



**TENDER REF NO: CBK/27/2013/2014:**

**INSTALLATION TESTING AND COMMISSIONING**  
**OF**  
**CLOSE CONTROL AIR CONDITIONING SYSTEMS**  
**AT**  
**TWO CBK COMPUTER ROOMS/DATA CENTRES**  
**AT**  
**CENTRAL BANK OF KENYA HEADQUARTERS**  
**BUILDING**  
**AND**  
**MARSHALL HOUSE (PENSION HOUSE)**

**NAIROBI**

**CLOSING DATE: TUESDAY 18<sup>TH</sup> FEBRUARY 2014 AT 10.30 AM**

## TABLE OF CONTENTS

			PAGE
*	SECTION I	INVITATION TO TENDER .....	3
*	SECTION II	INSTRUCTIONS TO TENDERERS .....	4
		Appendix to Instructions to tenderers .....	22
*	SECTION III	GENERAL CONDITIONS OF CONTRACT.....	28
*	SECTION IV	SPECIAL CONDITIONS OF CONTRACT .....	36
*	SECTION V	SCHEDULE OF REQUIREMENTS AND PRICE..	46
*	SECTION VI	TECHNICAL SPECIFICATION .....	50
*	SECTION VII	STANDARD FORMS .....,,,	53
	7.1	FORM OF TENDER .....	54
	7.2	CONFIDENTIAL BUSINESS & QUESTIONNAIRE FORM.....	56
	7.3	TENDER SECURITY FORM .....	62
	7.4	CONTRACT FORM .....	63
	7.5	PERFORMANCE SECURITY FORM.....	64
	7.6	MANUFACTURER’S AUTHORIZATION FORM .....	65

SECTION I

INVITATION TO TENDER

TENDER REF NO.        CBK/27/2013/2014

**TENDER NAME:     The installation of Close Control Air Conditioning Systems at two CBK Computer Rooms/Data Centers located at Central Bank of Kenya Headquarters Building and Marshall House (Pension House) in Nairobi**

- 1.1     The Central Bank of Kenya invites sealed tenders from eligible candidates for **Supply and Installation of Close Control Air Conditioning Systems at two CBK Computer Rooms/Data Centers located at Central Bank of Kenya Headquarters Building and Marshall House (Pension House) in Nairobi.**
- 1.2     Interested eligible candidates may obtain further information from and inspect the tender documents at the office of **Director, Department of Estates, Supplies & Transport, on the 5<sup>th</sup> Floor of Central Bank of Kenya Headquarters Building on Haile Selassie Avenue, Nairobi** during normal working hours.
- 1.3     A complete set of tender documents may be obtained by interested candidates upon payment of a none refundable fee of **Kshs 1,000 (Kenya shillings one thousand only)** in cash or by Banker's cheque payable to **Central Bank of Kenya OR download the document at NO COST from the CBK Website: [www.centralbank.go.ke](http://www.centralbank.go.ke)**
- 1.4     Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.5     Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box ( **marked Tender Box No. 3**) on the **Ground Floor, CBK Building on Haile Selassie Avenue** so as to be received on or before **Tuesday 18/02/2014 at 10.30 am.**
- 1.6     Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend the opening in DEST Conference Room on 5<sup>th</sup> floor of the CBK Building.

**DIRECTOR,  
DEPARTMENT OF ESTATES, SUPPLIES & TRANSPORT**

31<sup>st</sup> January 2014

**SECTION II       -       INSTRUCTIONS TO TENDERERS**  
**Table of Clauses**

	<b>Page</b>
2.1 Eligible Tenderers.....	5
2.2 Eligible Equipment.....	5
2.3 Cost of Tendering.....	6
2.4 Contents of Tender Document.....	6
2.5 Clarification of Tender Documents.....	7
2.6 Amendment of Tender Document.....	7
2.7 Language of Tender.....	7
2.8 Documents Comprising the Tender.....	8
2.9 Tender Forms.....	8
2.10 Tender Prices.....	8
2.11 Tender Currencies.....	9
2.12 Tenderers Eligibility and Qualifications.....	9
2.13 Goods' Eligibility and Conformity to Tender Document.....	10
2.14 Tender Security.....	11
2.15 Validity of Tenders.....	12
2.16 Format and Signing of Tenders.....	13
2.17 Sealing and Marking of Tenders.....	13
2.18 Deadline for Submission of Tender .....	14
2.19 Modification and Withdrawal of Tenders.....	14
2.20 Opening of Tenders.....	15
2.21 Clarification of Tenders.....	15
2.22 Preliminary Examination.....	15
2.23 Conversion to Single Currency.....	16
2.24 Evaluation and Comparison of Tenders.....	16
2.25 Contacting the Procuring Entity.....	18
2.26 Award of Contract.....	19
(a) Post Qualification.....	19
(b) Award criteria .....	19
(c) Procuring Entity's Right to Vary Quantities.....	19
(d) Procuring Entity's Right to Accept or Reject any or all Tenders .....	19
2.27 Notification of Award.....	20
2.28 Signing of Contract.....	20
2.29 Performance Security .....	21
2.30 Corrupt or Fraudulent Practices.....	21

## **SECTION II – INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods 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 Eligible Equipment**

- 2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

## **2.3 Cost of Tendering**

2.3.1 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.

2.3.2 The price to be charged for the tender document shall not exceed Kshs 1000.00

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

## **2.4. Contents of Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire Form
- (xiv) Declaration form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect

will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Tender Documents**

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post 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 not 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 that have received the tender document.

2.5.2 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.

## **2.6 Amendment of Tender Documents**

2.6.1 At any time prior to the deadline for submission of tender, 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.

2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 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.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the

Procuring entity, shall be written in English language, provided that 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.

## **2.8 Documents Comprising the Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components.

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14
- (e) Confidential Business Questionnaire

## **2.9 Tender Form**

2.9.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied, installed and commissioned and a brief description of the equipment, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.



2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
- (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- (iii) installation charges shall also be indicated separately for each equipment

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

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in the following currencies:

- (a) For equipment that the tenderer will supply from within Kenya, the prices shall be quoted in Kenya Shillings; and
- (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
- (c) Cost of installation and commissioning will be in Kenya Shillings.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. the tenderers 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.

2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

### **2.13 Goods Eligibility and Conformity to Tender Document**

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) a detailed description of the essential technical and performance characteristic of the equipment
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial

responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c ) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.14.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, 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.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
  - i) to sign the contract in accordance with paragraph 2.27
  - 1. or
  - ii) to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

## **2.15 Validity of Tenders**

2.15.1 Tenderers shall remain valid for 60 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 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 2.14 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.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity 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.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

## **2.17 Sealing and Marking of Tenders**

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE *Tuesday, 18<sup>th</sup> February, 2014 at 10.30am*”

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

- 2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than *Tuesday, 18<sup>th</sup> February, 2014 at 10.30am*
- 2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended
- 2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 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 tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.7

## **2.20 Opening of Tenders**

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on *Tuesday, 18<sup>th</sup> February, 2014 at 10.30am* and in the following location; Department of Estates, Supplies and Transport (DEST) Conference Room, 5<sup>th</sup> Floor CBK building.

The tenderers' representatives who are present shall sign a tender opening register evidencing their attendance.

2.20.1 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.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 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 of the tender shall be sought, offered, or permitted.

2.21.2 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.

## **2.22 Preliminary Examination and Responsiveness**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 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 non conformity.

## **2.23 Conversion to Single Currency**

2.23.1 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.

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account

- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other



similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

2.24.3 The comparison shall be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:

- (a) delivery and installation schedule offered in the tender;
- (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;
- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries 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 of 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.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

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

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

## **2.25 Contacting the Procuring Entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 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 Tenderer's tender.

## **2.26 Award of Contract**

(a) **Post-Qualification**

2.26.1 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.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

2.26.5 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.

**(c) Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 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 tenderer of the grounds for the procuring entity's action

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

2.26.8 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.

2.26.9A tenderer who gives false information in the tender document about is 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.

## **2.27 Notification of Award**

2.27.1 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.

2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenderers have not been successful

## **2.28 Signing of Contract**

2.28.1 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.

2.28.2 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.

2.28.3 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.

## **2.29 Performance Security**

2.29.1 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.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 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 Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

2.30.1 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 and will not be involved in corrupt or fraudulent practices.

3.30.2 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.

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
<b>2.1.1</b>	<i>Eligible tenderers will be those firms registered with National Construction Authority in NCA5 and above in installation of Close Control Air Conditioning Systems</i>
<b>2.3.2</b>	The price to be charged for the tender document shall <b>Kshs 1000.00</b>
<b>2.11.1</b>	All Prices to be quoted in Kenya Shillings.
<b>2.14.1</b>	<b>Tenderers shall furnish, as part of its tender, a tender security for the amounting to KShs 50,000.00</b> in form of cash, or a bank guarantee, or insurance company guarantee issued by insurance companies approve by PPOA or in any other form acceptable by the bank, valid for <b>150 days</b> from the date of tender opening.
<b>2.15.1</b>	Tender shall remain valid for <b>120 days</b> after date of tender opening prescribed by the Procuring entity.
<b>2.16.1</b>	Only one “ORIGINAL TENDER” document will be submitted
<b>2.18.1</b>	<i>Tenders to be received not later than</i> <b>18<sup>th</sup> February, 2014 at 10.30 A.M</b>
<b>2.20.1</b>	<i>As in 2.18.1 above. The place of opening will be as indicated in the tender notice.</i>
<b>2.26.6</b>	The tender evaluation committee shall evaluate the tender within <b>15 days</b> of the validity period from the date of opening the tender.
<b>2.29.1</b>	<i>Performance security shall be 10% of the contract amount</i>

## **ADDITIONAL INFORMATION ON APPENDIX TO INSTRUCTIONS TO TENDERERS**

- i. The Tenderer is required to check the number of pages in this document and should any be found to be missing or the figures indistinct, he must inform the Employer at once and have the same rectified. Should the Tenderer be in doubt about the precise meaning of any item, words or figures, or for any reason whatsoever observe any apparent omission of words or figures, he must inform the Employer in order that the correct meaning may be decided upon before the date for the submission of the tenders.
- ii. The Tenderer shall not alter or otherwise qualify the text of the specifications. Any alteration or qualification made without prior notification to the Employer and receipt of his written authority will be ignored and the text of the specification as printed will be adhered to.
- iii. The Tenderer will be required to submit his tender in accordance with the specifications and all conditions in this tender document.
- iv. Tenderers are required to make a site inspection at their own cost to verify the scope of the specified works before tendering. Arrangement for accessing the site during tendering will be made with the Engineer. No claims for lack of information will be entertained after opening of the tenders.
- v. The paints to be used where applicable shall be first (premium) quality Crown paint or equivalent and approved.
- vi. The Bank will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.
- vii. 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, Tenderers are required to ask for clarifications where and if necessary before submitting their tenders.
- viii. The Tenderer shall include all preliminaries e.g. insurance, security etc in the priced items. A separate claim for preliminaries will not be honored.
- ix. Any amount allowed for contingency shall be expended only with written authority of the Employer.
- x. The tender will be a firm lump sum figure in Kenya shillings, to cover all works. No variations will be accepted after the award of tender.

- xi. Payment for the works will be made upon certified sectional completion less retention. No claim for advance payment will be entertained.
- xii. The Defects Liability Period and free maintenance for the work shall be **twelve (12) months**.
- xiii. 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.
- xiv. Security of the Bank property within the contract works will be the responsibility of the Contractor.
- xv. Working hours shall be Monday to Friday from 8.00 am to 5.00 pm except Public Holidays. Working outside these hours will be allowed only with the written authority of the Bank.
- xvi. The site for the works is a reasonably quiet office environment. The successful Tenderer will at all times make sure that the residents and their neighbors are **NOT** subjected to undue inconvenience throughout the entire contract period.
- xvii. If the supplier has any specific conditions with regard to this tender he should specify them with the tender. Such conditions will not be accepted after the award of the tender.
- xviii. Canvassing directly by the Tenderer or by proxy shall lead to automatic disqualification of his tender.
- xix. The Bank will not be bound to accept the lowest or any tender.



### EVALUATION CRITERIA

Evaluation will be carried out as follows:

#### a) MANDATORY REQUIREMENTS (MR)

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

NO	REQUIREMENTS	TENDERER'S RESPONSE
MR 1	Provide copy of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's <b>current/valid</b> Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
MR 3	Provide evidence of Registration with the National Construction Authority <b>Class NCA 5</b> and above in Installation of Air conditioning and ventilation.	
MR 4	Provide Security Bond (Bid Bond) of <b>KShs.50,000.00 from a Bank or Insurance Company approved by PPOA</b>	
MR 5	Provide evidence of being a dealer/vendor in the region of the proposed type of Close Control Air conditioning system.	

## b). TECHNICAL EVALUATION

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
T1	Number of years in the business of air conditioning installation and maintenance.		<ul style="list-style-type: none"> <li>• 5 Years and above: <b>20%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Number of years} \times 20}{5}$	<b>20</b>
T2	Provide a list of clients and references (complete with names of contact persons, address and telephone numbers) of which the company has installed similar Close Control air conditioners in Clean Room (data centres, operating theatres etc.).Each valued at KShs.5 million and above in the last 5 years.		<ul style="list-style-type: none"> <li>• 3 or more clients: <b>30%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Number of clients} \times 30}{3}$	<b>30</b>
T3	Provide a list of technician/ engineers in the company qualified in installation of air conditioning systems. Tenderers <b>MUST</b> attach CVs and copies of relevant educational and professional certificates.		<ul style="list-style-type: none"> <li>• 5or more qualified staff: <b>20%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Number of clients} \times 30}{5}$	<b>30</b>
T4	Relationship with the manufacturer of the product: <ul style="list-style-type: none"> <li>• Authorised Dealer</li> <li>• Ordinary Distributor</li> </ul>		Maximum 10 marks for authorized dealer. 10 5	<b>10</b>
T5	Delivery/ completion period after the award of tender ( the quoted period should be realistic)		<ul style="list-style-type: none"> <li>• Shortest period: <b>10%</b></li> <li>• Others prorated at:</li> </ul> $\frac{\text{Shortest Period} \times 10}{\text{Tender period}}$	<b>10</b>
	<b>Total</b>			<b>100%</b>

Only tenders who **score 75% and above** on the above Technical Evaluation will qualify for Financial Evaluation.

## c). FINANCIAL EVALUATION

Financial Evaluation shall involve checking arithmetic errors and completeness of the financial bids.

Only tenderers who **score 75 of the total 100 score** for Technical Evaluation and have a complete financial bid will be ranked and the one with the lowest price will be declared the Lowest Evaluated Tender.

The Lowest Evaluated Tender will be recommended for the award of the contract.

	<b>Name of Tenderers listed from the lowest to the highest tender price</b>	<b>Rank</b>
1.		
2.		
3.		
4.		
5.		

### SECTION III: GENERAL CONDITIONS OF CONTRACT

#### Table of Clauses

	<b>Page</b>
3.1 Definitions.....	29
3.2 Application.....	29
3.3 Country of Origin.....	29
3.4 Standards.....	30
3.5 Use of Contract Documents and Information.....	30
3.6 Patent Rights.....	30
3.7 Performance Security.....	30
3.8 Inspection and Tests.....	31
3.9 Packing.....	32
3.10 Delivery and Documents.....	32
3.11 Insurance .....	32
3.12 Payment.....	32
3.13 Price.....	32
3.14 Assignments.....	33
3.15 Sub contracts.....	33
3.16 Termination for Default.....	33
3.17 Liquidated Damages.....	34
3.18 Resolution of Disputes.....	34
3.19 Language and law.....	34
3.20 Force Majeure .....	34
3.21 Notices .....	35

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

### **3.4 Standards**

- 3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

- 3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

- 3.6.1 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 Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

- 3.7.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.7.2 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.

- 3.7.3 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) Bank guarantee
  - c) Such insurance guarantee approved by the Authority
  - d) Letter of credit

- 3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer. 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.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the



exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

### **3.14. 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

### **3.15. Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16. Termination for Default**

3.16.1 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 deliver any or all of the equipment 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

### **3.17. Termination for convenience**

### **3.18. Liquidated Damages**

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.19. Resolution of Disputes**

3.19.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract

3.19.2 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.

### **3.20. Language and Law**

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

### **3.21. Force Majeure**

3.21.1 The Tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay

in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.22 Notices**

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

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

## **SECTION IV      -      SPECIAL CONDITIONS OF CONTRACT**

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
3.7.1	<i>Performance security to be 10% of the contract sum</i>
3.12.1	Payment for the works will be made upon certified sectional completion less retention of 5% to be released after the defect liability period of 12 Months
3.19.2	Resolution to distribute may be referred to an arbitrator agreed upon by the parties to the contract
3.20.1	The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively.

## **PRELIMINARIES AND SPECIFIC CONDITIONS**

### **PART 1**

#### **1 INTRODUCTION**

Central Bank of Kenya intends to install additional **Close Control Air Conditioning Systems** at its two **Computer Rooms/Data Centers** which are located at **Central Bank of Kenya Headquarters Building and Marshall House in Nairobi**. The work involves but not limited to installation of new systems to complement the existing systems to support computer equipment. The work will also include all copper piping of the new systems, all necessary ducting for ventilation and pressurizing the rooms, appropriate controls and electrical connections switchgear, testing and commissioning the new systems to operate together with the existing systems. The contractor shall provide a one year guarantee and free maintenance for the new systems and complete with parts.

#### **2 NAME AND ADDRESS OF THE EMPLOYER**

The details of the Employer are:

Central Bank of Kenya

P.O. Box 60000 - 00200

**NAIROBI**

**Tel: 2861000**

**Fax: 340192 or 310604**

**Email: comms@centralbank.go.ke**

#### **3 DEFINITIONS OF TERMS**

The terms, phrases and abbreviations shall be deemed to have the following meanings wherever used hereinafter and in all Contract Documents for this project.

**‘Engineer’** shall mean the Bank Engineer appointed by the Employer for supervision of this project and in the event of his death, or ceasing to be the Engineer for the purposes, such other person as the Employer shall nominate for that purpose. For the purposes of these works, the Engineer shall be deemed to be vested with the duties of and be the representative of the Bank except in respect of variations that involve the Contract Sum.

**‘Contractor’** shall mean the person or persons, partnership, firm or company, whose tender for the contract has been accepted, and who has or have, signed the contract and shall include his or their heirs, executors, administrators, assigned successors and duly appointed representatives.

**Works’ shall mean all or any portion of the work, material and articles, wherever the same are being manufactured or prepared, which are to be used in the execution of this contract and whether the same may be on the site or not.**

**‘Approved’** shall mean approved by the Engineer at his absolute discretion.

**‘Directed’** shall mean directed by the Engineer at his absolute discretion.

**‘Selected’** shall mean selected by the Engineer at his absolute discretion.

**‘m3’** shall mean cubic metre

**‘m2’** shall mean square metre

**‘sm’** shall also mean square metre

**‘m’** shall mean linear metre.

**‘mm’** shall mean linear millimetre

**‘kg’** shall mean kilogram

**‘No.’** shall mean Number

**‘Prs’** shall mean Pairs

**‘B.S’** shall mean the current British Standard Specification published by the British Standards Institution, 2 Park Street, London, W.I., England.

**‘K.S.’** shall mean the current Kenya Standards Specification published by the Kenya Bureau of Standards.

**‘As before’** shall mean in all respects as earlier described in the same or previous Bill.

**‘Ditto’** shall mean the whole of the preceding description except as qualified in the description in which it occurs. Where it occurs in descriptions of succeeding items it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description that is contained within the appropriate brackets.

**‘Fix Only’** shall mean take delivery on site (unless otherwise stated), unload where necessary, transport within site compound, store, unpack, check contents against orders and packing lists, assemble as necessary, distribute to position, hoist and fix only.

**Gender**

The terms “He” and “She” shall have the same meaning and shall be used interchangeably in this contract.

## PART 2

### PRELIMINARIES AND SPECIFIC CONDITIONS

#### i. TENDER CONDITIONS

Any act of collusion that may distort normal competitive conditions may cause the rejection of the tenders concerned. By participating in this tender, Tenderers certify not to be involved in such acts of collusion.

Tenders must be returned complete and will be opened in the presence of Tenderers or their assigned representatives at the time and venue stated in the letter of invitation to tender. Incomplete tenders or tenders received after the stated time will be returned unopened.

Tenders are invited in strict accordance with the documents issued. Counter-offers submitted with tenders will not be considered, letters of qualification with tenders may be ignored if they have the effect of modifying either the terms of a tender or the comparability of a tender with other tenders. Should a Tenderer, in good faith, wish to propose modifications to the terms, conditions and contents for the purpose of reducing the tender amount, then he shall contact the Employer in writing well before the date of tender opening. Should the proposed modification be approved by the Employer all Tenderers will be advised in due time for the modification of their tenders. No proposed modification will be considered unless this procedure has been adopted.

The Employer is not bound to accept the lowest or any tender, or to divulge reasons for the acceptance or non-acceptance of any tender. The Employer may accept any tender within the stated period unless previously withdrawn by the Tenderer.

All deletions, additions and corrections to figures inserted in the tender documents are to be signed by the Tenderer.

#### ii. DESCRIPTION OF SITE AND PRELIMINARY INSPECTION AND SCOPE OF WORK

The site of work is the **Central Bank of Kenya Headquarters Building and Marshall House (Pension House), Nairobi.**

The Tenderer is required to visit the site to take own measurements and confirm site details and conditions and will be deemed to have satisfied himself with regard to the relevant details of the site before submitting his tender. The Bank will not compensate any Tenderer before or after the award of the tender for the cost of site inspection for preparation of the tender.



If the Tenderer, for whatever reason, feels specialized attendance will be required, with significant financial implications, or requires specialized mobilization to start the works, he should spread the cost of such works in his unit rates. No claims whatsoever by the Contractor for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matters or otherwise, should the Contractor be required to offer specialized attendance prior to, or during the performance of the Contract.

**iii. DESCRIPTION OF THE WORKS MEASURED IN THE BILLS OF QUANTITIES**

The works measured and described in the Technical Specifications and Contract Bills of Quantities comprise mainly the following:

- (i) Installation of 2 No. new industrial type air conditioning system designed in such a way that two outdoor units are connected to one floor standing indoor unit of matching capacity as per specifications;
- (ii) Interconnecting the indoor and outdoor systems with suitably sized insulated copper piping, pressure testing the copper piping of the entire system and rectifying any leaking areas;
- (iii) Supply, installation and connecting electrical power supply panels to the new air conditioning systems complete with overload, power surge and voltage protection.
- (iv) For each site, supply, installation and connecting expandable (modular) central control panels to be located in connecting to all the systems to provide system management, status reporting, visual and audio alert displays;
- (v) Testing the entire system and commissioning it to operate as new.
- (vi) The contractor shall provide a one year guarantee and free maintenance for the new systems and parts.

**iv. TRADE NAMES**

Where trade names or manufacturer's catalogue numbers are mentioned in these specifications the reference is intended as a guide to the type and quality of the article or material required. The Contractor may use any article or material equal in type or quality to those therein described subject to the prior approval of the Employer, and at his absolute discretion. The onus of proof as to equivalent quality will rest with the Contractor whose tender will be deemed to include for the makes described herein.

**v. MATERIALS, TOOLS, PLANT ETC.**

All materials and workmanship used in the execution of works shall be of the best quality and description unless otherwise described. Any materials for the

works condemned by the Engineer shall immediately be removed from the site at the Contractor's expense.

The Contractor shall provide at his own risk and cost all materials, scaffolding, plant, ladders, tools and transport required for the works.

Any defects which may appear, either of materials or of workmanship during the defects liability period provided in the Contract shall be made good by the Contractor at his own expense as and when directed.

**vi. CONTRACT AGREEMENT AND CONDITIONS**

- a. The Employer will make Water and Electricity Supply available only for construction purpose.
- b. The Employer will provide storage space for materials but he will not take responsibility for their safety.
- c. The Contractor shall provide, at his own risk and cost, where directed on site, weatherproof lock-up sheds or lockers for the safe storage and custody of materials for the works and for the use of workmen engaged therein and shall remove such sheds or lockers and make good damaged or disturbed surfaces upon completion to the satisfaction of the Employer.

**vii. FIXED PRICE CONTRACT**

The contract is a fixed price contract and no variations will be payable on grounds of exchange rate fluctuations or increased cost of labour and materials. The Tenderers prices will be deemed to have allowed for forecasts on currency and price fluctuations.

**viii. COMPLETION PERIOD**

The total period from confirmation of order to completion of the works should be clearly stated in the Form of Tender. It will be the responsibility of the successful Tenderer to ensure that all materials, fittings, equipment and items to be supplied are ordered and delivered to the site ready for installation at such times as to cause no hold up to the programme of work.

**ix. PENALTY FOR NON -COMPLETION**

Should the completion be delayed beyond the quoted date, the contractor will be liable to pay the Employer **KShs.50, 000/= per calendar month for each centre**. This will automatically be deducted from monies due to the Contractor after expiry of seven days written notice.

**x. DEFECTS LIABILITY AND RETENTION PERIOD**

The Defects Liability Period for these works shall be **six (6) months** from the date of Practical Completion. During this period the contractor will be expected to rectify all defects noted at no cost to the Employer. The defects Liability Period shall be extended until all defects noted during the defects liability period are rectified. Retention of **5%** of the contract sum shall be held during this period and shall be released after the Contractor has cleared all defects reported.

**xi. PAYMENTS**

Payment shall be made monthly upon application by the Contractor together with the Engineer's valuation of sectional completed works less the retention amount. However, application for advance payment for work not done or request for cash payment will not be considered. The Tenderer should take this into account when filling the tender so that there will be no delays as a result of misunderstanding after the award of the tender.

**xii. SUPERVISION AND WORKING HOURS**

The works shall be executed under the direction, and to the entire satisfaction in all respects, of the Employer's Engineer or his representative who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor or other places where work is being prepared for the Contract. The normal working hours shall be from 8.00 am to 5.00 pm Monday to Friday except for Public Holidays. Where work has to be done on site outside the normal working hours, the contractor will have to apply to the Director, Department of Estates, Supplies and Transport (DEST) for authority two days in advance and give the reasons thereof. This authority shall be granted at the sole discretion of the Director.

**xiii. ACCESS TO SITE AND SECURITY**

Means of access to the site will be as directed by the Engineer for each site. No other access will be permitted in any circumstances. The Contractor will be required to submit the names and personal details of all the workers for security vetting before commencement of the work. No worker will be allowed on site without prior security vetting and clearance.

**xiv. AREA TO BE OCCUPIED BY THE CONTRACTOR**

The areas to be occupied by the Contractor for the purpose of executing these works and for his own use as storage or for erection of temporary workshop etc will be as directed by the Employer through the Engineer. The Contractor must confine his activities strictly to the areas so marked and must ensure that

his workmen do not trespass on the other parts of the premises or cause inconvenience to the activities in the buildings.

**xv. DAMAGE TO EXISTING PROPERTY**

The Contractor shall take every precaution to avoid loss of, or damage to the existing property and any underground services within the premises and he will be held responsible for any damages arising from the execution of this Contract to the afore-mentioned property and he shall make good all such loss or damage where directed at his own expenses to the satisfaction of the Employer.

**xvi. ELECTRICAL REQUIREMENTS**

Power available at the site from where power may be tapped off is 240V, 50Hz, 3 wire one phase or 415V, 50Hz, 4-wire supply.

**xvii. SAFETY, HEALTH AND WELFARE OF WORKPEOPLE**

The Contractor shall allow for providing for the safety, health and welfare of workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement.

Attention should be given to safety precautions while equipment for the work is either being delivered or installed or materials are delivered in the premises to prevent accidents.

**xviii. INSURANCE**

The Contractor shall, during the execution of the work insure himself and keep himself insured against all liability arising under the Workmen's Compensation Act or him on these works and shall indemnify the Employer in respect of any such accident to any such workmen. The Contractor shall further insure himself and keep himself insured against all liabilities arising from all Third Party Claims arising from accidents and he shall indemnify the Employer in respect of all claims that may be made against him in respect of any such accidents. Copies of insurance cover to confirm this shall be submitted to the Bank on or before the date of site handing over.

**xix. PERFORMANCE BOND**

The Contractor shall provide a Performance Bond in the form of a **Bank Guarantee at 10% of the tendered sum for the entire project**. The Employer on issuing the Practical Completion Certificate will unconditionally release this Guarantee to the contractor. The format of the Performance Guarantee that is acceptable by the Employer is appended. The Employer will approve the Guarantee offered prior to the commencement of work on site.

**xx. HOISTING**

All prices must include for hoisting and fixing at any level within the limits stated in the general description of Works.

**xxi. CASING UP AND PROTECTING**

The Contractor shall be responsible for casing up or otherwise protecting to the satisfaction of the Employer all parts of the Contract Works liable to cause injury and for removing such protection and making good on completion.

**xxii. WORKS TO BE DELIVERED UP CLEAN**

On completion of the Works, the site and the Works shall be cleared of all plant, scaffolding, rubbish and unused materials and shall be delivered up in a clean and perfect condition in every respect to the satisfaction of the Employer.

## SECTION V- SCHEDULE OF REQUIREMENTS AND PRICES

### PARTICULAR SPECIFICATIONS AND BILLS OF QUANTITIES FOR THE INSTALLATION OF CLOSE CONTROL AIR CONDITIONING SYSTEMS AT THE TWO CBK COMPUTER ROOMS/DATA CENTRES LOCATED AT CENTRAL BANK OF KENYA HEADQUARTERS BUILDING AND MARSHALL HOUSE (PENSION HOUSE) NAIROBI (SCHEDULE OF ITEMS TO BE PRICED)

This is a one envelop tender system hence financial bids shall be combined with technical bids and submitted as one document. The Bills of Quantities and Form of Tender should be fully completed.

Tenderers should visit the site to carry out their own inspection and confirm measurements and seek any clarification before completing these bills. Tenderers are advised to complete these Bills in full.

ITEM	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE KSHS	TOTAL PRICE KSHS
1.0	<p><b>CBK Headquarters Building Server/ Mainframe Room</b></p> <p>Supply, install, connect, test and commission new close control type air conditioning system rated at <b>46kW</b> with one Indoor Fan Coil Unit of minimum cooling capacity rating of 46kW and capable of controlling room temperature settings of the range between 18- 25 degrees centigrade and maintain the set temperature with a maximum deviation of <math>\pm 0.1</math> degrees and with humidity control such that the room humidity will be maintained at the range of 50-65% without condensation. The Indoor unit will have <b>bottom Discharge</b> and <b>top Suction</b> and shall be mounted on the existing raised/false floor. The indoor unit to have fire sensing control to enable full shutdown of the system in the event of fire and a command from the fire suppression system. The air circulation through the unit to be rated at 1.6 to 2.1 m<sup>3</sup>/sec through a quiet centrifugal fan so that the noise level is maintained below 55dBA at 1 metre for the indoor unit.</p> <p>Installation to include drainage system for condensate.</p> <p>The outdoor unit shall be air cooled wall/floor mounted condenser sized to match the 46kW indoor unit and shall</p>	1	No		

	<p>be connected to the indoor unit with properly sized and insulated refrigeration piping. The refrigerant used to be environmentally approved such as R410A.</p> <p>The installation shall include all electrical works from the local power distribution board installed by others. The bidder will install an intermediate local isolator similar to the existing units. It shall also include all control and alarm wiring properly concealed to ensure a close control of the environment in the room and aesthetically presentable finish. The unit shall be on Microprocessor based control to ensure it works harmoniously with the existing units to ensure uniform condition in the room.</p> <p>Air circulation in the room is through perforated raised floor panels installed by others.</p>				
	<b>Sub-Total Carried to Summary</b>				

ITEM	DESCRIPTION OF WORK	QTY	UNIT	UNIT PRICE KSHS	TOTAL PRICE KSHS
2.0	<p><b>THE INSTALLATION OF CLOSE CONTROL AIR CONDITIONING SYSTEMS AT TWO CBK COMPUTER ROOMS/DATA CENTRES LOCATED AT CENTRAL BANK OF KENYA HEADQUARTERS BUILDING AND MARSHALL HOUSE (PENSION HOUSE) NAIROBI.</b></p> <p>The outdoor unit shall be air cooled wall/ floor mounted condenser sized to match the 30kW indoor unit and shall be connected to the indoor unit with properly sized and insulated refrigeration piping. The refrigerant used to be environmentally approved such as R410A.</p> <p>The installation shall include all electrical works from the local power distribution board installed by others. It shall also include all control and alarm wiring properly concealed to ensure a close control of the environment in the room and aesthetically presentable finish. The unit shall be on Microprocessor based control to ensure they work harmoniously with the existing units to ensure uniform condition in the room.</p> <p>Air circulation between the Data Centre Room and the indoor air conditioning unit <b>shall be through a properly sized insulated duct</b>. The unit shall be mounted on a sturdy metal frame fabricated by the bidder. An opening with suitable metal grille shall be created at the top and bottom of the wall to the data for connecting the air duct to the Data Centre Room.</p>	1	No		
	<b>Sub-Total Carried to Summary</b>				



## SUMMARY PAGE

### TENDER FOR THE INSTALLATION OF CLOSE CONTROL AIR CONDITIONING SYSTEMS AT TWO CBK COMPUTER ROOMS/DATA CENTRES LOCATED AT CENTRAL BANK OF KENYA HEADQUARTERS BUILDING AND MARSHALL HOUSE (PENSION HOUSE) NAIROBI.

ITEM	TYPE AND DESCRIPTION	QTY	UNIT PRICE SHS	TOTAL PRICE SHS
1.	<b>Total for Headquarters Brought Forward</b>			
2.	<b>Total for Marshall House (Pension House) Brought Forward</b>			
3.	16 % VAT of the above			
4.	Sub-Total			
5.	Add 5% of 4 above as Contingency Amount			
6.	<b>Grand Total to Tender Form</b>			

We the undersigned submit our tender for the above specified works  
amounting to KShs. \_\_\_\_\_

In \_\_\_\_\_ words: \_\_\_\_\_ Kenya  
Shillings \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Our Completion Period shall be \_\_\_\_\_ weeks
2. Our tender will remain valid for \_\_\_\_\_ days (not less 120 days)  
from the date of Tender opening.

Signature of the Tenderer: \_\_\_\_\_ Date \_\_\_\_\_

Position in the Company: \_\_\_\_\_

Company Seal: \_\_\_\_\_

## SECTION VI - TECHNICAL SPECIFICATIONS

### 6.1 GENERAL

6.1.1. These specifications describe the basic requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.1.4 The tenderers are requested to present information along with their offers as follows;-

- (i) Shortest possible delivery period of each product
- (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses

## TECHNICAL SPECIFICATIONS

### 6.2 PARTICULARS

#### TECHNICAL SPECIFICATIONS FOR THE INSTALLATION OF CLOSE CONTROL AIR CONDITIONING SYSTEMS AT TWO CBK COMPUTER ROOMS/DATA CENTRES LOCATED AT CENTRAL BANK OF KENYA HEADQUARTERS BUILDING AND MARSHALL HOUSE (PENSION HOUSE) NAIROBI.

	SPECIFICATIONS
<b>1.0</b>	<b>CBK Headquarters Building Server/ Data Centre</b>
1.1	A close control type air conditioning system rated at <b>46kW</b> with one Indoor Fan Coil Unit of minimum cooling capacity rating of 46kW and capable of controlling room temperature settings of the range between 18- 25 degrees centigrade and maintain the set temperature with a maximum deviation of $\pm 0.1$ degrees
1.2	The system shall include Microprocessor based control and alarm system with wiring properly concealed to ensure a close control of the environment in the room and aesthetically presentable finish. The new unit shall be set to work harmoniously with the existing units to ensure uniform condition in the room.
1.3	The air circulation through the unit to be rated at 1.6 to 2.1 m <sup>3</sup> /sec using a quiet centrifugal fan.
1.4	The Indoor unit to have <b>bottom Discharge</b> and <b>top Suction</b> and shall be mounted on the existing raised/false floor.
1.5	Air circulation in the room is through perforated raised floor panels installed by others.
1.6	The noise level to be maintained below 55dBA at 1 metre for the indoor unit at full load.
1.7	Room humidity to be maintained at the range of 50-65% without condensation.
1.8	The indoor unit to have fire sensing control to enable full shutdown of the system in the event of fire and a command from the fire suppression system.
1.9	The outdoor unit(s) shall be air cooled wall/floor mounted condenser sized to match the 46kW indoor unit.
1.10	The outdoor unit(s) shall be connected to the indoor unit with properly sized refrigeration copper piping properly clad with armaflex insulated.
1.11	The refrigerant used to be environmentally approved such as R410A.
1.12	Installation to include drainage system for condensate.
1.13	The installation shall include all electrical works from the existing local power distribution board installed by others. The bidder will install an intermediate local isolator similar to the existing units.

	<b>SPECIFICATIONS</b>
<b>2.0</b>	<b>CBK COMPUTER ROOMS/DATA CENTRES LOCATED AT CENTRAL BANK OF KENYA HEADQUARTERS BUILDING AND MARSHALL HOUSE (PENSION HOUSE) NAIROBI</b>
2.1	A close control type air conditioning system rated at <b>30 kW</b> with one Indoor Fan Coil Unit of minimum cooling capacity rating of 30 kW and capable of controlling room temperature settings of the range between 18- 25 degrees centigrade and maintain the set temperature with a maximum deviation of $\pm 0.1$ degrees
2.2	The system shall include Microprocessor based control and alarm system with wiring properly concealed to ensure a close control of the environment in the room and aesthetically presentable finish. The new unit shall be set to work harmoniously with the existing units to ensure uniform condition in the room.
2.4	The air circulation through the unit to be rated at 1.6 to 2.1 m <sup>3</sup> /sec using a quiet centrifugal fan.
2.5	The Indoor unit will have <b>bottom Discharge</b> and <b>top Suction</b> and shall be mounted on a sturdy metal frame fabricated by the bidder.
2.6	Air circulation between the Data Centre Room and the indoor air conditioning unit shall be through a properly sized insulated duct. An opening with suitable metal grille shall be created at the top and bottom of the wall/partition to the data room for connecting the air duct to the Data Centre Room.
2.7	The noise level to be maintained below 55dBA at 1 metre for the indoor unit.
2.8	Room humidity to be maintained at the range of 50-65% without condensation.
2.9	The indoor unit to have fire sensing control to enable full shutdown of the system in the event of fire and a command from the fire suppression system.
2.10	The outdoor unit(s) shall be air cooled wall/floor mounted condenser sized to match the 30 kW indoor unit.
2.11	The outdoor unit(s) shall be connected to the indoor unit with properly sized refrigeration copper piping properly clad with armaflex insulated.
2.12	The refrigerant used to be environmentally approved such as R410A.
2.13	Installation to include drainage system for condensate.
2.14	The installation shall include all electrical works from the local power distribution board installed by others. The bidder will install an intermediate local isolator similar to the existing units.

## **SECTION VII - STANDARD FORMS**

*Notes on the Standard 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.

### **7.7 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

Tender No. \_\_\_\_\_

**To: Director,  
Department of Estates, Supplies and Transport (DEST)**

Central Bank of Kenya

P.O. Box 60000 – 00200

**NAIROBI**

Dear Sir,

**THE INSTALLATION OF CLOSE CONTROL AIR CONDITIONING SYSTEMS  
AT TWO CBK COMPUTER ROOMS/DATA CENTRES LOCATED AT  
CENTRAL BANK OF KENYA HEADQUARTERS BUILDING AND MARSHALL  
HOUSE (PENSION HOUSE) IN NAIROBI**

- 1. Having examined the tender documents including Addenda , and in accordance with the Instructions to Tenderers, Specifications and Bills of Quantities for the execution of the above works, we, the undersigned offer to complete the above works to the entire satisfaction of the Bank for the sum of:**

Amount of Tender: KShs .....

In                                      words,                                      Kenya                                      Shillings:  
.....

- .....
2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements and complete the works in ..... weeks.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by Central Bank of Kenya.
4. **We agree to abide by this Tender for a period of 120 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. **This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.**

6. **We understand that you are not bound to accept the lowest or any tender that you may receive.**

Name of Contractor: .....

Signature of the first Director .....

Address.....

.....

Date.....

Signature of the second Director .....

Address.....

.....

Date.....

Company Seal

.....

.....

.....

## 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (COMPANY PROFILE)

(You are advised that it is a serious offence 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.		
	<b>Company Name</b>	<b>Company Registration Number</b>	<b>Registration Date</b>
	<b>Country of Registration</b>		
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.	
	<b>Contact Person Name</b>	
	<b>Landline Telephone Number</b>	
	<b>Cellular Telephone Number</b>	
	<b>Facsimile Telephone Number</b>	
	<b>E-mail</b>	
	<b>Postal Address</b>	
	<b>Physical Address</b>	
4)	Please provide evidence of the registered street and postal addresses of the bidding organization	
	<b>Registered Street Address</b>	<b>Registered Postal Address of your organisation</b>
	<b>LR No.</b>	
5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any.	

**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.

**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.*

8)	Please provide references from your major clients where you have successfully carried out similar or comparable assignment.
----	---

**PART VI: BIDDER'S STANDARD CONTRACTS**

9)	Provide details of the preferred payment plan if not contained in the standard contract supplied.
----	---

**PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY**

10)	Can the Bidder supply certified audited financial statements for the last two financial years? The supply of these financial statements will be mandatory for your tender to be considered responsive.		
	Are you currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability)?		
11)	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?		
	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 timeously implement any contract which may be awarded to it pursuant to this Tender?		
12)	<b>Have you ever:</b>		
	<b>Question</b>	<b>Response</b>	
			<b>Yes</b>
	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 VIII: CERTIFICATION**

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

**FULL NAME:** .....

**DESIGNATION/POSITION:** .....

**SIGNATURE:** .....

**DATE:** .....

**COMPANY NAME AND ADDRESS:**

.....

.....

.....

.....

**SEAL:** .....

.....

### 7.3 FORM OF TENDER SECURITY

WHEREAS.....  
(hereinafter called "the Tenderer") has submitted his tender dated.....for **the installation of Close Control Air Conditioning Systems at two CBK Computer Rooms/Data Centres located at Central Bank of Kenya Headquarters Building and Marshall House (Pension House) in Nairobi** 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.50,000/= (Kenya Shillings fifty thousand only)**, 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 of .....2014

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.

\_\_\_\_\_  
\_\_\_\_\_  
Signature of the Bank)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(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

7.8

**FORM RB 1**  
**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 of .....20.....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 of .....20.....

SIGNED

Board Secretary