

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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**TENDER FOR SUPPLY, INSTALLATION & COMMISSIONING OF
FIBRE CABLES FROM CENTRAL BANK OF KENYA BUILDING TO
CBK PENSION HOUSE (RE-TENDER)**

TENDER NO. CBK/043/2015-2016 (RE-TENDER)

CLOSING DATE: 27TH JUNE, 2016 AT 10:30AM

SECTION I: INVITATION FOR TENDERS

1. The Central Bank of Kenya invites sealed tenders from eligible contractors for **Supply installation and commissioning of Fiber cable from CBK building to CBK Pension House approximately 1100 meters long.**
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.0.00 in cash or Bankers Cheque payable to Central Bank of Kenya OR downloaded from the Central **Bank of Kenya website: www.centralbank.go.ke for free.** Bidders who wish to contact the office for clarifications to contact the office via 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. There shall be a pre-bid conference at the site; Central Bank of Kenya on **22nd June 2016** at 10:30 am. Prospective bidders are encouraged to attend DPLS Conference Room.
7. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Green Tender Box No 3 on the **Central Bank of Kenya Headquarters Building on Haile Selassie Avenue, Nairobi Ground Floor**, so as to be received on or before **27th June, 2016 at 10:30 am.**
8. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend the opening at the **DPLS Conference Room located on 5th floor of the CBK Building Nairobi**

**THE GOVERNOR,
CENTRAL BANK OF KENYA**

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 General

2.1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

2.1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

- (a) copies of certificates of registration, and principal place of business;
- (b) total monetary value of construction work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
- (d) major items of construction equipment owned;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
- (g) Authority to seek references from the Tenderer's bankers.

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

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

2.2.3 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.2.4 The price to be charged for the tender document shall not exceed Kshs.1,000/=.

2.2.5 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Tender Documents

2.3.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:

- (a) These instructions to Tenderers
- (b) Form of Tender

- (c) Conditions of Contract and Appendix to Conditions of Contract
- (d) Specifications
- (e) Drawings
- (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
- (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.3.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.3.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.3.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 2.4.9 here below.

2.4 Preparation of Tenders

2.4.1 All documents relating to the tender and any correspondence shall be in English Language.

2.4.2 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;
- (b) Tender Security;
- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
- (d) Any other materials required to be completed and submitted by Tenderers.

2.4.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

2.4.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

2.4.5 The unit rates and prices shall be in Kenya Shillings.

2.4.6 Tenders shall remain valid for a period of *one hundred twenty (120) days* from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

2.4.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

2.4.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

2.4.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.4.10 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 Submission of Tenders

2.5.1 The tender duly filled and sealed in an envelope shall;-

- (a) be addressed to the Employer at the address provided in the invitation to tender;
- [b] bear the name and identification number of the Contract as defined in the invitation to tender; and
- [c] provide a warning not to open before the specified time and date for tender opening.

2.5.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

2.5.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents. Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

2.5.4 Any tender received after the deadline for opening tenders will be returned to the tenderer unopened.

2.5.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

2.6 Tender Opening and Evaluation

2.6.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

2.6.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

2.6.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

2.6.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the corrected tender figure shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

2.6.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.6.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

2.6.9 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.6.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

2.6.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

2.7 Award of Contract

2.7.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

2.7.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award

of Contract 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 action.

2.7.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents

called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

2.7.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

2.7.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

2.7.6 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.

2.7.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.7.8 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.

2.8 Corrupt and fraudulent practices

2.8.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

2.8.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

The following information for the procurement of works shall complement, supplement, or amend, the provisions on 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 Reference	Particulars of Appendix to Instructions to Tenders
2.2.4	No fee is to be charged for the tender document
2.3.1	Drawings are applicable in this tender. See attached map
2.4.2	Tenderers shall furnish, as part of its tender, a tender security amounting to KShs. 50,000.00 in the form provided in this tender document, valid for 150 days from the date of tender opening.
2.4.6	Tender shall remain valid for 120 days after the date of tender opening prescribed in the tender notice.
2.5	Only one "ORIGINAL" tender document will be submitted
2.5.2	The sealed envelopes shall bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE 27 th June, 2016 at 10:30 A.M
2.6.4	In accordance with Section 82 of Public Procurement and Asset Disposal Act (PPADA) 2015 there will be no correction of errors on tender sum as submitted. Thus, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
2.7.5	Performance security shall be 0% of the contract amount

Clause 2.6: EVALUATION CRITERIA

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

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Compliance with Technical Specifications
3. Stage 3: The Technical Evaluation (Capacity to Deliver the contract)
4. Stage 4: The Financial Evaluation (Quoted prices)

Stage 1: Compliance with the Mandatory Requirements (MR)

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

No	Mandatory attribute	Remarks - Pass / Fail
MR 1	Provide documentary evidence of the company's Certificate of Incorporation	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
MR 3	Provide a copy of Licenses from Communications Authority and Nairobi City for respective registration	
MR4	A statement of safety undertaking in a form of a letter	
MR5	Provide Technical Brochures of proposed product	
MR6	Indicate Conditions of warrant and its limitations	
MR7	Submit Complete installation Manual	

Bidders shall be required to meet all the Mandatory Requirements to progress to stage 2 of the evaluation on Technical Evaluation (Capacity to Deliver the Service).

2. Stage 2: Compliance with Technical Specifications.

Technical Specifications	Quantities	Yes/No
Supply and installation of single mode armored fibre (OS1 or OS2 performance constructed from B1.3 optical fibre) <ul style="list-style-type: none">• Armored steel wired fibre cable• UV Resistant Jacket• Rugged corrugated Steel Armor Provides Extra Crush-Resistance and Rodent Protection• Gel filled loose tubes provide protection against water penetration• Dry, Super Absorbent Polymers (saps) to eliminate water migration in cable Interstices	48 Cores	

<ul style="list-style-type: none"> The fiber should be suitable for lashed aerial, duct, underground conduit applications 		
SFP Modules -To be used on, Cisco 6500 Switches, Cisco 4500 Switches, Brocade Fibre Channel Switches SANB80 and SANB96.	30 Single mode SFP modules	
Fibre Patch Cables (2 Meter)	10	
Fibre Patch Cables (5 Meter)	12	
Fibre Patch Cables (10 Meter)	6	
Fibre Patch Cables (15 Meter)	6	
Fibre Patch Cables (20 Meter)	6	
Fibre Patch Cables (30 Meter)	6	
Concrete manhole construction with covers	4	
Fibre core closure kits	48	
Splicing of fibre cores (48 Cores)	1 LOT	

Stage 3: Technical Evaluation (capacity to deliver the contract)

Tenderers fully complying with mandatory Requirements will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

	Evaluation Attribute	Weighting Score	Max Score %	Remarks
T1	Number of years in the business of fiber installation (A copy of Certificate of Incorporation or registration to be provided for verification)	<ul style="list-style-type: none"> 5 Years and above: 10% Others prorated at: $\frac{\text{Number of years} \times 10}{5}$ 	10	
T2	Provide a list of major clients and references to which the company has done similar works each valued at Kshs 1,500,000.00 and above in the last 3 years. (Fiber installation)	<ul style="list-style-type: none"> 5 or more clients: 50% Others prorated at: $\frac{\text{Number of clients} \times 50}{5}$ 	50	
T3	Provide a list of qualified technical staff complete with supportive documents. (Provide evidence in form CVS and copies of certificates Certified Cabling Engineers 25 Marks)	5 or more staff: 25% <ul style="list-style-type: none"> Others prorated at: $\frac{\text{Number of clients} \times 25}{5}$ 	25	

T4	Completion period in days	<ul style="list-style-type: none"> • 10 for the shortest period • Others prorated at: $\frac{\text{Your period} \times 5}{\text{Shortest period}}$ 	5	
T5	Audited Financial Statements for the last three consecutive years (2014, 2013, and 2012) certified by a certified auditor. <i>Evaluation shall consider Profitability Ratios and Liquidity Ratios.</i>	a) 5 marks for Profitability margin of above 20%; b) 3 marks for Profitability margin of 5% to 20%. c) No mark for Profitability margin below 5%. d) 5 marks for Liquidity ratio equal or better than 1:1. e) 3 marks for Liquidity ratio between 1:1 and 0.5:1 No mark for Liquidity ratio below 0.5:1	10	
	Total		100	

Notes:

$$\checkmark \text{ Profitability Margin} = \text{EBIT} / \text{Gross Revenue/Sales}$$

$$\checkmark \text{ Current Ratio} = \text{Current Assets} / \text{Current Liabilities}$$

Tenderers will be required to **score 75% and above** on the above Technical Evaluation to will qualify for Financial Evaluation.

Stage 4. FINANCIAL EVALUATION

Tenderers that **score 75% and above** under Technical Evaluation on Capacity to deliver the contract will have their bids subjected to financial evaluation. Financial Evaluation shall involve checking arithmetic errors and completeness of the bill of quantities.

SECTION III: CONDITIONS OF CONTRACT

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SECTION III - CONDITIONS OF CONTRACT (Part I)

1. Definitions

- 1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

"Bills of Quantities" means the priced and completed Bill of Quantities forming part of the tender [where applicable].

"Schedule of Rates" means the priced Schedule of Rates forming part of the tender [where applicable].

"The Completion Date" means the date of completion of the Works as certified by the Employer's Representative.

"The Contract" means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

"The Contractor" refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

"The Contract Price" is the price stated in the Letter of Acceptance.

"Days" are calendar days; **"Months"** are calendar months.

"A Defect" is any part of the Works not completed in accordance with the Contract.

"The Defects Liability Certificate" is the certificate issued by Employer's Representative upon correction of defects by the Contractor.

"The Defects Liability Period" is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

"Drawings" include calculations and other information provided or approved by the Employer's Representative for the execution of the Contract.

"Employer" Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

3. Employer's Representative's Decisions

- 3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8 Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

(a) force majeure, or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of the Employer's Representative's instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

(g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

(h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

(i) reason of delay in appointing a replacement Employer's Representative, or

(j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or

(k) delay in receiving possession of or access to the Site.

10 Management Meetings

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be

deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) Advance payment _____ (percent of Contract Price, [after Contract execution] *to be inserted by the Employer*).
- (ii) First stage (*define stage*) _____
- (iii) Second stage (*define stage*) _____
- (iv) Third stage (*define stage*) _____
- (v) After defects liability period .

- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for

payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

- 15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

- 16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

- 17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall

certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT (Part II)

THE EMPLOYER IS:

Name: Central Bank of Kenya

Address: P. O. Box 60000 – 00200, Nairobi

Name of Employer's Representative:

Title: Ag. Director, Procurement & Logistics Services

Telephone: 020 2860000

Email: supplies@centralbank.go.ke

The name (and identification number) of the Contract is **SUPPLY INSTALLATION AND COMMISSIONING OF FIBER CABLE FROM CBK BUILDING TO CBK PENSION HOUSE .**

The Start Date shall be agreed upon signing of the contract with the successful bidder.

The Intended Completion Date for the whole of the Works shall be As indicated the contract.

The Site Possession date shall be agreed upon the signing of the contract with the successful bidder.

The Site is located at Mombasa Branch along Nkrumah road.

The Defects Liability Period is 3 months during which a retention equivalent to 5% of the contract sum will be withheld until all noted defects are cleared.

Amount of Tender Security is **(Kshs. 50,000.00)**

The tender opening date and time is 10:30 AM on the 27th day of June, 2016 at CBK Head Office DPLS Conference Room on 5th Floor.

SPECIAL NOTES TO ALL BIDDERS

1. Bidders are required to make a site inspection at their own cost to verify the scope of the specified works and take their own measurement so as to submit a comprehensive bid. Arrangement for accessing the site will be made with the Head, Estates, Central Bank of Kenya who will also arrange for a pre-bid conference and a joint site inspection with all bidders before the closing date for the tender. No claim to lack of information will be accepted after opening of the bids.
2. The Bank will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.
3. All prices entered in the Bills of Quantities shall be **in Kenya Shillings** inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the tender. Therefore, bidders are required to ask for clarifications where and if necessary before submitting their bids.
4. This is a fixed price quotation and no variations will be entertained after the award of the tender. Bidders are advised to take this into account so as to include all costs and taxes in their bids.
5. There will be no advance payment to the Bidders.
6. The tender will be a lump sum figure in Kenya shillings, to cover all works. Contingency sum, where stated, will only be utilized on justification by the contractor and approval by the client.
7. The bid shall remain valid for **120 days** from the date opening.
8. Payment for the works will be made on progressive completion. No claim for advance payment will be released.
9. The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site. He/she will regularly cart away all debris or unwanted materials from the site and clear the site prior to the date of handover of the completed works.
10. Canvassing directly by the bidder or by proxy shall lead to automatic disqualification of his bid.
11. Sub-contracting or joint venture is allowed in this bid.

SECTION V: BILL OF QUANTITIES & PARTICULAR SPECIFICATIONS FOR SUPPLY INSTALLATION AND COMMISSIONING OF FIBRE CABLE- APPROXIMATELY 550 METRES

The proposed laying of fibre optic cable will be part of the Bank's disaster recovery preparedness. The route should follow a diverse path from the existing fibre in order to achieve the desired redundancy. Fibre optic cable should not run through existing man holes and conduits should no.

Technical Specifications	Quantities
Trenching	1100 Meters
Supply and Installation of PVC Duct	1100 Meters
Supply and installation of single mode armored fibre (OS1 or OS2 performance constructed from B1.3 optical fibre) <ul style="list-style-type: none"> • Armored steel wired fibre cable • UV Resistant Jacket • Rugged corrugated Steel Armor Provides Extra Crush-Resistance and Rodent Protection • Gel filled loose tubes provide protection against water penetration • Dry, Super Absorbent Polymers (saps) to eliminate water migration in cable Interstices • The fiber should be suitable for lashed aerial, duct, underground conduit applications 	48 Cores
SFP Modules -To be used on, Cisco 6500 Switches, Cisco 4500 Switches, Brocade Fibre Channel Switches SANB80 and SANB96.	30 Single mode SFP modules
Fibre Patch Cables (2 Meter)	10
Fibre Patch Cables (5 Meter)	12
Fibre Patch Cables (10 Meter)	6
Fibre Patch Cables (15 Meter)	6
Fibre Patch Cables (20 Meter)	6
Fibre Patch Cables (30 Meter)	6
Concrete manhole construction with covers	4
Fibre core closure kits	48
Splicing of fibre cores (48 Cores)	1 LOT
Supply and Installation of warning tiles and tapes	1 LOT
Reinstatements I.E (Tarmac, Cabros And Concreting)	1 LOT

NB: Site map and drawings Attached

Price schedule:

Technical Specifications	Quantities	Unit Cost Kshs.	Total Cost
Trenching	1100 Meters		
Supply and Installation of PVC Duct	1100 Meters		
Supply and installation of single mode armored fibre (OS1 or OS2 performance constructed from B1.3 optical fibre) <ul style="list-style-type: none"> Armored steel wired fibre cable UV Resistant Jacket Rugged corrugated Steel Armor Provides Extra Crush-Resistance and Rodent Protection Gel filled loose tubes provide protection against water penetration Dry, Super Absorbent Polymers (saps) to eliminate water migration in cable Interstices The fiber should be suitable for lashed aerial, duct, underground conduit applications 	48 Cores		
SFP Modules -To be used on, Cisco 6500 Switches, Cisco 4500 Switches, Brocade Fibre Channel Switches SANB80 and SANB96.	30 Single mode SFP modules		
Fibre Patch Cables (2 Meter)	10		
Fibre Patch Cables (5 Meter)	12		
Fibre Patch Cables (10 Meter)	6		
Fibre Patch Cables (15 Meter)	6		
Fibre Patch Cables (20 Meter)	6		
Fibre Patch Cables (30 Meter)	6		
Concrete manhole construction with covers	4		
Fibre core closure kits	48		
Splicing of fibre cores (48 Cores)	1 LOT		
Supply and Installation of warning tiles and tapes	1 LOT		
Reinstatements I.E (Tarmac, Cabros And Concreting)	1 LOT		
Three (3) year support maintenance including any levies			
Grand Total			

NB: All bidders are required to include a quotation for three year support maintenance that should include any levies.

SECTION VI: STANDARD FORMS

Notes on the standard Forms

6.1. Form of Tender - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

6.2 Contract Form - The contract form shall not be completed by the tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price.

6.3 Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

6.4 Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.

6.5 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 form provided herein or in another form acceptable to the procuring entity.

6.6 Letter of Notification of Award - This form should not be completed by the tenderer at the time of submitting the tender.

6.7 Form RB 1 - This form should not be completed by the tenderer at the time of submitting the tender.

6.8 Declaration Form - This form must be completed by the tenderer at the time of submitting the tender.

6.1 TENDER FORM

The Governor,
Central Bank of Kenya
P.O. Box 60000 – 00200,
NAIROBI

Dear Sir,

BILL OF QUANTITIES AND PARTICULAR SPECIFICATIONS FOR SUPPLY INSTALLATION AND COMMISSIONING OF FIBRE CABLE- APPROXIMATELY 1100 METRES.

In accordance with the Instructions to Tenderers and Specifications for the execution of the above works, we, the undersigned offer to undertake the above works (comprising) to the entire satisfaction of the Bank for a total fee of:

Kshs Amount in words, Kenya

Shillings:

1. We acknowledge that the Appendix to the Tender Form forms part of our tender.
2. We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Letter of Acceptance.
3. We agree to abide by this tender for a period of 60 days from the date of tender opening and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest tender or any Tender you may receive

Name of Contractor:

Signature of the first Director

Address.....

Date.....

Signature of the second Director

Address.....

Date.....

Company Seal

6.2: FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose
registered office is situated at] _____
(Hereinafter called "the Employer") of the one part AND
_____ of [or whose
registered office is situated at] _____
(Hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ *(name and identification number of Contract)* (Hereinafter called "the Works") located
at _____ *[Place/location of the Works]* and the Employer has
accepted the tender submitted by the Contractor for the execution and completion of
such Works and the remedying of any defects therein for the Contract Price of
Kshs _____ *[Amount in figures]*, Kenya
Shillings _____ *[Amount in words]*.

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 hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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 thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

(ii) Name _____

Address _____

Signature _____

6.3 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.
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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.
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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

	<p>I/We do hereby certify that the above information is correct in all respects.</p> <p>FULL NAME:</p> <p>DESIGNATION/POSITION:</p> <p>SIGNATURE:</p> <p>DATE:</p> <p>COMPANY SEAL AND/OR STAMP:</p>
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6.4 TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for refurbishment of residential flats to Central Bank of Kenya, Mombasa Branch (hereinafter called <the tender?

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above stated date.

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

6.5 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 works] (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 a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

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

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

[Name of bank of financial institution]

[Address]

[Date]

(Amend accordingly if provided by Insurance Company)