Currency	Serviceable	
39.	Carrier	18,000 BTU/HR.	KDIC, CBK Pension House	Serviceable	
40.	Carrier	18,000 BTU/HR.	KDIC, CBK Pension House	Serviceable	
41.	Carrier	18,000 BTU/HR	KDIC, CBK Pension House	Serviceable	
42.	Carrier	18,000 BTU/HR	KDIC, CBK Pension House	Serviceable	
43.	Carrier	240,00 BTU/HR	CBK Pension House, FRC	Serviceable	

44.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
45.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
46.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
47.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
48.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
49.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
50.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
51.	Carrier	24,000 BTU/HR	CBK Pension House, FRC	Serviceable	
Sub Total					
Add 16% VAT					
Annual Total Cost					
Grand Total Cost for Two years					

Definitions:

FRC – Financial Reporting Centre

KDIC – Kenya Deposit Insurance Corporation

CBK- Central Bank of Kenya

Undertaking:

We M/s _____

Hereby submit our tender for the above specified services amounting to

KShs._____ Per Annum and Total of KShs. _____

For Two Years (In words) Kenya Shillings _____

Our tender will remain valid for _____ days (not less 120 days) from the date of Tender opening.
cost.

SECTION VI TECHNICAL REQUIREMENTS

6.1 Scope of Work

The work involves quarterly inspection and comprehensive maintenance of the **51 No.** split air conditioners. This shall include replacement of parts at no additional cost to the Bank. All replacement parts shall be new and of the type and make of the air conditioner being serviced/repaired. For this matter, the Tenderer shall confirm availability of spare parts for the variety of air conditioners he/she offers to provide maintenance service under this tender. Failure to provide spare parts after the award of the contract shall lead to termination of the contract with penalties.

The scope of work shall therefore be comprehensive including but not limited to the following:

1. Cleaning of the filters for the indoor units.
2. Replacement of any damaged air filters for the indoor units.
3. Cleaning the evaporator and combing the evaporator fins.
4. Cleaning the condensers and combing the condenser fins.
5. Pressure testing and rectifying gas leakages together with charging of gas/ refrigerant.
6. Checking and rectifying or replacing as necessary electrical controls including overload relays, control circuit boards etc. This shall however exclude replacement of automatic Voltage Switchers (AVS) which shall be replaced by the Bank at the request of the service provider.
7. Replacement of compressors if defective.
8. Replacement of condenser and evaporator fans if defective.
9. Clearing blockages and setting levels for the condensate drainage piping.
10. Replacement of condensate pumps for cassette units where defective.

Any addition or omission to the number of existing air conditioner in the signed service contract shall be agreed with the service provider before service can be extended or reduced beyond the existing quantity of air conditioning units in the contract.

SECTION VII - STANDARD FORMS

Notes on the sample Forms

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Confidential Business Questionnaire Form

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

7.3 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

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

7.5 Performance Security form

The performance security form should not be completed by the tenderer 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 procuring entity.

7.6 Bank Guarantee for Advance Payment.

When there is an agreement to have Advance payment, this form must be duly completed.

1.7 Manufacturer's Authorization Form

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

7.1 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 of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description of services]
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 _____

7.2 PROFILE OF THE COMPANY (CONFIDENTIAL BUSINESS QUESTIONNAIRE)

(You are advised that it is a serious commission to give false information under this section as it may render your bid being automatically disqualified).

PART I: GENERAL INFORMATION

- a) The questionnaire must be fully and comprehensively completed in all respects.
- b) Information given by the applicant shall be treated in strict confidence.
- c) Any information given and later found to be incorrect shall lead to disqualification of the tenderer.
- d) Deliberately incorrect information leads to disqualification of the application.
- e) Canvassing will lead to automatic disqualification of the applicant.

PART II: BIDDER DETAIL

The purpose of this section is to provide the required background information of the bidder organization.

1)	Provide documentary evidence of the registered name and number of your company and date of Registration.		
	Company Name	Company Registration Number	Registration Date
2)	Give full details of your Bankers.		

PART III: CONTACT PERSON(S) DETAIL

3)	Provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	Facsimile Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	

4)	Please provide evidence of the registered street and postal addresses of the bidding organization	
	Registered Street Address	Registered Postal Address of your organisation

5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any, including ISO reference or proof of the award.
----	--

PART IV: BIDDER ORGANIZATION PROFILE

6)	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.
----	--

7)	What is your organisation's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.
----	---

8)	Provide the location of the service centre (s) that will support the Central Bank of Kenya.	
	Sales Office/Service Centre	Location

PART V: BIDDING ORGANISATION'S CLIENT BASE

The purpose of this section is to get a view of the number and profile of customers that the bidding organization has.

The Bank intends to contact these customers when checking references. You shall be expected to state any objections. If not stated, you shall be deemed to have authorized the Bank to contact these customers.

9)	Please provide reference letters from your three (3) major clients where you have successfully carried out similar or comparable assignment.
----	--

PART VI: BIDDER'S STANDARD CONTRACTS

10)	Describe your approach to contracting and negotiation specifically relating to the availability and use of standard contracts and whether you consider any of the
-----	---

	standard contracts or specific clause to be not negotiable.
11)	Provide details of the preferred payment plan if not contained in the standard contract supplied.

PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

12)	Provide audited financial statements for the last three financial years. The supply of these financial statements will be mandatory for your tender to be considered responsive.		
13)	<p>State whether you are currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability).</p> <p>If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated?</p> <p>If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder's financial position or its ability to successfully and timorously implement any contract which may be awarded to it pursuant to this Tender?</p>		
14)	Have you ever:		
	Question	Response	
		Yes	No
	Forfeited any payment on a contract?		
	Been declared in default of a contract?		
	Negotiated the premature termination of a contract?		
	Had an uncompleted contract assigned to another solution provider?		

PART VII: TECHNICAL SUPPORT & CAPACITY BUILDING

15)	State your policy on technological (maintenance) and operational support including capacity building (training) you offer to your clients.
-----	--

PART XIII: CERTIFICATION

	I/We do hereby certify that the above information is correct in all respects.
--	---

	<p>FULL NAME:</p> <p>DESIGNATION/POSITION:</p> <p>SIGNATURE:</p> <p>DATE:</p> <p>COMPANY SEAL AND/OR STAMP:</p>
--	--

7.3 FORM OF TENDER SECURITY

WHEREAS..... (hereinafter called
“the Tenderer”) has submitted his tender dated.....for

KNOW ALL PEOPLE by these presents that WE,
having our registered office at
(hereinafter called “the Bank”), are bound unto CENTRAL BANK OF KENYA
(hereinafter called “the employer”) in the sum of KShs
Kenya Shillings.....
.....(in words), for which
payment well and truly to be made to the said Employer, the Bank binds itself, its
successors and assigns by these presents, sealed with the Common Seal of the said Bank
this.....day of2011

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of
tender validity specified in the instructions to Tenderers
OR
2. If the Tenderer, having been notified of the acceptance of his tender by the
Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the
Instructions to Tenderers, 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 Employer up to the above amount upon receipt of his
first written demand, without the Employer having to substantiate his demand,
provided that in his demand the Employer will note that the amount claimed by
him is due to him, 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 said date.

(Date)

(Witness)

Signature of the Bank)

(Seal)

7.4 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 goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price").

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 goods and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 _____)

7.5 PERFORMANCE SECURITY FORM

To
[*name of 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 of goods*] (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 figure*] 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 you 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 _____

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

7.6 MANUFACTURER'S AUTHORIZATION FORM

To [name of the 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 goods offered for supply 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.

7.7 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

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

7.9 DECLARATION FORM

To _____ Date _____

The tenderer i.e. (name and address) _____
_____ declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title Signature Date

(To be signed by authorized representative and officially stamped)