

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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

Email: comm@centralbank.go.ke

TENDER DOCUMENT

**TENDER FOR SUPPLY, INSTALLATION TESTING AND COMMISSIONING
OF FUEL STATION SUB-CONTRACT FOR PROPOSED CONSTRUCTION OF
NGONG POLICE COMPLEX FOR CENTRAL BANK OF KENYA -
READVERTISEMENT**

TENDER NO. CBK/124/2020-2021

CLOSING DATE: 25TH JUNE, 2021 AT 10:30 A.M

GUIDELINES IN 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 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 required to form the bid document:

No.	Documents forming part of the bid	Tenderers Remarks
1	The main sections of the tender document that includes: Section I – Invitation to Tender; Section II – Instruction to Tenderers; and Section III – General Conditions of the Contract Remain as they are in the tender document	
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Duly completed Confidential Business Questionnaire in the format provided in this tender document.	
4	Copy of the company’s current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
5	Original Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 150 Days from the date of tender opening	
6	List of past/current projects and clients with references (names and telephone of contact persons) to which the company has supplied and installed similar equipment in the last 5 years . The Bank may undertake due diligence on the list.	
7	List of Qualified Technical Staff in the company in mechanical, Electrical or related field.	
8	Financial proposal containing priced Bill of Quantities. Prices to be quoted inclusive of all taxes	
9	Duly filled and signed Form of Tender in the format provided in the tender document	
10	Copy of Company profile.	
11	Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments	

SECTION 1: INVITATION FOR TENDERS

1. The Central Bank of Kenya invites sealed tenders from eligible suppliers for supply, installation, testing and commissioning of Fuel Station sub-contract for Proposed Construction of Ngong Police Complex in Ngong, Kajiado County.
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 Director, General Services Department, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke** during normal working hours.
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 register their participation in the tender using the Email: supplies@centralbank.go.ke.
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** from the date of tender opening. Failure to attach the Tender Security will lead to automatic rejection of the tender.
6. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Green Tender Box No. 3** at the main entrance, ground floor of **Central Bank of Kenya along Haile Selassie Avenue**, so as to be received on or before **25th June, 2021 at 10.30 A.M.**
7. Tenders will be opened on **25th June, 2021 at 10.30 A.M** in the presence of the Candidates or their representatives who choose to attend the opening in the **Conference Room on Mezzanine Floor**, Central Bank of Kenya Head Office in Nairobi.
8. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

**DIRECTOR,
GENERAL SERVICES DEPARTMENT**

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	5
Appendix to Instructions to Tenderers	19
Evaluation Criteria	19
SECTION III GENERAL CONDITIONS OF CONTRACT.....	22
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	28
SECTION V BILL OF QUANTITIES	29
SECTION VI TECHNICAL SPECIFICATIONS	34
SECTION VII STANDARD FORMS.....	39
7.1 FORM OF TENDER.....	40
7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	41
7.3 TENDER SECURITY FORM	42
7.4 PERFORMANCE SECURITY FORM	43
7.5 CONTRACT FORM.....	44
7.6 NOTIFICATION OF AWARD.....	45
7.7 FORM RB 1.....	46
7.8 DECLARATION FORM	47

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Contents

	Page
2.1 Eligible Tenderers.....	6
2.2 Eligible Equipment.....	6
2.3 Cost of Tendering.....	6
2.4 Contents of Tender Document.....	7
2.5 Clarification of Tender Documents.....	7
2.6 Amendment of Tender Document.....	8
2.7 Language of Tender.....	8
2.8 Documents Comprising the Tender.....	8
2.9 Tender Forms.....	8
2.10 Tender Prices.....	9
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.....	11
2.16 Format and Signing of Tenders.....	12
2.17 Sealing and Marking of Tenders.....	12
2.18 Deadline for Submission of Tender	12
2.19 Modification and Withdrawal of Tenders.....	13
2.20 Opening of Tenders.....	13
2.21 Clarification of Tenders.....	14
2.22 Preliminary Examination.....	14
2.23 Conversion to Single Currency.....	14
2.24 Evaluation and Comparison of Tenders.....	15
2.25 Contacting the Procuring Entity.....	16
2.26 Award of Contract.....	16
(a) Post Qualification.....	16
(b) Award criteria	16
(c) Procuring Entity's Right to Accept or Reject any or all Tenders	17
2.27 Notification of Award.....	17
2.28 Signing of Contract.....	17
2.29 Performance Security	18
2.30 Corrupt or Fraudulent Practices.....	18

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 the Public Procurement and Asset Disposal Act, 2015.
- 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 Ksh 1,000.00

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 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 120 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 (day, date at time of closing)"

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 (the time and date specified).

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

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at *(the time, and the date)* and in the following location.*(address of the procuring entity)*

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

2.20.2 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.

2.20.3 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.

2.26.9 A 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.
- 2.30.2 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.
- 2.30.3 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.

Clause Reference	Particulars of Appendix to Instructions to Tenders
2.1.1	The eligible tenderers are manufacturers or Authorized Dealers in the region of Fuel Station Equipment
2.3.2	Tender document shall be downloaded from the PPIP website: www.tender.go.ke or The Bank's Website: www.centralbank.go.ke at no cost
2.4	Documents listed as "xi, Bank Guarantee for Advance Payment Form" do not form part of this tender document.
2.11.1	Prices quoted should be expressed in Kenyan Shillings.
2.14.2	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 proposal.
2.15.1	Tender shall remain valid for 120 days after date of tender opening.
2.16.1	Only one "ORIGINAL TENDER" document will be submitted
2.17.2 (b)	The outer envelopes shall bear the tender number and name in the Invitation to Tender and the words " DO NOT OPEN BEFORE 25th June, 2021 at 10.30 am "
2.18.1	Tenders to be received not later than 25th June, 2021 at 10.30 am
2.20.1	The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 25th June, 2021 at 10.30 am The place of opening will be Central Bank of Kenya, Head Office located along Haile Selassie Avenue, Nairobi, Kenya, Mezzanine Conference Room.
2.29.1	Performance security shall be 5% of the contract amount and shall be in form of bank guarantee issued by a commercial bank registered in Kenya recognized by Central Bank of Kenya

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: Technical Evaluation on specifications
3. Stage 3: The Financial Evaluation
4. Recommendation of Award

Stage 1: Compliance with the Mandatory Requirements (MR)

The following mandatory requirements should 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 or business registration certificate	
MR 2	Submit a duly completed Confidential Business Questionnaire in the format provided in this tender document.	
MR 3	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the date of tender opening.	
MR 4	Provide Tender Security (Bid Bond) of Kshs 50,000 in the form provided in this tender document valid for 150 Days from the date of tender opening	
MR 5	Provide list of past/current projects and clients to which the company has supplied and installed similar equipment in the last 5 years .	

Bidders shall be required to meet all the Mandatory Requirements to progress to stage 2 on Technical Evaluation on specification.

Stage 2: Technical Evaluation on Specifications

Tenderers meeting the mandatory requirements in stage 1 above will be subjected to technical evaluation on specification of the key items offered.

On compliance with Technical Specifications, bidders will be required to offer equipment/items which comply with the technical specifications set out in Section VI on specifications of the tender document for the key items given in the table below. In this regard, bidders will be required to submit relevant technical brochures/technical specifications with the tender document.

Bids will be analyzed, using the technical specifications/technical brochures, to determine compliance with key technical specifications for the equipment as indicated in the table below. Bidders will be required to meet the minimum technical specification of the equipment to progressed to stage three on financial evaluation.

Schedule of Key Items to be filled by Bidders.

No.	Description	Make/Model	Country of Origin	Compliance with Specification (YES or No)
1	Fuel dispenser / Pump Station			
2	Steel Fuel Tank			
3	Fuel Filter			
4	Fuel meter			
5	Air Compressor			

Stage 3. Financial Evaluation

Tenderers meeting the technical specification in stage 2 above will have their bids subjected to financial evaluation. Financial Evaluation shall involve checking arithmetic errors and completeness of the bill of quantities.

Recommendation of Award

The lowest evaluated bidders will be recommended for consideration of award of the tender.

SECTION III: GENERAL CONDITIONS OF CONTRACT

Table of Clauses

	Page
3.1 Definitions.....	23
3.2 Application.....	23
3.3 Country of Origin.....	23
3.4 Standards.....	23
3.5 Use of Contract Documents and Information.....	23
3.6 Patent Rights.....	24
3.7 Performance Security.....	24
3.8 Inspection and Tests.....	24
3.9 Packing.....	25
3.10 Delivery and Documents.....	25
3.11 Insurance	25
3.12 Payment.....	25
3.13 Price.....	26
3.14 Assignments.....	26
3.15 Sub contracts.....	26
3.16 Termination for Default.....	26
3.17 Liquidated Damages.....	27
3.18 Resolution of Disputes.....	27
3.19 Language and law.....	27
3.20 Force Majeure	27
3.21 Notices	28

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 superseded 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 thirty (30) 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 late 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 25% 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. Liquidated Damages

3.17.1 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.

3.18. Resolution of Disputes

3.18.1 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

3.18.2 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.

3.19. Language and Law

3.19.1 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

3.20. Force Majeure

3.20.1 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.

3.21 Notices

3.21.1 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.

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

SECTION IV (A): SPECIAL CONDITIONS OF CONTRACT

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 those in the GCC.

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The works involves Supply, installation, testing, commissioning and maintenance of Fuel Station Equipment
3.1 (d)	The procuring entity is Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi
3.7	Performance security shall be 5% of the contract amount and shall be in form of bank guarantee issued by a commercial bank registered in Kenya recognized by Central Bank of Kenya
3.10	1. Delivery and installation of the shall be at Ngong Police Housing Complex in Kajiado County 2. Upon delivery and installation of the equipment, the bidder shall notify the Bank and forward the following documents to the Bank through the Project Manager: (i) Copies of the supplier invoice and delivery showing equipment description, unit price, total amount and Contract Agreement
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) There shall be no advance payment under this contract (ii) 95% payment shall be made upon certified delivery and installation of the Fuel Station Equipment. (iii) 5% shall be made after the warranty period of one year. Note: Payments will be made by the Bank, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law of competent jurisdiction in Kenya
3.19	The laws of Kenya shall apply

SECTION V: BILL OF QUANTITIES

Item	Description	Unit	Qty	Unit Cost Kes	Amount Kes
	BILL NO. 1: FUEL STATION EQUIPMENTS				
	Supply, deliver, install and commission the following appliances including pipework and all other fittings.				
A	Metal Cover: Supply and install a metal cover with frame 60 x 60 cm, the cover is steel plate 8 mm on the exterior wall for the refueling of the tanks. The cover should be placed 50 cm high and above the end point of the pipes mentioned in 4. Works include creating an opening on the wall and all necessary works to finish this item according to instructions of the supervising engineer.	No.	2		
	Fuel dispenser /Pump Station				
B	Supply and installation of two oil product station (dispenser) (suction type), Italy manufactured; Item includes carbon steel Pipe with 1.5 in 6mm thickness to connect with the tank, 2 valves, one pistols, fittings, pipe nipples, pipe nuts, pipe unions, protection box, connecting with electricity, with 2.5 mm+ 1.5 with 13 A circuit breaker in the main board and nat the site , box waterproof, include excavation in tiles/asphalt, compacted backfilling, and tiling of trench 30cm (width)x50cm(depth), PVC pipes, fittings, pipe nipples, pipe nuts, pipe unions. Including demolishing holes in concreter walls/ concreter flooring wherever required to lay down the cable, water proof switch 13 A, pumping system connection, fitting ,fire valve (high quality), filter fixing the pump with concrete foundation , and all necessary work to finish this item according to technical specification and instruction of the supervision engineer. The supplier must submit catalog for the pump station in the technical offer.	No.	2		
	Steel Fuel Tank :				
C	Supply, install, test and commissioning cylinder steel Fuel tank, the capacity is 10,000 Liter, with size 1.50 m diameter and 3.5 m length, the steel thickness shall be 6 mm min. Item includes welding, painting with three layers of rust-resistant (epoxy or equivalent), sandpapering, fittings, connecting all (in/out) pipes, valves, fittings, pipe nipples, pipe nuts, pipe unions, brass fitting adapters, base-frame with 40 cm height , connecting between the tanks with 4 in pipes, steel tank cover with 60 cm x 60 cm, opening for cleaning, ventilation hole with its pipes, and all required accessories to finish this item according to drawings, specifications, and engineer's instructions.	No.	2		
	Fuel Filter				
D	Supply, install, test and commissioning of fuel tank filter (Petrol) to remove Particles and water. Filter with 5 micron, transfer capacity is 105 liters Per Min, water repellent filtering paper with water decanting of 93 % , maximum working pressure 5 bar, 500,000 liter filtering capacity ,upper micro filter housing Aluminum , drain valve, inlet / outlet flanges or threads.	No.	2		
	TOTAL CARRIED FORWARD TO THE NEXT PAGE				

ITEM	DESCRIPTION	UNIT	QTY.	RATE	AMOUNT
	TOTAL BROUGHT FORWARD FROM PREVIOUS PAGE				
	Steel Pipes				
A	Supply, install, pressure testing galvanized steel Pipe with 65mm diameter and 5 mm thickness in order to connect between the main tank and outside. Item include painting, fixing , refilling, steel stopper at the end of the pipe (outside), valves, flanges, fittings, pipe nipples, pipe nuts, pipe unions, protection box with 8 mm thickness and all accessories to finish this item according to specifications, drawings and supervisor engineer instructions.	LM	40		
B	Ditto as above but 50mm diameter	LM	80		
	Fuel meter				
C	Supply and install content measurement system for the main tank in order to measure the fuel level , legible 5-digit LED display in the desired unit (liters, gallons etc.), item pressure fuel sensor (0-4)m, external battery, protection box, connecting with electricity, with 2.5 mm+ 1.5 with 13 A circuit breaker in the main board, include excavation in tiles/asphalt, compacted backfilling, and tiling of trench 30cm (width)x50cm(depth), PVC pipes . Including demolishing holes in concrete walls/ concrete flooring wherever required to lay down the cable, water proof switch 13A, pumping system connection, fire valve, fixing the pump with concrete foundation, and all necessary work to finish this item according to technical specification and instruction of the supervision engineer.	No.	2		
	Ladder				
D	Supply and install Vertical steel ladder for the tank as per drawings. Item includes all accessories and all civil work such as fixing on walls, as per drawings to complete the work as specifications and engineer directions.	No.	2		
	TOTAL FOR FUEL STATION EQUIPMENTS CARRIED FORWARD TO SUMMARY PAGE				

BILL NO. 2: COMPRESSED AIR SYSTEM

Item	Description	Unit	Qty	Unit Cost Kes	Amount Kes
	BILL NO. 2: COMPRESSED AIR SYSTEM				
	Supply, deliver, install and commission the following appliances including pipework and all other fittings.				
	AIR COMPRESSOR				
A	200Litre Receiver mounted air cooled compressor with a maximum working pressure of 10.0 Bars, 3-phase motor coupled to rotary screw compressor by gear train and with star delta starter. As "Atlas Copco" or approved equivalent all complete with: - Air inlet filter with housing. - High volume compressor cooling fan. - Non-return/unloading valve & Safety valve. - Pressure switch for automatic regulation - Control Panel - Automatic water drain - inlet air filter silencer - sound proof body work				
	COMPRESSED AIR PIPEWORK				
	Supply, deliver and install galvanized mild steel tubing medium grade class "C" to BS 1387 with screwed and socketed joints to BS 143 and 1256. Tenderers must allow in their pipework prices for all couplings, unions, connectors, reducers, pipe supports etc required for the satisfactory functioning of the compressed air system.				
	G.M.S PIPE	Item	1		
B	32mm piping	LM	10		
C	25mm Ditto	LM	10		
D	20mm Ditto	LM	10		
	VALVES				
E	32mm diameter diaphragm type isolating valve	No.	1		
	PEDESTAL METER				
F	Pedestal meter with 7.6m hose fitted with twin hold-on connectors (closed end). As "Presetair Deluxe" meters calibrated 0-1000KPa & 0-140psi or approved equivalent.	No.	4		
	Electrical Works				
G	Allow for wiring from motor to isolator provided by others.	Item	1		
	TOTAL FOR COMPRESSED AIR CARRIED FORWARD TO SUMMARY PAGE				

ITEM	DESCRIPTION	TENDER AMOUNT
		Kshs.
	MAIN SUMMARY	
A	Preliminaries and General Conditions Brought Forward	
	BILL No. 1: FUEL EQUIPMENT	
B	Total Brought Forward From Collection Page	
	BILL No.2: COMPRESSED AIR	
C	Total Brought Forward From Collection Page	
	Testing & Commissioning	
D	Allow for setting to work, Testing , Commissioning & Sterilize entire plumbing system to specification prior to use to the approval of the Engineer	
E	As-installed drawings Record as-installed drawings in soft & hard copy (three sets) to approval of the Engineer	
	Operations & maintenance manuals	
F	Prepare & submit draft and three final copies of operation, instruction and maintenance manuals to Engineer's approval.	
	SUB-TOTAL	
	ADD 16% V.A.T	
	TOTAL FOR FUEL STATION INSTALLATIONS	

B: Maintenance of the Installed Fuel Station Equipment

No.	Machine	Quarterly Cost	Annual Cost (Kshs.)	Total Cost in Three Years (Kshs.)
i	Maintenance of the installed Fuel Station Equipment			

Note: Maintenance will involve service of the Equipment to ensure that the installed Equipment is kept at optimal operation during the maintenance period. Bidders are required to include in their bid a proposal for maintenance service. Maintenance will commence after the one year warranty and defect liability period.

Summary of Costs to be Transferred to the Form of Tender

No.	Description	Total Cost in Kshs.
A	Total cost for Supply and Installation of Fuel Station for Proposed Ngong Police Complex for CBK	
B	Total cost for three years maintenance of the installed Fuel Station Equipment for Central Bank of Kenya.	
Grand Total Carried to Tender Form		

Note: Award of the tender will be to the lowest evaluated bidder for both supply, installation and three years maintenance of the Fuel Station Equipment

We submit our tender for the above specified equipment amounting to

KShs _____ in words: Kenya Shillings _____

1. Delivery period in Weeks _____

2. Completion period shall be _____ weeks.

3. Our tender will remain valid for _____ (Not less than 120 days) from the date of tender opening)

Signature of tenderer _____

SECTION VI: TECHNICAL SPECIFICATIONS

GENERAL MECHANICAL SPECIFICATION

1. General

This section specifies the general requirement for plant, equipment and materials forming part of the Contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

2. Quality of Materials

All plant, equipment and materials supplied as part of the Contract Works shall be new and of first class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the Contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the Contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the Contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the Contractor shall be carefully examined on receipt. Should any defects be noted, the Contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

3. Regulations and Standards

The Contract Works shall comply with the current editions of the following:

- a) The Kenya Government Regulations.
- b) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
- c) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- d) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
- e) The Local Council By-laws.

- f) The Electricity Supply Authority By-laws.
- g) Local Authority By-laws.
- h) The Kenya Building Code Regulations.
- i) Kenya Standards

4. Electrical Requirements

Plant and equipment supplied under this Contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed under the Electrical Works. All other wiring and connections to equipment shall form part of this section of the works.

The Contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Electricity Supply Company By-laws & Regulations.

All electrical plant and equipment supplied by the Contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

5. Transport and Storage

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimize the possibility of damage and to prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Contractor shall replace this equipment at his cost.

6. Site Supervision

The Contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

7. Installation

Installation of all special plant and equipment shall be carried out by the Contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 3 of this Section.

8. Testing

8.1 General

The Engineer reserves the right to inspect and test or witness all manufactured plant equipment and materials.

The right of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to Insurance companies and inspection authorities so nominated by the Engineer.

The Contractor shall give two weeks' notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections.

Six copies of all test certificates and performance curves shall be submitted as soon as possible after the completion of such tests, to the Engineer for his approval.

Plant or equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the Contractor's own risk and should the test certificate not be approved new tests may be ordered by the Engineer at the Contractor's expense.

The foregoing provisions relate to tests at manufacturer's works and as appropriate to those carried out at site.

8.2 Material Tests

All material for plant and equipment to be installed under this Contract shall be tested, unless otherwise directed, in accordance with the relevant BS Specification concerned.

For materials where no BS Specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type of the materials concerned.

The Contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards.

If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the Contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

8.3 Manufactured Plant and Equipment - Work Tests

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

Clause 8.1 shall apply where appropriate.

8.4 Pressure Testing

All pipework installations shall be pressure tested in accordance with the requirements of the various sections of this Specification.

The installations may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative and the Contractor shall give 48 hours' notice to the Engineer of his intention to carry out such tests.

Any pipework that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expense of the Contractor and the specified tests shall then be applied.

The Contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the section of the work that has been tested.

9. Colour Coding

Unless stated otherwise in the Particular Specification all pipework shall be colour coded in accordance with the latest edition of BS 1710 and to the approval of the Engineer or Architect.

10. Welding

All welding unless stated otherwise shall be arc welding.
Gas welding may be employed in certain circumstances provided that specific prior approval is obtained from the Engineer.

Welding codes and symbols shall be to BS 499.

For arc welding, welding, welders, welding processes procedures etc. shall be to BS EN 287 & BS EN 288. Materials for welding shall be grouped as per (published document of the BSI) PD CR 15608. Arc welded joints in steel shall comply with the guidelines in BS EN ISO 25817.

Welders where prior approval shall not be required shall comply with BS 4872.

Generally all welding shall comply with the requirements of BS EN 1011.

1.1 Welder's Qualifications

Any welder employed on this Contract shall have passed the trade tests as laid down by the Government. The Engineer may require to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the necessary qualifications the Engineer may instruct the Contractor to replace him by a qualified welder

- (i) Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Equipment they propose to supply.

Schedule of Key Items to be filled by Bidders.

No.	Description	Country of Origin	Make/Model	Compliance with Specification (YES or No)
1	Fuel dispenser / Pump Station			
2	Steel Fuel Tank			
3	Fuel Filter			
4	Fuel meter			
5	Air Compressor			

SECTION VII - STANDARD FORMS

Notes on the sample Forms

7.1. **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.

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

7.3 **Tender Security:** When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3

7.4 **Performance Security Form:** Should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

7.5. **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.

7.6. **Letter of Notification of Award** - Letter of Notification of Award shall not be completed by the tenderer at the time of submitting the tender. Letter of Notification of Award shall be completed after contract award and should incorporate the accepted contract price.

7.7. **FORM RB 1** - FORM RB 1 shall not be completed by the tenderer at the time of submitting the tender. The FORM RB 1 shall be used by the bidders in case of appeal.

7.8. **Declaration Form** - This form must be completed by the tenderer and submitted with the tender documents.

7.1 FORM OF TENDER

Date _____
Tender No. CBK/124/2020-2021

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, Assets Tag Labels in conformity with the said tender documents for the sum of (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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 (*Procuring entity*).

4. We agree to abide by this Tender for a period of [*number*] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. 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 you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i> Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No. Fax E mail Nature of Business Registration Certificate No. Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch
--

	Part 2 (a) – Sole Proprietor Your name in full Age Nationality Country of origin..... 1.8.1 Citizenship details																														
	Part 2 (b) Partnership Given details of partners as follows: <table border="1"> <thead> <tr> <th></th><th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.					2.					3.					4.									
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	Part 2 (c) – Registered Company Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table border="1"> <thead> <tr> <th></th><th>Name</th><th>Nationality</th><th>Citizenship Details</th><th>Shares</th></tr> </thead> <tbody> <tr> <td>1.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>2.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>3.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>4.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>5.</td><td>.....</td><td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.					2.					3.					4.					5.				
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1.																															
2.																															
3.																															
4.																															
5.																															
Date Signature of Candidate																															

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

7.3 TENDER SECURITY FORM

Whereas[name of the tenderer](hereinafter called "the tenderer")has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services](hereinafter called "the Tenderer").....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at[name of procuring entity](hereinafter called "the Bank")are bound unto.....[name of procuring entity](hereinafter called "the procuring entity") in the sum offor 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 tenderer on the Tender Form; or
2. If the tenderer, 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 tenderers;

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 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 above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

7.4 PERFORMANCE SECURITY FORM

To:

[name of the 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 services](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 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 or sums 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 or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.5 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
CENTRAL BANK OF KENYA] (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 tender hereby covenants with the Procuring entity to
provide the goods and to remedy defects therein in conformity in all respects with the
provisions of the 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 _____

7.6 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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

7.8 DECLARATION FORM

To _____ Date _____

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

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

_____ Title _____ Signature _____ Date

(To be signed by authorized representative and officially stamped)