BANKI KUU YA KENYA

CENTRAL BANK OF KENYA

Haile Selassie Avenue

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TENDER DOCUMENT

TENDER FOR DRILLING, EQUIPPING, TESTING AND COMMISSIONING OF BOREHOLE AT KENYA SCHOOL OF MONETARY STUDIES (KSMS) FOR CENTRAL BANK OF KENYA

TENDER NO. CBK/24/2018-2019

CLOSING DATE: 19TH NOVEMBER, 2018 AT 10. 30A.M

GUIDELINES ON PREPARATION OF BID DOCUMENT

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

1. **Section I – Invitation to Tender**. This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.

2. Section II – Instruction to Tenderers. This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up-to to the award stage including notification of award to the successful bidder. "**Appendix to Instruction to Tenderers" customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.**

3. **Evaluation Criteria**: This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document forming Bid Document:

No.	**Documents forming part of the bid**	**Remarks by Tenderer**
1	The main sections of the tender document that includes: i) Section I – Invitation to Tender; ii) Section II – Instruction to Tenderers; and iii) Section III – General Conditions of the Contract This sections remain as they are in the tender document.	
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Copy of tax compliance certificate valid at least up-to the date of tender opening	
4	Copy of current registration certificate issued by **National Construction Authority (NCA 1-4)** as a contractor in borehole drilling	
5	Tender Security of **Kshs. 50,000.00** from a bank or an insurance company approved by Public Procurement Regulatory Authority (PPRA). The tender security should be in the format provided in the tender document. Validity period is from the date of tender opening	
6	Signed copies of Financial Statement for the last two consecutive years (within 2015 and 2018)	

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

TABLE OF CONTENTS

SECTION I: INVITATION FOR TENDERS

1.The Central Bank of Kenya invites sealed tenders from eligible borehole contractors to submit bids for Proposed Drilling, Equipping, Testing and Commissioning of Borehole at Kenya School of Monetary Studies (KSMS)

2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **The Ag. Director, General Services Department, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke**

3. A complete set of tender document containing detailed information may be downloaded from the PPIP website: **www.tenders.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke at no cost.** Bidders who download the tender document are advised to sign a tender register at Procurement Division on 5th Floor CBK Building or email their contact address using the email: supplies@centralbank.go.ke before the tender closing date.

4. Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

5. Tenders must be accompanied by a **Tender Security of Kshs. 50,000.00,** valid for **150 days.** Failure to attach the Tender Security will lead to automatic rejection of the tender.

6. There will be a pre-bid meeting on the site, Kenya School of Monetary Studies on **13th November, 2018 at 11:00am**. Bidders are encouraged to attend and register their attendance with Procurement Office at the Kenya School of Monetary Studies.

7. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue before **19th November, 2018 at 10.30am.**

8. Tenders will be opened immediately thereafter, i.e. on **19th November, 2018 at 10:30am** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya Head Office, DPLS Conference Room on 5th Floor.**

9. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

Ag. DIRECTOR,

GENERAL SERVICES DEPARTMENT

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 General

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

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

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

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

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

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

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

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

2.3 Tender Documents

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

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

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

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

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

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

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

2.4 Preparation of Tenders

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

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

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

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

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

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

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

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

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

2.4.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Submission of Tenders

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

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

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

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

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

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

2.6 Tender Opening and Evaluation

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

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

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

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

(a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the
opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the corrected tender figure shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).

(e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

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

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

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

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

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

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

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

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

2.7 Award of Contract

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

2.7.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award
of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

2.7.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

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

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

2.7.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

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

2.7.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.8 Corrupt and fraudulent practices

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

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

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

Appendix to Instructions to Tenderers

The following information for the procurement of works shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Particulars of Appendix to Instructions to Tenders
2.2.4	The price to be charged for the tender document shall be **Kshs. 1,000.00** and free for bidders that download the tender document from the website
2.4.2	Tenderers shall furnish, as part of its tender, a tender security amounting to **KShs. 50,000.00** in the form provided in this tender document, valid for **150 days** from the date of tender opening.
2.4.6	Tender shall remain valid for **120 days** after the date of tender opening prescribed in the tender notice.
2.5	Only one "ORIGINAL" tender document will be submitted
2.5.2	The sealed envelopes shall bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **19th November, 2018 at 10:30 A.M**
2.6.4	Thus, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way.
2.7.5	Performance security shall be **5%** of the contract amount

Clause 2.6: EVALUATION CRITERIA

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

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

Stage 1: Compliance with the Mandatory Requirements (MR)

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

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation (Legal structure)	
MR 2	Provide copy of the company's **current** Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of opening the tender.	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document.	
MR 4	Provide copies of audited accounts for the company for the last two successive accounting years (within 2015 and 2018)	
MR 5	Provide a copy of registration by National Construction Authority (**NCA 1-4**) as a contractor in borehole drilling that is current.	
MR 6	Provide Tender Security (Bid Bond) of **Kshs 50,000** in the form provided in this tender document valid for **150 Days**	

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

Stage 2: Technical Evaluation (capacity to deliver the contract)

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

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
T1	Number of years in the business of borehole drilling **(a copy of certificate of incorporation or registration to be provided for verification).**		Each active year will earn **1 marks** to a maximum of 5 Marks	**5**

T2	Provide a list of all **clients with <u>references (names and telephone of contact persons)</u>** to which the company has done similar work each valued at **KShs.1,000,000** and above in the last 5 years.		Each reference client will earn **6 marks** to a maximum of 5 clients.	**30**
T3	Provide proof of ownership of a borehole drilling machine (Attach copy of log book or lease agreement)		Ownership of at least one borehole drilling machine – 30**marks**	**30**
T3	Provide a list of **Qualified Technical Staff** in the company relevant to the borehole drilling who will be actively involved in the project (**MUST** *provide detailed CV accompanied by relevant academic and professional certificates. Telephone contacts must be provided*).		Each **Qualified Technical Staff** will earn 5 marks to a maximum of 4 **Qualified Technical Staff**.	**20**
T4	Audited Financial Statements for the last two consecutive years (2016 and 2017) certified by a certified auditor. *Evaluation shall consider Profitability Ratios and Liquidity Ratios.*		A(i) 10 marks for Profitability margin of above 10%; (ii) 7 marks for Profitability margin of 5% to 10%. (iii) 5 marks for Profitability margin below 5%. B(i) 5 marks for Liquidity ratio equal or better than 1:1. (ii) 3 marks for Liquidity ratio between 1:1 and 0.5:1 (iii) No mark for Liquidity ratio below 0.5:1	**15**
	Total			**100**

Notes:

- ✓ **Profitability Margin** = EBIT / Gross Revenue/Sales
- ✓ **Current Ratio** = Current Assets/ Current Liabilities

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

Stage 3. FINANCIAL EVALUATION

Tenderers that **score 75% and above** under Technical Evaluation on Capacity to deliver the contract will have their bids subjected to financial evaluation. Financial Evaluation shall involve checking arithmetic errors and completeness of the bill of quantities. The lowest evaluated bidder will then be considered for award of the tender

SECTION III: CONDITIONS OF CONTRACT

Table of Clauses *Page*

SECTION III - CONDITIONS OF CONTRACT (Part I)

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contract Documents

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

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

3.Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

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

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

5.2 The Contractor shall be responsible for the safety of all activities on the Site.

5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

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

8 Instructions

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

9 Extension of Completion Date

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

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

Delay by:-

(a) force majeure, or

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

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

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

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

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

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

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

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

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

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

10 Management Meetings

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

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

11 Defects

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

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

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

12 Bills of Quantities/Schedule of Rates

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

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

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

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

(i) Advance payment________________(*percent of Contract Price,*
[after Contract execution] *to be inserted by the Employer).*

(ii) First stage (*define stage)* ______________________

(iii) Second stage *(define stage*)____________________

(iv) Third stage (*define stage)* ______________________

(v) After defects liability period .

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

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

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

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

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;

(b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

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

19. Payment Upon Termination

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

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

19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

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

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

THE EMPLOYER IS:

Name: Central Bank of Kenya, Kenya school of Monetary Studies

Address: P. O. Box 65041 – 00168, Nairobi

Name of Employer's Representative: ……………………………

Title: Ag. Director, Kenya school of Monetary Studies

Telephone: 020 8646000

The name (and identification number) of the Contract is **Proposed Drilling, Equipping, Testing and Commissioning of Borehole at Kenya School of Monetary Studies (KSMS) (REF: CBK/24/2018-2019)**

The Works consist of Drilling, Equipping, Testing and Commissioning of a Borehole at Kenya School of Monetary Studies (KSMS)

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

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

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

The Site is located at **Kenya School of Monetary Studies Ruaraka, Nairobi along Nairobi Thika Road**.

The Defects Liability Period is 6 months during which a retention equivalent to **5%** of the contract sum will be withheld until all noted defects are cleared.

The amount of performance security shall be 5% of the Contract Price.

SPECIAL NOTES TO ALL BIDDERS

1. Bidders are required to make a site inspection at their own cost to verify the scope of the specified works and take their own measurement so as to submit a comprehensive bid. Arrangement for accessing the site will be made with the **Procurement Manager, Kenya School of Monetary Studies who will also arrange for a pre-bid conference and a joint site inspection** with all bidders

before the closing date for the tender. No claims for lack of information will be entertained after opening of the bids.

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

3. All prices entered in the Bills of Quantities shall be **in Kenya Shillings** inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the tender. Therefore, bidders are required to ask for clarifications where and if necessary before submitting their bids.

4. This is a fixed price quotation and no variations will be entertained after the award of the tender. Bidders are advised to take this into account so as to include all costs and taxes in their bids.

5. There will be no advance payment to the Bidders.

6. The tender will be a lump sum figure in Kenya shillings, to cover all works. Contingency sum, where stated, will only be utilized on justification by the contractor and approval by the client.

7. The bid shall remain valid for **120 days** from the date opening.

8. Payment for the works will be made on progressive completion. No claim for advance payment will be released.

9. The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site. He/she will regularly cart away all debris or unwanted materials from the site and clear the site prior to the date of handover of the completed works.

10. Canvassing directly by the bidder or by proxy shall lead to automatic disqualification of his bid.

11. No sub-contracting shall be allowed without prior approval of the procuring entity.

SECTION V: BILL OF QUANTITIES

5.1 General

These Bill of Quantities/ specifications describe the requirements of the works. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the equipment to be supplied in the contract

5.2: Bill of Quantities and Scope of Works – D1

Item	**Description**	**Qty**	**Unit of mea-sure**	**Rate (Kshs)**	**Amount (Kshs)**
	Provision of works for drilling, equipping, testing and commission of a borehole at KSMS				
Bill of Quantities – D1					
A	Allow for application and acquisition of permit for drilling from relevant authorities before commencing the works (Note: No payments to be made before the permit is acquired and submitted to the Client). **(Hydrological survey done)**	1	Item		
B	Mobilization/ demobilization of drilling unit, equipment materials, personnel and all other required supplies. It shall include erecting / dismantling of drilling unit.	1	Item		
C	Drilling 150mm diameter borehole from 0-100m below surface.	100	LM		
D	Drilling 150mm diameter borehole from 101-200m below surface	100	LM		
E	Drilling 150mm diameter borehole from 201-300m below surface	100	LM		
F	Supply and installation of 150mm diameter plain steel casing.	300	LM		
G	Supply and installation of filter gravel pack	8	Ton		
H	Development works	12	Hrs		
I	Test pumping to ascertain borehole yield for at least 24 hours including installation and withdrawal of pumping unit and recovery measurements for a period of not less than 6 hours until the water level comes back to the original level .	1	Item		

J	Construction of concrete plinth size 1.0mX1.0m around well head and serial number engraving.	1	No		
K	150mm diameter borehole capping	1	No		
	Total Cost C/F to Collection Page D/5				

Bill of Quantities – D2		**Qty**	**Unit of Mea-sure**	**Rate (Kshs)**	**Amount (Kshs)**
Item	**Description**				
L	Allow for all costs involved in providing water for all requirements of the contractor drilling field camp etc.	1	Item		
M	Water chemical analysis and borehole completion report.	1	Item		
N	Supply and install high quality pressure gauge as Kent or equivalent range 0-7kgf/cm^2 complete with accessories for mounting on galvanised pipe.	1	No		
O	Supply and install single orifice air valve, complete with pipe mounting accessories.	1	Item		
P	Supply and install 50mm diameter rising main GMS water pipe, Class C	350	LM		
Q	50mm diameter gate valve as ‘pegler’ or approved equivalent	1	No.		
R	Float switch complete with 350 meters long 2-core cable	1	No		
S	50mm diameter non-return valve as pegler or approved equivalent.	1	No		
T	50mm diameter galvanised steel bend	4	No		
U	50mm diameter water meter as 'Kent' or approved equivalent	1	No		
	Total Cost C/F to Collection Page D/5				

Bill of Quantities - D3					
Item	**Description**	**Qty**	**Unit of Measure**	**Rate (Kshs)**	**Amount (Kshs)**
A	Supply and install a control panel to be mounted off the wall. The control panel shall be water tight with corrosion resistant from hinged lockable door metal enclosure and have Merlin Gerin swith-gear and Telemechanique control gear. It shall be complete with power surge protector, time delay switch, MCBs, isolators, ON/OFF LED indicator light and any other necessary controls for proper functioning of the borehole pump.	1	Item		
B	6mm² 4-core PVC round hardened PVC submersible electric cable. Waterproof.	350	LM		
C	2.5mm² 4-core PVC round hardened PVC electrode cables waterproof.	300	LM		
D	2.5mm² 4-core PVC/SWA/PVC cable from control panel to water tanks.	50	LM		
E	25mm diameter heavy gauge PVC ducts.	50	LM		
F	Electrode pair	1	No		
G	Level regulator complete with mounting box	1	No		
H	Allow for field labour and transport and also for the borehole equipment transport.	1	Item		
I	Allow for 3-phase Electric power to conduct the necessary tests for the borehole equipment on site.	1	Item		
	Total Cost C/F to Collection Page D/5				
Bill of Quantities – D4					
Item	**Description**	**Qty**	**Unit of Measure**	**Rate (Kshs)**	Amount (Kshs)
J	**Supply and install a centrifugal borehole pump, continuously rated and capable of pumping 25m³/hr of water against a total head of 350m. The pump to be as Grundfos**	**1**	**No**		700,000

	SP5A-44 rated at 4.0kW or equal and approved.(provisional sum)				
K	**Allow for testing and commissioning of the borehole**	**1**	**Item**		
L	**Any other item necessary to complete the works (please specify).**				
	Total Cost C/F to Collection Page D/5				

Item		**Amount (Kshs)**
	COLLECTION PAGE – D5	
A	Total B/F from Page D/1	
B	Total B/F from Page D/2	
C	Total B/F from Page D/3	
D	Total B/F from Page D/4	
	Total for Borehole Drilling C/F Summary Page D/5	

SUMMARY PAGE – D6

<table>
<tr><th rowspan="2">Item</th><th rowspan="2">Description</th><th>Amount</th></tr>
<tr><th>(Kshs)</th></tr>
<tr><td>1</td><td>Total for Borehole Drilling and Equipping B/F from Borehole Drilling Collection Page D/5</td><td></td></tr>
<tr><td colspan="3">Amount in words……………………………………………………………………………………..
………....</td></tr>
<tr><td colspan="3">Tenderer's Name and Stamp
………...
……..………………………………………………………………………………..……………………………..</td></tr>
<tr><td colspan="3">Address
…………………………………………………………………………………...……………...……..………………</td></tr>
<tr><td colspan="3">Period To Execute The Works ……..…………………………..……....…………………………………..</td></tr>
<tr><td colspan="3">Telephone No …..………………………………………………..……………………….…………………….</td></tr>
<tr><td colspan="3">Mobile Phone No. ….………………………………………………………………………...……. ……….</td></tr>
<tr><td colspan="3">Tenderer’s V.A.T No ….………………………………….. Tenderer’s P.I.N No ….………………………………………</td></tr>
<tr><td colspan="3">Tenderer's Signature ………………………………… Date……………….………………………...………</td></tr>
<tr><td colspan="3">Witness Signature ………………………………….. Date…………………..……………………..………</td></tr>
</table>

SECTION VI: STANDARD FORMS

Notes on the standard Forms

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

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

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

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

6.5 **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

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

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

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

6.1 TENDER FORM

Ag. Director,
Procurement and Logistics Services
Central Bank of Kenya
P.O. Box 60000 – 00200, **NAIROBI**

Dear Sir,

Bill of Quantities and Particular Specifications for Proposed Borehole Drilling at CBK, Kenya School of Monetary Studies

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

Amount of Tender (Fee): Kshs …………………………………………………………….

In words, Kenya Shillings: ……………………..……….………..…….……………...

………………………………………………………………………………………………

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

Name of Contractor: ……….……………………………..………………………

Signature of the first Director ……………………..…………………………………….

Address…………………………………..…..…………………………………………
Date…………………………………………………

Signature of the second Director ………………..…..…………………………………….

Address……………………………………..……………………………………….

Date…………………………………………………

Company Seal ……………..………………………………………………………….

6.2: FORM OF AGREEMENT

THIS AGREEMENT, made the ________________ day of ________ 20 ______ between____of [or whose registered office is situated at]____ (Hereinafter called "the Employer") of the one part AND ____of [or whose registered office is situated at]____ (Hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes ____ *(name and identification number of Contract)* (Hereinafter called "the Works") located at______________________________*[Place/location of the Works*]and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs___________________________[*Amount in figures*],Kenya Shillings____[*Amount in words].*

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

   (i) Letter of Acceptance
   (ii) Form of Tender
   (iii) Conditions of Contract Part I
   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
   (v) Specifications
   (vi) Drawings
   (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of ____

Was hereunto affixed in the presence of _______________________________

Signed Sealed, and Delivered by the said _____________________________

Binding Signature of Employer _______________________________________

Binding Signature of Contractor ______________________________________

In the presence of (i) Name____

Address____

Signature____

(ii) Name ____

Address____
Signature____

6.3 PROFILE OF THE COMPANY (Confidential Business Questionnaire)

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

PART I: GENERAL INFORMATION

a) The questionnaire must be fully and comprehensively completed in all respects.

b) Information given by the applicant shall be treated in strict confidence.

c) Any information given and later found to be incorrect shall lead to disqualification of the tenderer.

d) Deliberately incorrect information leads to disqualification of the application.

e) Canvassing will lead to automatic disqualification of the applicant.

PART II: BIDDER DETAIL

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

1)	Provide documentary evidence of the registered name and number of your company and date of Registration.		
	Company Name	**Company Registration Number**	**Registration Date**

2)	Give full details of your Bankers.

PART III: CONTACT PERSON(S) DETAIL

3)	Provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	Facsimile Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	
4)	Please provide evidence of the registered street and postal addresses of the bidding organization.	
	Registered Street Address	**Registered Postal Address of your organization**
5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any, including ISO reference or proof of the award.	

PART IV: BIDDER ORGANIZATION PROFILE

6)	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.	
7)	What is your organisation's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.	
8)	Provide the location of the service centre (s) that will support the Central Bank of Kenya.	
	Sales Office/Service Centre	**Location**

PART V: BIDDING ORGANISATION'S CLIENT BASE

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

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

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

PART VI: BIDDER'S STANDARD CONTRACTS

10)	Describe your approach to contracting and negotiation specifically relating to the availability and use of standard contracts and whether you consider any of the standard contracts or specific clause to be not negotiable.
11)	Provide details of the preferred payment plan if not contained in the standard contract supplied.

PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

12)	Provide audited financial statements for the last two financial years. The supply of these financial statements will be mandatory for your tender to be considered responsive.
13)	State whether you are currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability). 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 timorously implement any contract which may be awarded to it pursuant to this Tender?

14)	Have you ever:		
	Question	**Response**	
		Yes	**No**
	Forfeited any payment on a contract?		
	Been declared in default of a contract?		
	Negotiated the premature termination of a contract?		
	Had an uncompleted contract assigned to another solution provider?		

PART VII: TECHNICAL SUPPORT & CAPACITY BUILDING

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

PART XIII: CERTIFICATION

	I/We do hereby certify that the above information is correct in all respects. *FULL NAME*: …………………………………………………………………… *DESIGNATION/POSITION*: …………………………………………………… *SIGNATURE*: ……………………………………………………………………. *DATE*: ………………………………………………………………………………. *COMPANY SEAL AND/OR STAMP*: ……………………………………….

6.4 TENDER SECURITY FORM

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for Proposed Drilling, Equipping, Testing and Commissioning of Borehole at Kenya School of Monetary Studies for Central Bank of Kenya (hereinafter called <the tender?

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

____

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or

2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

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

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

6.5 PERFORMANCE SECURITY FORM

To: …………………………….

[Name of procuring entity]

WHEREAS …………………………………………… [*name of tenderer*]

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _______ _______ [*reference number of the contract*] dated ___________________ 20 _________________ to supply ……………………………………………..

[*description of works*] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

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

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

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

This guarantee is valid until the _________________ day of ____________________ 20 ___

Signature and seal of the Guarantors

____

[Name of bank of financial institution]

____

[Address]

____

[Date]

(Amend accordingly if provided by Insurance Company)

6.6 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

6.7 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

6.8 DECLARATION FORM

Date _______________

To __________________________________

____

____

The tenderer i.e. (name and address)____

____declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

________ ________________ _______________

Title Signature Date

(To be signed by authorized representative and officially stamped)