

**CBK
PENSION
FUND**



**BOARD OF
TRUSTEES**

Harambee Avenue
P. O. Box 51065 Nairobi Kenya
Telephone 2860000

**TENDER FOR PROVISION OF EXTERNAL PAINTING AND ASSOCIATED WORKS AT
STATE HOUSE CRESCENT APARTMENTS IN KILIMANI NAIROBI**

TENDER NO. CBKPF/007/2020-2021

CLOSING DATE: 21st May, 2021 AT 10.30 A.M

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
Guidelines in preparation of Tenders	4
SECTION II INSTRUCTIONS TO TENDERERS.....	6
Appendix to Instructions to Tenderers	16
SECTION III GENERAL CONDITIONS OF CONTRACT.....	20
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	27
SECTION V SCHEDULE OF REQUIREMENTS/PRICES.....	28
SECTION VI TECHNICAL REQUIREMENTS.....	32
SECTION VII STANDARD FORMS.....	37
7.1 FORM OF TENDER.....	38
7.2 CONTRACT FORM.....	39
7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS....	40
7.4 FORM OF TENDER SECURITY.....	43
7.5 PERFORMANCE SECURITY FORM.....	44
7.6 LETTER OF AWARD.....	45
7.7 FORM RB1.....	46
7.8 DECLARATION FORM.....	47
7.9 SITE VISIT FORM	48

SECTION I: INVITATION TO TENDER

1. The CBK Pension Fund invites sealed tenders from eligible and approved contractor to provide services of external painting and associated works at State House Crescent Apartments in Kilimani, Nairobi **Tender Number CBKPF/007/2020-2021**.
2. Further information as pertains to this tender may be obtained during working hours between 9:00 am and 5:00pm through the **Pensions Administrator, CBK Pension Fund** Tel: +254 20 2861200/2860000, Ground Floor, **Motor Gallery opposite Agip House along Haile Selassie Avenue, Nairobi**, Email: supplies@centralbank.go.ke
3. A complete set of tender documents containing detailed information may be obtained from **CBK Pension Fund Secretariat offices** on the Ground floor Motor Gallery opposite Agip House **along Haile Selassie Avenue**, upon payment of Non-refundable fee of Kshs.1000 in cash or Bankers Cheque payable to CBK Pension Fund OR downloaded free of charge from PPIP website www.tenders.go.ke OR Central Bank of Kenya website: www.centralbank.go.ke.
4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
5. A Mandatory **Pre-bid meeting** is on **Friday, 14th May, 2021** at State House Crescent Apartments Nairobi from **11am**. **The contact person is the Property Engineer, CBK Pension Fund**
6. Tenders must be accompanied by a Valid Tender Security of Kshs. **100,000.00 valid for 150 days**. Failure to attach the Tender Security will lead to automatic rejection of the proposal.
7. Completed Tender Documents in plain sealed envelopes marked with the tender number and title should be deposited in the **Blue Tender Box** located **at the main entrance to the CBK Pension Secretariat offices located on the ground floor Motor Gallery oppose Agip House along Haile Selassie Avenue before 21st May, 2021 at 10.30am**. Late bids will not be accepted and will be returned unopened.
8. Tenders will be opened immediately thereafter, i.e. **21st May, 2021 at 10.30am** in the presence of the tenderers representatives who may choose to attend the opening at the CBK Pension Fund Board Room located on the Ground floor of the Motor Gallery opposite Agip House along Haile Selassie Avenue.

**PENSIONS ADMINISTRATOR,
CBK PENSION FUND.**

GUIDELINS IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to this 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 Forming the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes; Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and section III – General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Copy of the company’s current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA).	
4	Provide certified copy of ORIGINAL Certified Copy of ORIGINAL Letter of Authorization by manufacturer relevant to this tender.	
5	Financial proposal containing priced schedules in Kenya shillings	Prices quoted to be inclusive of taxes
6	Duly filled and signed Form of Tender in the format provided in the tender document	
7	Tender Security of Kshs. 100,000 valid for 150 days	
8	Valid Certificate of Registration with the National Construction Authority - Category 3	
9	Audited Accounts for Years 2017, 2018 and 2019 signed and Stamped	
10	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document.	
11	Site Inspection Certificate duly signed by Authorised Representative of the Fund.	
12	Copy of Company profile. This should include testimonials of technical personnel, list of similar contracts done previously with supporting documents e.g. LPOs and Contracts.	
13	Duly filled and signed declaration form in the form- attached	
14	TENDER DOCUMENT TO BE SERIALIZED FROM PAGE ONE UPTO THE LAST INCLUDING ATTACHMENTS/APPENDIXES	

SECTION II: INSTRUCTIONS TO TENDERERS

Table of Clauses	Page
2.1 Eligible tenderers.....	6
2.2 Eligible goods.....	6
2.3 Cost of tendering.....	6
2.4 Site Visit	6
2.5 Contents of Tender document.....	7
2.6 Clarification of documents.....	7
2.7 Amendment of documents.....	8
2.8 Language of tender	8
2.9 Documents comprising the tender.....	8
2.10 Tender forms.....	8
2.11 Tender prices.....	8
2.12 Tender currencies.....	9
2.13 Tenderers eligibility and qualifications.....	9
2.14 Goods' eligibility and conformity to tender document...	9
2.15 Tender security.....	10
2.16 Validity of tenders.....	11
2.17 Format and signing of tenders.....	11
2.18 Sealing and marking of tenders.....	11
2.19 Deadline for submission of tender	12
2.20 Modification and withdrawal of tenders.....	12
2.21 Opening of tenders.....	12
2.22 Clarification of tenders.....	13
2.23 Preliminary examination.....	13
2.24 Conversion to single currency.....	13
2.25 Evaluation and comparison of tenders.....	14
2.26 Preference	14
2.27 Contacting the procuring entity.....	14
2.28 Award of contract.....	14
Post qualification.....	14
Award criteria.....	14
Procuring entity's right to vary quantities.....	15
Procuring entity's right to accept or reject any or all tenders	15
2.29 Notification of award.....	15
2.30 Signing of contract.....	15
2.31 Performance security.....	15
2.32 Corrupt or fraudulent practices.....	16

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 Invitation to Tender. Successful tenderers shall complete the supply of goods, services and works by the intended completion date specified in the Schedule of Requirements Section V.

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.

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 shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods, services and works under the contract arising from this tender shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or 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 goods is distinct from the nationality of the tenderer.

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 be Kshs. 1,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set pre-qualification criteria shall be prequalified.

2.4 Site Visit

2.4.1 The tenderer is advised to visit and examine the site and its surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing the tender and entering into contract. The cost of visiting the Site shall be the tenderer's responsibility.

- 2.4.2 The tenderer and any of his personnel or agents will be granted permission to enter the premises and land for inspection purposes but only upon the express condition that the tenderer, his personnel or agents will release and indemnify the Procuring Entity from and against all liability in respect of and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any loss, damage, costs, and expenses however caused which but for the exercise of such permission, would not have arisen.
- 2.4.3 A mandatory site visit shall be held on **14th May, 2021 from 11am** in statehouse crescent apartments along statehouse road, Nairobi A representative of the Procuring Entity will be available to meet all intending tenderers at the site.
- 2.4.4 Each tenderer shall complete the certificate of tender visit to the site whether he visits site at the organised site visit or by himself at some other time a copy of which form one of the mandatory requirements(MR) for the tender.

2.5. The Tender Document

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

- Invitation to Tender
- Instructions to tenderers
- General Conditions of Contract
- Special Conditions of Contract
- Schedule of requirements
- Tender Form and Price Schedules
- Tender Security Form
- Contract Form
- Performance Security Form
- Confidential Business Questionnaire
- Contractors registration with National Construction Authority
- Contractors registration with Energy Regulatory Commission

2.5.2 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.

2.6 Clarification of Tender Documents

2.6.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the Procuring Entity's address indicated in the Invitation to Tender. 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 Entity's 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.

2.6.2 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.

2.7 Amendment of Tender Documents

2.7.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents through an addendum.

2.7.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing, addendum or by post which will then form part of this tender documents and will be binding on them.

2.7.3 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.

2.8 Language of Tender

2.8.1 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. 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.

2.9 Documents Comprising of Tender

2.9.1 The tender prepared by the tenderers shall comprise the following components

- A Tender Form accompanying appendices the priced Bill of Quantities, tender forms and a Price Schedule completed in accordance with paragraph 2.10 and 2.11 below
- Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- Tender security furnished in accordance with paragraph 2.15

2.10 Tender Forms

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

2.11 Tender Prices

2.11.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract. The prices will be for each item on Bill of quantities whether quantities are stated or not. Items against which no price is entered by the tenderer will be deemed to have been covered in the overall cost of the contract.

2.11.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the Procuring Entity.

2.11.3 Prices quoted by the tenderer shall be fixed during the Tenderers performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected pursuant to paragraph 2.23.

2.11.4 The validity period of the tender shall be **120 days** from the date of opening of the tender.

2.11.5 Each price entered inserted in the Bill of Quantities should be a realistic estimate for completing the activity or activities described under the particular item and the tenderer is advised against inserting a price against this instruction.

2.12 Tender Currencies

2.12.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.13 Tenderers Eligibility and Qualifications

2.13.1 Pursuant to paragraph 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.13.2 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

2.13.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring Entity's satisfaction;

- (i) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (ii) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (iii) 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.

2.14 Goods Eligibility and Conformity to Tender Documents

2.14.1 Pursuant to 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 goods which the tenderer proposes to supply under the contract.

2.14.2 The documentary evidence of the eligibility of the tenderer shall consist of a 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.

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

- (i) A detailed description of the essential technical and performance characteristic of the goods;
- (ii) 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 goods for a period of two (2) years, following commencement of the use of the goods by the Procuring Entity; and
- (iii) A clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.14.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.14.3(iii) 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.

2.15 Tender Security

2.15.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.15.2 The tender security is required to protect the Procuring Entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.15.7.

2.15.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring Entity and valid for thirty (30) days beyond the validity of the tender.

2.15.4 Any tender not secured in accordance with paragraph 2.15.1 and 2.15.3 will be rejected by the Procuring Entity as non-responsive, pursuant to paragraph 2.23

2.15.5 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.

2.15.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.30 and furnishing the performance security, pursuant to paragraph 2.31

2.15.7 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity on the Tender document; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - i. To sign the contract in accordance with paragraph 2.30 or
 - ii. To furnish performance security in accordance with paragraph 2.31

2.16 Validity of Tenders

2.16.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.19. A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

2.16.2 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 2.15 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.

2.17 Format and Signing of Tender

2.17.1 The Procuring Entity shall prepare two (2) copies of this tender, clearly marking one as "ORIGINAL TENDER" and the other "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.17.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.17.3 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.

2.18 Sealing and Marking of Tenders

2.18.1 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.

2.18.2 The inner and outer envelopes shall:

- i. Be addressed to the Procuring Entity at the address given in the Invitation to Tender:
- ii. Bear, tender number and name in the Invitation for Tenders and the words, "**DO NOT OPEN BEFORE UNLESS BY THE TENDER OPENING COMMITTEE**".

2.18.3 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".

2.18.4 If the outer envelope is not sealed and marked as required by paragraph 2.18.2, the Procuring Entity will assume no responsibility for the tender's misplacement or pre-mature opening.

2.19 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring Entity at the address specified under Invitation to the Tender.

2.19.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.7, 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.

2.20 Modification and Withdrawal of Tenders

2.20.1 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.

2.20.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.18. A withdrawal notice may also be sent by E-mail or fax but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

2.20.3 No tender may be modified after the deadline for submission of tenders.

2.20.4 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 2.15.7

2.20.5 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.21 Opening of Tenders

2.21.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend, and in the location specified in the Invitation to Tender.

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

2.21.2 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.

2.21.3 The Procuring Entity will prepare minutes of the tender opening.

2.22 Clarification of Tenders

2.22.1 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.

2.22.2 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.

2.23 Preliminary Examination

2.23.1 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.

2.23.2 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 quantify, 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 forfeited. If there is a discrepancy between words and figures the amount in words will prevail.

2.23.3 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.

2.23.4 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.

2.23.5 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.

2.24 Conversion to Single Currency

2.24.1 Where other currencies are used, the Procuring Entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.25 Evaluation and Comparison of Tenders

2.25.1 The Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.23

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

2.25.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.26 Preference

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

2.27 Contacting the Procuring Entity

2.27.1 Subject to paragraph 2.6, 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.

2.27.2 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.

2.28 Award of Contract

(a) Post-qualification

2.28.1 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.

2.28.2 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 2.13.3 as well as such other information as the Procuring Entity deems necessary and appropriate.

2.28.3 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

2.28.4 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.

(c) **Procuring Entity's Right to Vary quantities**

2.28.5 The Procuring Entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring Entity's Right to Accept or Reject any or all Tenders**

2.28.6 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 tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring Entity's action

2.29 Notification of Award

2.29.1 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.

2.29.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties.

2.29.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.31, the Procuring Entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.15.

2.30 Signing of Contract

2.30.1 At the same time as the Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.30.2 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.

2.30.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring Entity.

2.31 Performance Security

2.31.1 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.

2.31.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 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.

2.33 Corrupt or Fraudulent Practices

2.32.1 The Procuring Entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

2.32.2 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.

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

Appendix to Instructions to Tenderers

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

Instructions to tenderers	Particulars of appendix to Instructions to Tenderers
2.1.1	Eligible Tenderers shall be established firms that are building contractors approved by all relevant bodies in Kenya
2.6.1	Clarification may be sought up to 4 days before deadline for submission of tenders.
2.5	The tender prepared by the tenderer shall comprise in addition to documents specified under clause 2.5 all other documents described in clause 2.14.1 except form specified in this tender document and any other document required in determining qualification of the tenderer in view of the evaluation criteria below.
2.11.2	Price quoted shall be quoted in Kenya Shillings and inclusive of VAT and all other taxes payable
2.13.1	Proof of eligibility and qualifications documents of evidence required (See qualification criteria below).

2.15.2	Tenders must be accompanied by a Tender Security of Kshs. 100,000.00 valid for 150 days. Failure to attach the Tender Security will lead to automatic rejection of the proposal
2.16.1	The validity period of the Tender shall be 120 days from the closing date of Tenders.
2.17.1	Bidders to submit one (1) original and one (1) copy of the tender document.
1.18.1	Closing date of the Tender shall be <u>21st May, 2021 at 10.30am</u>
2.21.2	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.

2.27 Evaluation criteria

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

Stage 1: Compliance with Mandatory Requirements

Stage 2: Technical Evaluation

Stage 3: Financial Evaluation

Stage 4: Recommendations

Stage 1: MANDATORY REQUIREMENTS (MR)

The following mandatory requirements must be met notwithstanding other requirements in the document

	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation	
MR 2	Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) Valid at least up to the date of tender opening.	
MR 3	Submit a completed company's profile using the Confidential Business Questionnaire provided in this tender document signed and stamped.	
MR 4	Provide certificate with the National Construction Authority – NCA 3 and above	
MR 7	Tenderers must submit with tender a valid Bid Bond of Kshs.100,000.00 (Shillings One Hundred Thousand)	
MR 8	Provide copies of the Audited Financial Accounts of the company for the accounting years 2017, 2018 and 2019 Signed and Stamped by the Directors and Auditors.	
MR 9	Provide a pre-bid site visit certificate signed and stamped by the Funds site representative.	

Tenderers must meet all the mandatory requirements to proceed to Technical evaluation

Stage 2: TECHNICAL EVALUATION CRITERIA

NO.	EVALUATION ATTRIBUTE	MAX. SCORE %	POINTS SCORED
T1.	Number of Years in the Business construction and associated works. (1 mark for Each year up to a maximum of 10 years)	10	
T2	KEY PERSONNEL Director of the Firm a) Holder of degree or diploma in relevant engineering field.....5 b) Holder of certificate in relevant engineering field.....3 c) Holder of trade test certificate in relevant engineering field.....2 d) No relevant certificate.....1	5	
	At least 1No. Degree/Diploma holder of key personnel in relevant engineering field. a) With over 10 years relevant experience5 b) With over 5 years relevant experience3 c) With under 5 years relevant experience1	5	
	At least 2No. Certificate holder of key personnel in relevant engineering field. a) With over 10 years relevant experience5 b) With over 5 years relevant experience2 c) With under 5 years relevant experience1	5	
	At least 2No. Artisans (Trade Test Certificate holder) in relevant engineering field. a) With over 10 years relevant experience5 b) With under 10 years relevant experience3 c) No artisan with relevant experience1	5	
T3	Evidence of having completed similar project in the last 5 years (Max. 5No. projects. Attach evidence). To score, the bidder Must attach a signoff Certificate or a signed letter by the Client(s) confirming successful project completion for each reference site.) (3 marks for each completed project) a) Projects of similar nature, magnitude and complexity15 b) Projects of similar nature but of lower value than the one in consideration10 c) No project of similar nature.....0	15	

T4	<p>Schedule of Contractor's equipment (Attach proof of ownership, lease or hire)</p> <p>a) Means of transport (vehicles)5</p> <p>b) No means of transport.....0</p> <p>c) Has relevant equipment for the work being tendered.....5</p> <p>d) Has no relevant equipment for the work being tendered.....0</p>	10	
T5	<p>FINANCIAL REPORT</p> <p>Audited Financial report for the last 3 years (2017, 2018 and 2019).</p> <p>a) Average annual turn-over equal to or greater than the tender amount15</p> <p>b) Average annual turn-over above 50% but below 100% of the tender amount10</p> <p>c) Annual turnover below 50% the Tender Amount.....5</p>	15	
T6	<p>FINANCIAL STABILITY</p> <p>a) Profitability Margin</p> <p>A margin above 30% will score..... 5 marks;</p> <p>10-29 %..... 3 marks</p> <p>and below 10%0</p> <p>b) Liquidity Ratio</p> <p>2:1 - 5 marks;</p> <p>1:1 -3 marks;</p> <p>less than 1:1 0</p>	5 5	
T7	<p>Name, address and Telephone of banks (Contractor to provide)</p> <p>a) Provided.....5</p> <p>b) Not provided.....0</p>	5	
T8.	<p>Litigation History</p> <p>a) Provided5</p> <p>b) Not provided.....0</p>	5	
T9	<p>Provide evidence of valid insurance covers as follows:</p> <p>Professional Indemnity above Ksh. 15Million.....3</p> <p>Workman Compensation Above Ksh. 2Million.....3</p> <p>Third Party (Public Liability) Above Ksh. 2Million ...4</p> <p>Covers below above threshold – no score</p>	10	
	TOTAL	100	

Note:

*Monthly Cash Flow = Tender Sum/Contract Period

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

Current Ratio = $\frac{\text{Current Assets}}{\text{Current Liabilities}}$

EBIT = Earnings Before Interest and Taxes

STAGE 3: FINANCIAL EVALUATION

Bidders who **score 75%** and above in the technical evaluation stage will be progressed to the Financial Evaluation stage.

STAGE 4: RECOMMENADTION

The lowest evaluated bid will be recommended for award of the **tender for provision of external painting and associated works at state house crescent apartments in Kilimani, Nairobi** tender number CBKPF/007/2020-2021

SECTION III: GENERAL CONDITIONS OF CONTRACT

<u>Table of Clauses</u>	Page
3.1 Definitions.....	20
3.2 Application.....	21
3.3 Country of Origin.....	21
3.4 Standards.....	21
3.5 Use of Contract documents and information.....	21
3.6 Patent Rights.....	22
3.7 Performance security.....	22
3.8 Inspection and Tests.....	22
3.9 Packing.....	23
3.10 Delivery and documents.....	23
3.11 Insurance	23
3.12 Payment.....	23
3.13 Price.....	23
3.14 Assignments.....	23
3.15 Sub contracts.....	24
3.16 Termination for default.....	25
3.17 Liquidated damages.....	25
3.18 Resolution of Disputes.....	25
3.19 Language and law.....	26
3.20 Force Majeure.....	27

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 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 Procuring Entities Representative.

“The Contract” means the agreement entered into by the Procuring Entity 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 Procuring Entity.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Procuring Entity.

“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 procuring entities Representative upon correction of all identified 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 Procuring Entities Representative for the execution of the Contract.

“Procuring Entity” includes Central Bank of Kenya, or CBK Pension Fund and is the party who employs the Contractor to carry out 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.

“Procuring Entities Representative” is the person appointed by the Procuring Entity 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 contractor” is a person or corporate body who has a Contract with the Procuring Entity 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 handover after completion to the Procuring Entity.

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 and installations in this tender.

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.

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 tenderer 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 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 bank guarantee, or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring Entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring Entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

3.8 Inspection and Tests

3.8.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the goods 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 or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

3.8.3 Should any inspected or tested goods 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 goods after the Goods' arrival 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 Packaging

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

3.9.2 The packaging, 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 Goods 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 Goods 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 goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14 Assignment

3.14.1 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 Extension of Completion Date

3.16.1 The Procuring Entity May extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Procuring Entity shall decide whether and by how much to extend the Completion Date.

3.16.2 For the purposes of this Clause, the following occurrences shall be valid for consideration during extension of completion date: -

- 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 Procuring Entity's representative's instructions issued under these Conditions, or
- e) Reason of the contractor not having received in due time necessary instructions, drawings, or authorization from the Procuring Entities Representative for which he specifically applied for 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 Procuring Entity in executing work forming part of this Contract, or
- g) Reason of delay by statutory bodies or other services providers or similar bodies engaged directly by the Procuring Entity, 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 Procuring Entities Representative, or
- j) Reason of delay caused by the late supply of goods or materials or in executing Work for which Procuring entity 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.

3.17 Management meetings

A contract management meeting shall be held regularly and attended by the Procuring entity's representative and the contractor aimed at reviewing the plans for the remaining works.

Communication between parties shall be effective only when in writing

3.18 Bill of Quantities

3.18.1 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.

3.18.2 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.

3.19 Termination for default

3.19.1 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;

- (i) If the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Entity.
- (ii) If the tenderer fails to perform any other obligation(s) under the Contract.
- (iii) 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 goods.

3.20 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods 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.

3.21 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 adjudication in an agreed national or international forum, and/or international arbitration.

3.22 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 stated.

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The project to be undertaken is tender for provision of external painting and associated works at State House Crescent apartments in Kilimani, Nairobi
3.1 (d)	The Procuring Entity is The CBK Pension Fund
3.7.1	A performance bond of 5% should be provided by the successful bidder.
3.7	The supervisor of the service under the contract is the Property Engineer of the CBK Pension Fund.
3.12	Payment to the successful bidder shall be made Immediately after successful completion on the basis of an invoice and signed completion certificate for the equipment/devices successfully delivered, installed and successfully commissioned. The certificate of completion shall contain details of equipment, devices delivered, implanted and services rendered while invoices shall be for the value of all the above in accordance with the contract signed with the successful bidder. The certificate shall be signed by the Scheme's representative before being forwarded for payment processing. Payment shall be made to the vendor/service provider within one month following the receipt of the invoice and signed certificate by the Scheme's representative.
3.9	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the CBK Pension Fund in writing.
3.14	The defects liability period shall be 6 months from project completion date.
3.17	The laws of Kenya shall apply

3.18	The address to be used for purposes of notices will be: The Pensions Administrator, CBK Pension Fund, P. O. Box 60000 – 00200, Nairobi. Email: supplies@centralbank.go.ke
General conditions of contract reference	Special conditions of contract
i	Fixed Price Contract: The contract will be a fixed price contract and no variations will be permitted unless reasonably justified and agreed between the parties. This is allowable after 12 months of the contract date.
ii	Contract Period: The contract period will commence immediately after execution.
iii	Service Provision: The Tenderer shall compile the schedule of the service provision with a Service Level Agreement (SLA) indicating levels of service provision and second level escalation procedures.
iv	Service time: During contract period, the Supplier shall be required to make good all defects, provide the required support at their cost on a comprehensive basis.
v	The Vendor will be required to maintain a high standard of performance during contract execution.
vi	In the event of non-performance of the vendor, the Scheme will give the vendor a one-month notice giving details of the shortcomings that the contractor is expected to rectify. If the vendor fails to show improvement in his/her performance during the one-month notice, then the Scheme will terminate the contract and call up the Bank Guarantee provided by the vendor.

SECTION V: PRICED BILL OF QUANTITIES

SCHEDULE OF REQUIREMENTS AND PRICING FOR PROVISION OF EXTERNAL PAINTING AND ASSOCIATED WORKS AT STATE HOUSE CRESCENT APARTMENTS IN KILIMANI NAIROBI; TENDER NO CBKPF/007/2020/2021.

Notes for preparing Bills of Quantities

5.1 The objectives of the Bills of Quantities are;

- (a) To provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and

- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

5.2 The Bills of Quantities should be divided generally into the following sections:

5.2.1 Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

5.2.2 Work Items

- (i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- (ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iii) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

- (iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

5.3 Day work Schedule

A Day work Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Procuring Entity of the realism of rates quoted by the tenderers, the Day work Schedule should normally comprise:

- (i) A list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer together with a statement of the condition under which the Contractor will be paid for Work executed on a Day work basis; and
- (ii) A percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

5.4 Provisional Quantities and Sums

Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

- i. Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

5.5 Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Day work, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

Item No		Unit	Quantity	Rate	Amount
	<p>PRELIMINARIES</p> <p>PARTICULAR MATTERS</p> <p>PARTIES</p> <p>The Employer is:</p> <p style="text-align: center;">CBK PENSION FUND, P.O.BOX 51065-00200, NAIROBI.</p> <p>LOCATION OF SITE</p> <p>A The site of the proposed works is on LR NO. 209/4207 along State House Crescent, Nairobi.</p> <p>The Contractor shall be deemed to have visited the site and satisfied himself as to:-</p> <ul style="list-style-type: none"> a) The nature and position of the site b) The amount of the rubbish or debris to be cleared away before commencement c) The nature, current usage, proximity and size of adjoining property and building <p>No claim will be allowed for travelling or other expenses which may be incurred by the Contractor in visiting the site or preparing the tender for the works.</p> <p>SCOPE OF CONTRACT AND DESCRIPTION OF THE WORKS</p> <p>B The proposed works comprise of external paint works, wire brushing and making good defects to roofs, external works and associated works.</p> <p>LABOUR CAMPS</p> <p>C The contractor shall not be allowed nor permitted to house labour on site.</p> <p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 1 PARTICULAR MATTERS</p>				
			Item		
			Item		
			Item		
				KSh	

	Brought Forward			KSh		
	WATCHING AND LIGHTING					
A	The Contractor shall provide at his own risk and cost all watching as necessary to safeguard the works, plants and materials against damage and theft.		Item			
	DOWNTAKINGS					
B	All materials arising from demolitions and downtakings are deemed to be the property of the employer. No claim will be entertained on account of employer excising this right to retain the materials.		Item			
	TENDER DOCUMENTS					
C	The tender documents consist of the following:					
	a) Signature page and notes					
	b) Instructions to tenderers					
	c) Form of tender					
	d) Form of surety undertaking					
	e) Preliminaries					
	f) Specifications					
	g) Bills of quantities					
	CONTRACT DOCUMENTS					
	The Contract Documents for use in the carrying out of works shall be the following:					
	The Agreement and Conditions of Contract for Building Works 1999 edition					
	Contract Bills of Quantities or Schedule of Rates as applicable					
	Specifications as separately supplied or as contained in the contract bills					
	Carried Forward			KSh		
	Section No. 1 PRELIMINARIES Bill No. 1 PARTICULAR MATTERS					

Item No		Unit	Quantity	Rate	Amount
	PRELIMINARIES				
	GENERAL MATTERS				
	SUFFICIENCY OF TENDER				
A	The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bills of Quantities. Rates and prices quoted shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.		Item		
	DEFINITIONS AND ABBREVIATIONS				
B	Abbreviations used in the Bills of Quantities shall be interpreted as follows:-		Item		
C	"Approved" shall mean: approved by the Fund				
	"as described" shall mean: as described in the Section (Specifications)				
	"as directed" shall mean: as directed by the Fund				
	"B.S." shall mean: the British Standards Institution,				
	KBS shall mean: The Kenya Bureau of Standards Specification		Item		
	Carried Forward			KSh	
	Section No. 1 PRELIMINARIES Bill No. 2 GENERAL MATTERS				

	Brought Forward			KSh		
	MATERIALS, TOOLS, PLANT AND SCAFFOLDINGS					
A	<p>All materials and workmanship used in the execution of the works shall be of the best quality and description. Any materials for the works condemned by the Fund shall immediately be removed from the site at the Contractor's expense.</p> <p>The contractor shall be responsible for the provision of all materials, scaffolding, tools, plant, transport and workmen required for the works.</p> <p>No timber used for scaffolding, formwork or similar purpose shall be used afterwards in the permanent works.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the contract and shall be required as may be necessary to comply with any amendments in or additions to such regulations</p>		Item			
	LOCAL REGULATIONS AND BY-LAWS					
B	<p>The contractor is to comply with all local regulations and by-laws of the Local Authority including serving notices and paying of fees.</p> <p>In addition to complying with the Factories Act (Cap 514) and the Factories Amendment Act (1990), the contractor shall comply in all aspects with the above mentioned rules.</p> <p>The contractor will be held responsible for serving on the Chief Inspector of Factories a written notice not later than seven days after the beginning of the building operations included in this contract stating the particulars required. The above rules are published in the Legal Notice 1179 of June 11 1978 and Kenya Gazette Supplement No. 18 (Legislative Supplement No. 13) dated 5th April 1984 respectively</p>		Item			
	Carried Forward			KSh		
	<p>Section No. 1 PRELIMINARIES Bill No. 2 GENERAL MATTERS</p>					

	Brought Forward			KSh		
	SUPERVISION					
A	The said works shall be executed under the direction and to the entire satisfaction of the Fund and clerk of works who shall have the Fund's specifically delegated authority and shall at all times have access to the works, to the yards and workshops of the contractor or other places where goods are being prepared for the renovation works.		Item			
	TRANSPORT TO AND FROM THE SITE					
B	The contractor shall include in his prices for the transport of materials, workmen etc to and from the site of the proposed works at such hours and by such routes as are permitted by the Authorities.		Item			
	FAIR WAGES					
C	The contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than the minimum conditions of employment applicable in the district in which the work is carried out.					
	The contractor is to comply with the Regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council.					
	Should a claim be made to the Fund alleging the Contractor's default in payment of Fair Wages to any workman employed on the contract and if proof thereof satisfactory to the Fund, may failing payment by the contractor, pay the claim out of any monies due or which may become due to the contractor under this contract.					
	The Contractor is to furnish to the Fund, if called upon to do so, such particulars of the rates of wages, hours and conditions of labour referred to above as the Fund may direct		Item			
	Carried Forward			KSh		
	Section No. 1 PRELIMINARIES Bill No. 2 GENERAL MATTERS					

	Brought Forward			KSh		
	SECURITY OF WORKS					
A	The contractor shall be entirely responsible and shall pay security of all works, stores, materials, plant, personnel etc. IN PARTICULAR THE CONTRACTOR'S ATTENTION IS DRAWN TO THE FACT THAT OPERATIONS IN THE BUILDING/PREMISE SHALL NOT BE INTERFERED WITH, FURTHERMORE CONSTRUCTION PROCESS SHALL NOT EXPOSE THE PREMISE TO ANY THREAT OF ILLEGAL ENTRY OR EXIT, AND THE CONTRACTOR MUST FAMILIARISE HIMSELF OR HERSELF WITH THE SECURITY REQUIREMENTS. WHERE NECESSARY HE SHALL WORK IN STAGES UPON APPROVAL BY THE FUND.		Item			
	PUBLIC, PRIVATE ROADS AND PAVEMENTS ETC					
B	The contractor will be required to make good at his own expense any damages he may cause to the present approach road surfaces during the period of the works		Item			
	AREA TO BE OCCUPIED BY CONTRACTOR					
C	The area of the site which may be occupied by the contractor for use as storage shall be defined on the site by the Fund. ATTENTION IS BROUGHT TO THE CONTRACTORS THAT NORMAL OPERATIONS IN THE BUILDING/ PREMISES SHALL CONTINUE UNINTERRUPTED.		Item			
	Carried Forward			KSh		
	Section No. 1 PRELIMINARIES Bill No. 2 GENERAL MATTERS					

	<p style="text-align: right;">Brought Forward</p> <p>PROGRESS SCHEDULE</p> <p>A Immediately after signing the contract the contractor is to prepare a Time Progress Chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the contract. The chart will show in detail the construction time and order in which each section of the work is to be carried out and be sub-divided into trades and tasks.</p> <p>At the end of each week the contractor is to mark on the chart in a different colour the actual time taken to complete the respective stages and sections of the work. The contractor shall obtain the Fund's approval on the chart.</p> <p>If at any time it should appear to the Fund that the actual progress of the works does not conform to the approved programme progress schedule the contractor shall produce at the request of the Fund a revised programme showing the modifications and accelerations to the approved programme necessary to ensure completion of the works within the agreed contract period.</p> <p>The approval by the Fund of such revisions and accelerations shall not entitle the Contractor to any extra payment or extension of time and shall not relieve the contractor of any duties or obligations or responsibilities under the contract</p> <p>OVERTIME</p> <p>B The contractor shall be responsible for any extra costs for overtime working he considers will be necessary in order to complete the works within the contract period or time for completion.</p>			KSh		
	<p style="text-align: right;">Carried Forward</p> <p>Section No. 1 PRELIMINARIES Bill No. 2 GENERAL MATTERS</p>			KSh		

	Brought Forward				KSh	
	WATER					
	A	<p>The contractor shall provide at his own risk and cost all water for use in connection with the works, make arrangements with the local authority for the installation of a seperate meter for all water used by him throughout the contract and pay all costs and fees in connection therewith. He shall also provide temporary storage tanks and tubing etc as he may consider necessary and clear away at completion.</p> <p>All water shall be fresh, clean and pure, free from earthly vegetable or organic matter, acid or alkaline substance in solution or suspension.</p>		Item		
	LIGHTING AND POWER					
	B	<p>The contractor shall provide at his own risk and cost all temporary artificial lighting and power for use on the works and including all temporary connections, wiring, fittings etc and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p>		Item		
	TEMPORARY WORKS					
	TEMPORARY BUILDINGS					
	C	<p>The contractor shall not be allowed to erect temporary structures on site and no worker is allowed to reside at statehouse crescent site throughout the duration of the contract.</p>		Item		
	Carried Forward				KSh	
	Section No. 1 PRELIMINARIES Bill No. 2 GENERAL MATTERS					

	Brought Forward			KSh		
	PROTECTION OF THE WORK					
A	<p>The Contractor shall cover up and protect all finished work liable to damage including provision of temporary roof, gutters, drains etc until the completion of the works.</p> <p>In the event of any damages occurring to the works, materials, sewers, drains, gullies, paths or other works on site in temporary possession of the contractor for the purpose of this contract either from weather, want of proper protection, defects, or insufficiency of the works or any other causes or whatsoever during the progress of the works, the contractor shall be responsible and without extra charge, make good all damage and pay all costs which may be levied.</p>		Item			
	PREVENTION OF NUISANCE					
B	<p>The works shall be under the entire care and control of the contractor during the whole period of the contract and shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of the statehouse crescent apartments, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.</p>		Item			
	REMOVAL OF PLANT AND RUBBISH ETC					
C	<p>The Contractor shall upon completion of the works remove and clear away all temporary buildings, plant, rubbish and unused materials, and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Fund. He shall also remove all rubbish and dirt from the site at weekly intervals or as directed by the Fund's representative.</p> <p>Particular care shall be taken in leaving windows, floors and fittings clean and the removal of all paint and cement stains therefrom.</p>		Item			
	Carried Forward to Summary of Section No. 1			KSh		
	Section No. 1					
	PRELIMINARIES					
	Bill No. 2					
	GENERAL MATTERS					

[illegible]

[illegible]

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	INTERNAL WALL FINISHES PAINTING AND DECORATING One coat crown 'solo'; two coats crown 'solo' or other equal and approved pure satin emulsion; approved colour; applied in accordance with manufacturer's printed instruction Wood floated rendered surfaces					
A	Walls; vertical; external existing surfaces to match existing	m2	309			
	Carried Forward to Summary of Section No. 2 Section No. 2 BLOCK A Bill No. 4 INTERNAL WALL FINISHES			KSh		

Item No		Unit	Quantity	Rate	Amount
	ROOF FINISHES				
	SANDING				
	Prepare and sand down timber surfaces to receive paint				
A	T & G eaves	m2	106		
	PAINTING AND DECORATING				
	Three coats two - pack clear polyurethane varnish ; to crown paints or equal and approved				
B	Sanded surfaces	m2	106		
	One undercoat; two coats crown silicon external paint or other equal and approved external quality paint.				
	Wrot hardwood boards				
C	Fascia; external	m	266		
	Galvanized steel				
D	1Gutters; external	m	139		
	UPVC pipes				
E	Down pipes; external	m	386		
	Roof light				
F	Paint mild steel frame and clean perspex roof covering approx 3750mm x 1200mm wide		Item		
	Carried Forward to Summary of Section No. 2			KSh	
	Section No. 2 BLOCK A Bill No. 5 ROOF FINISHES				

Item No		Unit	Quantity	Rate	Amount
	BLOCK B				
	STAIRCASE FINISHES				
	PAINTING AND DECORATING				
	One coat crown 'solo'; two coats crown 'solo' or other equal and approved pure satin emulsion; approved colour; applied in accordance with manufacturer's printed instruction				
	To steel trowelled plastered surfaces				
	Soffits of stairs; sloping Over				
A	300mm girth; internal Soffits of landing; horizontal Over	m2	59		
B	300mm girth; internal To open strings of staircases	m2	28		
C	Girth 225 to 300mm; internal	m	52		
	Carried Forward to Summary of Section No. 3			KSh	
	Section No. 3 BLOCK B Bill No. 1 STAIRCASE FINISHES				

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	INTERNAL WALL FINISHES PAINTING AND DECORATING One coat crown 'solo'; two coats crown 'solo' or other equal and approved pure satin emulsion; approved colour; applied in accordance with manufacturer's printed instruction Wood floated rendered surfaces					
A	Walls; vertical; external existing surfaces to match existing	m2	206			
	Carried Forward to Summary of Section No. 3 Section No. 3 BLOCK B Bill No. 4 INTERNAL WALL FINISHES			KSh		

Item No		Unit	Quantity	Rate	Amount	
	ROOF FINISHES					
	SANDING					
	Prepare and sand down timber surfaces to receive paint					
A	T & G eaves	m2	74			
	PAINTING AND DECORATING					
	Three coats two - pack clear polyurethane varnish ; to crown paints or equal and approved					
B	Sanded surfaces	m2	74			
	One undercoat; two coats crown silicon external paint or other equal and approved external quality paint.					
	Wrot hardwood boards					
C	Fascia; external Galvanized steel	m	186			
D	1Gutters; external UPVC pipes	m	92			
E	Down pipes; external	m	261			
	Roof light					
F	Paint mild steel frame and clean perspex roof covering approx 3750mm x 1200mm wide		Item			
	Carried Forward to Summary of Section No. 3			KSh		
	Section No. 3 BLOCK B Bill No. 5 ROOF FINISHES					

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	INTERNAL WALL FINISHES PAINTING AND DECORATING One coat crown 'solo'; two coats crown 'solo' or other equal and approved pure satin emulsion; approved colour; applied in accordance with manufacturer's printed instruction Wood floated rendered surfaces					
A	Walls; vertical; external existing surfaces to match existing	m2	309			
	Carried Forward to Summary of Section No. 4 Section No. 4 BLOCK C Bill No. 4 INTERNAL WALL FINISHES			KSh		

Item No		Unit	Quantity	Rate	Amount
	ROOF FINISHES				
	SANDING				
	Prepare and sand down timber surfaces to receive paint				
A	T & G eaves	m2	98		
	PAINTING AND DECORATING				
	Three coats two - pack clear polyurethane varnish ; to crown paints or equal and approved				
B	Sanded surfaces	m2	98		
	One undercoat; two coats crown silicon external paint or other equal and approved external quality paint.				
	Wrot hardwood boards				
C	Fascia; external	m	245		
	Galvanized steel				
D	1Gutters; external	m	139		
	UPVC pipes				
E	Down pipes; external	m	386		
	Roof light				
F	Paint mild steel frame and clean perspex roof covering approx 3750mm x 1200mm wide		Item		
	Carried Forward to Summary of Section No. 4			KSh	
	Section No. 4 BLOCK C Bill No. 5 ROOF FINISHES				

[illegible]

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	INTERNAL WALL FINISHES PAINTING AND DECORATING One coat crown 'solo'; two coats crown 'solo' or other equal and approved pure satin emulsion; approved colour; applied in accordance with manufacturer's printed instruction Wood floated rendered surfaces					
A	Walls; vertical; external existing surfaces to match existing	m2	228			
	<p style="text-align: right;">Carried Forward to Summary of Section No. 5</p> Section No. 5 BLOCK D Bill No. 4 INTERNAL WALL FINISHES			KSh		

Item No		Unit	Quantity	Rate	Amount
	ROOF FINISHES				
	SANDING				
	Prepare and sand down timber surfaces to receive paint				
A	T & G eaves	m2	60		
	PAINTING AND DECORATING				
	Three coats two - pack clear polyurethane varnish ; to crown paints or equal and approved				
B	Sanded surfaces	m2	60		
	One undercoat; two coats crown silicon external paint or other equal and approved external quality paint.				
	Wrot hardwood boards				
C	Fascia; external	m	149		
	Galvanized steel				
D	1Gutters; external	m	106		
	UPVC pipes				
E	Down pipes; external	m	269		
	Roof light				
F	Paint mild steel frame and clean perspex roof covering approx 3750mm x 1200mm wide		Item		
	Carried Forward to Summary of Section No. 5			KSh	
	Section No. 5				
	BLOCK D				
	Bill No. 6				
	ROOF FINISHES				

[illegible]

Bill No	Section No. 5		Page No		Amount	
	BLOCK D					
	<u>SECTION SUMMARY - BLOCK D</u>					
	1 STAIRCASE FINISHES					
	2 WINDOWS FINISHES					
	3 EXTERNAL WALL FINISHES					
	4 INTERNAL WALL FINISHES					
	5 CEILING FINISHES					
	6 ROOF FINISHES					
	7 ROADS AND PARKING AREAS					
	8 LAUNDRY YARD					
Carried to Final Summary				KSh		
Section No. 5						
BLOCK D						

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	DOORS FINISHES					
	SANDING					
	Prepare and sand down timber surfaces to receive paint					
	Wood surfaces					
A	Door frame; 200 mm to 300 mm	m	83			
B	Architraves girth not exceeding 100 mm	m	83			
C	Quadrants girth not exceeding 100 mm	m	83			
	Doors					
D	Over 300 mm; Internally Over	m2	30			
E	300 mm; externally PAINTING	m2	30			
	AND DECORATING					
	Prepare and apply Three coats "Crown" polyurethane wood seal or other equal and approved					
	Wood surfaces					
F	Door frame; 200 mm to 300 mm	m	83			
G	Architraves girth not exceeding 100 mm	m	83			
H	Quadrants girth not exceeding 100 mm	m	83			
	Doors					
J	Over 300 mm; Internally	m2	30			
K	Over 300 mm; externally	m2	30			
	Carried Forward to Summary of Section No. 6			KSh		
	Section No. 6					
	BLOCK E					
	Bill No. 3					
	DOOR FINISHES					

[illegible]

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	DOORS FINISHES					
	SANDING					
	Prepare and sand down timber surfaces to receive paint					
	Wood surfaces					
A	Door frame; 200 mm to 300 mm	m	15			
B	Architraves girth not exceeding 100 mm	m	15			
C	Quadrants girth not exceeding 100 mm	m	15			
	Doors					
D	Over 300 mm; Internally Over	m2	6			
E	300 mm; externally PAINTING	m2	6			
	AND DECORATING					
	Prepare and apply Three coats "Crown" polyurethane wood seal or other equal and approved					
	Wood surfaces					
F	Door frame; 200 mm to 300 mm	m	15			
G	Architraves girth not exceeding 100 mm	m	15			
H	Quadrants girth not exceeding 100 mm	m	15			
	Doors					
J	Over 300 mm; Internally	m2	6			
K	Over 300 mm; externally	m2	6			
	Two coats oil paint full gloss finish; to crown or equal and approved					
	Carried Forward			KSh		
	Section No. 7 POOLSIDE BLOCK Bill No. 2 DOOR FINISHES					

[illegible]

Item No		Unit	Quantity	Rate	Amount
	EXTERNAL WALL FINISHES				
	PAINTING AND DECORATING				
	One undercoat; two coats crown silicon external paint or other equal and approved external quality paint.				
	Wood floated rendered surfaces				
A	Walls; vertical; external existing surfaces to match existing	m2	175		
B	Columns; vertical; ditto	m2	2		
C	Beams; horizontal; ditto	m2	2		
D	Vents; horizontal; ditto	m2	2		
	Two coats oil paint full gloss finish; to crown or equal and approved				
	Metal surfaces				
E	Columns; vertical; ditto	m2	6		
Carried Forward to Summary of Section No. 7				KSh	
Section No. 7 POOLSIDE BLOCK Bill No. 3 EXTERNAL WALL FINISHES					

[illegible]

Bill No	Section No. 7		Page No		Amount	
	POOLSIDE BLOCK					
	<u>SECTION SUMMARY - POOLSIDE BLOCK</u>					
	1 INTERNAL WALL FINISHES					
	2 WINDOWS FINISHES					
	3 DOOR FINISHES					
	4 EXTERNAL WALL FINISHES					
	5 CEILING FINISHES					
	6 ROOF FINISHES					
	7 METAL WORKS					
Carried to Final Summary				KSh		
Section No. 7 POOLSIDE BLOCK						

[illegible]

[illegible]

Item No		Unit	Quantity	Rate	Amount	
	GYM WINDOWS FINISHES PAINTING AND DECORATING Two coats oil paint full gloss finish; to crown or equal and approved Metal surfaces (mesh grille) A Over 300 mm; internally	m2	6			
	<p style="text-align: right;">Carried Forward to Summary of Section No. 9</p> Section No. 9 GYM Bill No. 1 WINDOWS FINISHES			KSh		

Item No		Unit	Quantity	Rate	Amount
	DOORS AND DOOR FINISHES				
	PANEL DOORS				
	Wrot cypress or other equal and approved hardwood timber as described in ;				
	50 mm thick solid panelled door; 75 x 50 mm top, middle and bottom stiles; infilled with and including 25 mm thick tongued and grooved panelling; door frame, transomes and mullion (m.s).				
A	Single leaf door overall size 900 mm x 2100 mm high; all to Architect's approval	No	1		
	IRONMONGERY				
	Supply, transport to site and fix in position the following ironmongery as per "UNION" or other equal and approved complete with matching screws and builder's work in connection.				
B	38mm diameter rubber door stop fixed to masonry wall or floor	No	1		
C	Three lever mortice lock catalogue No. 2237 complete with set of brass finished furniture (S.A.A. finished)	No	1		
D	100mm long brass butt hinges	Pairs	2		
E	Brass finished coat and hat hooks (bathrooms)	No	1		
	PAINTING AND DECORATING				
	Two coats oil paint full gloss finish; to crown or equal and approved				
	Metal surfaces				
F	Over 300 mm ; Internally	m2	8		
G	Over 300 mm ; externally	m2	8		
	Carried Forward			KSh	
	Section No. 9 GYM Bill No. 2 DOOR FINISHES				

[illegible]

Item No		Unit	Quantity	Rate	Amount
	FITTINGS (PROVISIONAL)				
	FITTING / BATHROOM / TOILET ACCESSORIES				
	WC suite				
A	Twyfords Advent HO Close Coupled WC suite in Vitreous China Cat. No. AD1458WH complete concealed push type flush valve as 'Sloan'. Flush valve to be concealed back entry type with integral non-hold open , vaccum breaker and shutoff valves.WC to be complete with heavy seat cover as Twyfords Cat No. AD7810WH.	No	2		
	Urinal				
B	245MM X 300MM DURAVIT STARK 3 MODEL NO. 082625 WALL HANG URINAL, AUTOMATIC FLUSH SENSOR AS GEBRIT,WHITE complete with:- Chrome plated bottle trap (P trap) with 75 mm seal (Cat. No. WF8461CP). Automatic valve to have integral shut off, wall plate and to be complete with concealed connector pipe and spray rose and to have wall hangers SR5307XX or equal and approved.	No	1		
	Hand dryer				
C	Automatic hand drier in white colour, operating on an infra-red automatic sensing system with heating element safety cut-out complete with a 30 seconds safety timer, plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.1kw and performance flow rate of 135cfm (3.82m3/min) and to be of size 270x264x143mm deep It shall have a noise level below 72.5 dBA at 1.5m. It shall be as Heatrae Sadia or approved equivalent.	No	2		
	Wash hand basin				
D	Duravit D Code range Wash hand basin and Pedestal in vitreous china with 1 No. center tap-hole or equal and approved size 650 X 500mm complete with Hansgrobe Focus S range CP Single Level basin mixer	No	2		
	Carried Forward			KSh	
	Section No. 9 GYM Bill No. 8 FITTINGS				

Bill No	Section No. 9		Page No		Amount						
	GYM										
	<u>SECTION SUMMARY - GYM</u>										
	1 WINDOWS FINISHES						-9/1-				
	2 DOOR FINISHES						-9/3-				
	3 EXTERNAL WALL FINISHES						-9/4-				
	4 INTERNAL WALL FINISHES						-9/5-				
	5 FLOOR FINISHES						-9/6-				
	6 CEILING FINISHES						-9/7-				
	7 ROOF FINISHES						-9/8-				
	8 FITTINGS						-9/10-				

Item No		Unit	Quantity	Rate	Amount	
	GATE HOUSE WINDOW FINISHES PAINTING AND DECORATING Two coats oil paint full gloss finish; to crown or equal and approved Metal surfaces A Over 300 mm; internally One undercoat; two coats crown silicon external paint or other equal and approved external quality paint. Wood floated rendered surfaces B Cill; horizontal; ditto					
		m2	5			
		m	6			
	<p style="text-align: right;">Carried Forward to Summary of Section No. 10</p> Section No. 10 GATE HOUSE Bill No. 1 WINDOWS FINISHES			KSh		

Item No		Unit	Quantity	Rate	Amount	
	DOORS FINISHES					
	SANDING					
	Prepare and sand down timber surfaces to receive paint					
	Wood surfaces					
A	Door frame; 200 mm to 300 mm	m	10			
B	Architraves girth not exceeding 100 mm	m	10			
C	Quadrants girth not exceeding 100 mm	m	10			
	Doors					
D	Over 300 mm; Internally Over	m2	4			
E	300 mm; externally PAINTING	m2	4			
	AND DECORATING					
	Prepare and apply Three coats "Crown" polyurethane wood seal or other equal and approved					
	Wood surfaces					
F	Door frame; 200 mm to 300 mm	m	10			
G	Architraves girth not exceeding 100 mm	m	10			
H	Quadrants girth not exceeding 100 mm	m	10			
	Doors					
J	Over 300 mm; Internally	m2	4			
K	Over 300 mm; externally	m2	4			
	Carried Forward to Summary of Section No. 10			KSh		
	Section No. 10					
	GATE HOUSE					
	Bill No. 2					
	DOOR FINISHES					

Item No		Unit	Quantity	Rate	Amount
	EXTERNAL WALL FINISHES				
	PAINTING AND DECORATING				
	One undercoat; two coats crown silicon external paint or other equal and approved external quality paint.				
	Wood floated rendered surfaces				
A	Walls; vertical; external existing surfaces to match existing	m2	55		
B	Columns; vertical; ditto	m2	2		
				KSh	
Carried Forward to Summary of Section No. 10					
Section No. 10 GATE HOUSE Bill No. 3 EXTERNAL WALL FINISHES					

Item No		Unit	Quantity	Rate	Amount	
	INTERNAL WALL FINISHES PAINTING AND DECORATING One coat crown 'solo'; two coats crown 'solo' or other equal and approved pure satin emulsion; approved colour; applied in accordance with manufacturer's printed instruction Wood floated rendered surfaces					
A	Walls; vertical; external existing surfaces to match existing	m2	33			
	Carried Forward to Summary of Section No. 10 Section No. 10 GATE HOUSE Bill No. 4 INTERNAL WALL FINISHES			KSh		

[illegible]

[illegible]

Item No		Unit	Quantity	Rate	Amount
	FITTINGS (PROVISIONAL)				
	FITTING / BATHROOM / TOILET ACCESSORIES				
	WC suite				
A	Twyfords Advent HO Close Coupled WC suite in Vitreous China Cat. No. AD1458WH complete concealed push type flush valve as 'Sloan'. Flush valve to be concealed back entry type with integral non-hold open , vaccum breaker and shutoff valves.WC to be complete with heavy seat cover as Twyfords Cat No. AD7810WH.	No	2		
	Wash hand basin				
B	Duravit D Code range Wash hand basin and Pedestal in vitreous china with 1 No. center tap-hole or equal and approved size 650 X 500mm complete with Hansgrobe Focus S range CP Single Level basin mixer	No	2		
	Toilet paper holder				
C	Mediclinics Chrome plated open paper holder	No	2		
	Mirror				
D	Plain size bevelled 6mm thick glass plate mirror size 750 X 750mm complete with dome headed chrome plated fixing screws.	No	2		
E	Plain size bevelled 6mm thick glass plate mirror size 1800 X 2100mm complete with dome headed chrome plated fixing screws.	No	8		
	Carried Forward to Summary of Section No. 10			KSh	
	Section No. 10				
	GATE HOUSE				
	Bill No. 7				
	FITTINGS				

Bill No	Section No. 10		Page No		Amount	
	GATE HOUSE					
	<u>SECTION SUMMARY - GATE HOUSE</u>					
	1 FITTINGS					
	2 WINDOWS FINISHES					
	3 DOOR FINISHES					
	4 EXTERNAL WALL FINISHES					
	5 INTERNAL WALL FINISHES					
	6 CEILING FINISHES					
	7 ROOF FINISHES					
Carried to Final Summary				KSh		
Section No. 10 GATE HOUSE						

Item No		Unit	Quantity	Rate	Amount
	BLOCK E LAUNDRY YARDS WINDOWS FINISHES PAINTING AND DECORATING Two coats oil paint full gloss finish; to crown or equal and approved Metal surfaces (windows) A Over 300 mm; externally One undercoat; two coats crown silicon external paint or other equal and approved external quality paint. Wood floated rendered surfaces B Cill; horizontal; ditto	m2	1		
		m	1		
				KSh	
Carried Forward to Summary of Section No. 11 Section No. 11 BLOCK E LAUNDRY YARD Bill No. 1 WINDOWS FINISHES					

[illegible]

Item No		Unit	Quantity	Rate	Amount
	EXTERNAL WORKS ACCESS ROAD AND PARKING AREAS PAINTING AND DECORATING Prepare and apply three coats road marking paint; to crown paints or equal and approved Concrete surfaces Roads kerbs				
A	100 mm to 200 mm girth	m	632		
	Roads				
B	100 mm to 200 mm girth	m	522		
Carried Forward to Summary of Section No. 13				KSh	
Section No. 13					
EXTERNAL WORKS					
Bill No. 1					
ROADS AND PARKING AREAS					

Item No		Unit	Quantity	Rate	Amount	
	PLAY GROUND RETAINING WALL EXCAVATION AND EARTHWORK Excavating Trenches ; to receive foundations ; starting from existing ground levels ; A Not exceeding 1.5m deep DISPOSAL Excavated material B Backfilling depositing and compacting in layers maximum 150 mm thick to sides of foundation Surplus excavated materials C Load and cart away from site to approved contractor's tipping area CONCRETE WORK INSITU CONCRETE: PLAIN NORMAL: MASS CONCRETE CLASS 'P' 50mm thick blinding under:- D Strip footing INSITU CONCRETE : REINFORCED Normal :class 25/20mm : Vibrated E Foundations in trenches ; Irrespective of thickness REINFORCEMENT Bars; high yield steel; cold worked; B.S. 4461 including bends, hooks, tying wire, distance blocks, and spacers					
	<p style="text-align: right;">Carried Forward</p> <p>Section No. 13 EXTERNAL WORKS Bill No. 2 RETAINING WALL CONSTRUCTION</p>			KSh		

	Brought Forward			KSh		
A	In any location Assorted sizes	kg	200			
	SAWN FORMWORK TO INSITU CONCRETE Form work generally Sides; vertical or battering					
B	Strip footing	m ²	6			
	WALLING NATURAL STONEMASONRY 1st quality approved local stone; squared; machine dressed bedding and jointing in cement mortar (1:4); laid in regular courses; minimum crushing strength 3.5 N per square millimeter; all to the Engineer's satisfaction.					
C	200 mm thick walls	m ²	34			
	PRECAST CONCRETE: REINFORCED Normal; class 20/(20mm); vibrated; surface fair finish Copings					
D	Size 300 x 75mm thick extreme thick; twice weathered; twice throated; reinforced as necessary for handling; jointing and pointing in cement mortar (1:4)	m	15			
	Carried Forward to Summary of Section No. 13			KSh		
	Section No. 13 EXTERNAL WORKS Bill No. 2 RETAINING WALL CONSTRUCTION					

KSh

In any location

A	Assorted sizes
---	----------------

kg	200
----	-----

SAWN FORMWORK TO INSITU CONCRETE

Form work generally

Sides; vertical or battering

B	Strip footing
---	---------------

m2	6
----	---

WALLING

NATURAL STONework

1st quality approved local stone; squared; machine dressed bedding and jointing in cement mortar (1:4); laid in regular courses; minimum crushing strength 3.5 N per square millimeter; all to the Engineer's satisfaction.

C	200 mm thick walls
---	--------------------

m2	34
----	----

PRECAST CONCRETE: REINFORCED

Normal; class 20/(20mm); vibrated; surface fair finish

Copings

D	Size 300 x 75mm thick extreme thick; twice weathered; twice throated; reinforced as necessary for handling; jointing and pointing in cement mortar (1:4)
---	--

m	15
---	----

Carried Forward to Summary of Section No. 13
Section No. 13
EXTERNAL WORKS
Bill No. 2
RETAINING WALL CONSTRUCTION

Section No. 13

EXTERNAL WORKS

Bill No. 2

RETAINING WALL CONSTRUCTION

KSh

[illegible]

Section No	FINAL SUMMARY	Page No	Amount	
1	PRELIMINARIES	-1/12-		
2	BLOCK A	-2/6-		
3	BLOCK B	-3/6-		
4	BLOCK C	-4/7-		
5	BLOCK D	-5/9-		
6	BLOCK E	-6/7-		
7	POOLSIDE BLOCK	-7/9-		
8	GENERATOR/ PUMP HOUSE	-8/4-		
9	GYM	-9/11-		
10	GATE HOUSE	-10/8-		
11	BLOCK E LAUNDRY YARD	-11/5-		
12	BOUNDARY WALL	-12/1-		
13	EXTERNAL WORKS	-13/5-		
14	PROVISIONAL SUMS	-14/1-		
			KSh	
	Carried to Form of Tender			

SECTION VI: TECHNICAL REQUIREMENTS

GENERAL SPECIFICATIONS

6.1 SITE LOCATION

The site of the proposed works is Statehouse Crescent Flats along statehouse crescent, Nairobi.

6.2 SCOPE OF WORKS

The proposed works comprise of external paint works, wire brushing and making good defects on the roof and external works in the apartments compound. The contractor shall be deemed to have visited the site and satisfied himself as to:

- a) The nature and position of the site
- b) The amount of rubbish or debris to be cleared away before commencement of works.
- c) The nature, current usage, proximity and size of the estate
- d) The contractor shall obtain approval from the relevant Local Authority in all matters relating to site access and erection of any temporary structures and must ensure adherence to the requirements the guidelines provided by the Authority.

6.3 QUALITY OF MATERIAL

All Plant, Equipment, materials and workmanship 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.

The contractor shall be responsible for the provision of all materials, scaffoldings, tools, plant, transport and workmen required for the works except in so far as may be stated otherwise herein and he shall allow for the provision of the foregoing.

No timber used for scaffolding, formwork or similar purposes shall be used afterwards in the permanent works.

All such plants, tools and scaffoldings shall comply with all regulations whether general or local in force throughout the period of the contract and shall be required as may be necessary to comply with any amendments in or additions to such regulations.

6.4 REGULATION AND STANDARDS

The contractor works shall comply with all local regulations and by-laws of the local authority including servicing notices and paying of fees.

In addition to complying with factories Act (Cap514) and the factories amendment Act (1990), the contractor shall comply in all aspects with the above mentioned rules.

6.5 SUPERVISION

The said works shall be executed under the direction and to the entire satisfaction of the Fund Engineer who shall at all times have unlimited access to the works to the yard or sites of the contractor or other places where goods are being prepared for renovations.

6.6 TRANSPORT TO THE SITE

The contractor shall include in his prices the transport of materials, workmen etc. to and from the site of the proposed works at such hours' routes as are permitted by the authorities. All unit rates for local or imported goods are to include freight, insurance, handling and deliver.

6.7 TEMPORARY OFFICE/SHED

The contractor shall not be allowed nor permitted to house labour on site and may allow for the cost implications thereto.

The contractor may set up a temporary office after seeking authority from the Fund for use in proper storage of materials, protection of materials vulnerable to theft, weather and remove the same when ordered by the Fund.

The contractor shall indemnify and shall keep the Procuring Entity fully indemnified against any expenses, loss, claims or suits arising out of or in connection with temporary structures and all the contracted works relating to this tender.

The contractor shall provide for clearing away upon completion of the works such temporary hoarding, rubbish chutes, gates, planked walkways, guard rails etc. as may be necessary for the protection of the workers, the general public and for proper execution of the works. Such temporary structures shall be constructed with the approval of the Funds designer and to his full satisfaction and in such a manner as to cause minimum incivility and disturbance to occupants of adjacent buildings both within and without the estate, entry, exit and users of adjacent roads.

All such temporary structures shall comply in all aspects with the National Laws, Rules and regulations currently in force and applicable to such structures.

All temporary structures shall be erected in a manner so that the off-loading of materials and vice-versa causes minimal obstruction to the use of adjacent roads, buildings and facilities.

All temporary structures shall be kept properly lighted throughout the periods of darkness, be well Maintained and any corners or projections shall be painted white. The temporary structures shall not be used or permitted to be used for advertisement purposes except with the express consent of the Fund.

The contractor shall provide at his own risk and cost all watching as necessary to safeguard the works, plants and materials against damage and theft.

The temporary structures shall remove when so required by the Fund or at the end of the period for which the temporary structure is required.

6.8 TEMPORARY DISPOSAL OF RAIN WATER

The contractor shall provide and maintain all necessary temporary gutters, down pipes, Chutes, drains etc. for conveying rain water from the buildings. Further, the contractor shall allow for temporary drainage plumbing and piping for keeping the premises and site from accumulation of water.

6.9 DOWN TAKINGS

All materials arising from demolition and down takings are deemed to be the property of the Procuring Entity. No claims will be entertained on account of Procuring Entity excising this right to retain the materials.

All down takings shall be carefully removed, taken down, dismantled and stored on site until instructed by the Fund to remove from the site. Such Materials shall be only be incorporated in the new works if required by the Fund in which case appropriate adjustments will be made in the final account for the cost of labour, screw etc. for fixing such down takings in the new works.

6.10 SAMPLES

Shall furnish at the earliest possible opportunity before work commences and at his cost any samples of materials or workmanship that may be called for by the Fund for approval or rejection. Until such samples are approved to be the minimum standard for the work to which they apply.

6.11 EXISTING PROPERTY

The contractor shall take every precaution to avoid damage to property including; Building's, roads, cables, drains, and other services and he will be held responsible for all damages hereto arising from the execution of his contract and he shall make good all such damages when directed at his own cost.

Prior to commencement of any works, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes and all other services in the area and he shall make whatever provisions may be required by the authorities concerned for the support and protection of such services. Any damages or disturbance shall be reported immediately to the Fund and the relevant authorities and shall be made good to their satisfaction at the contractor's expense.

6.12 SUPERVISION

The said works shall be executed under the direction and to the entire satisfaction of the Fund Engineer who shall have unlimited access to the site of the contractor or other places where goods are being prepared for the renovation works.

6.13 TRANSPORT TO AND FROM SITE

The contractor shall include in his prices for the transport of materials, workmen etc. to and from the site of the proposed works at such hours and routes as are permitted by authorities. All unit rates shall include be inclusive of transport cost to delivery to the site inclusive of all taxes, levies and charges.

6.14 SECURITY OF WORKS AND FENCING

The contractor shall be entirely responsible and shall pay security of all works, stores, materials, plant, personnel etc. inclusive of all necessary facilities to ensure the watching, lighting and other precautions as necessary to ensure the security, safety and protection of the public. In particular, the contractor's attention is drawn to the fact that operations in the building/premises shall not be interfered with. Furthermore, renovation works shall not expose the premises to any threat of illegal entry or exit and the contractor must familiarize himself or herself with the security requirements.

6.15 PUBLIC, PRIVATE ROADS AND PAVEMENTS

The contractor will be required to make good at his own expense any damages he may cause to the present road surface during the period of the works.

6.16 POLICE REGULATIONS

The contractor is to allow for complying with all Government Acts, orders or regulations in connection with employment of labour and other matters related to the execution of the works. The contractor must acquaint himself duly with acts and regulations, including police regulations regarding the movement, housing, security and control of labour camps, passes for transport.

6.17 PROGRESS SCHEDULE

Immediately after signing the contract the contractor is to prepare a time progress chart showing the time and order in which he proposes to carry out the works within the total construction time and order in which each section of the works is to be carried out and be subdivided into tasks. If the contractor proposes sectional completion of the project, he must plan this in detail including access roads and services and this shall be reflected in the chart.

At the end of each week the contractor is to mark on the chart in a different colour the actual time taken to complete the respective stages and sections of the works. The contractor shall supply copies to the Fund Engineer and Quantity Surveyor.

If at any time it should appear to the Fund Engineer does not conform to the approved programme progress schedule the contractor shall produce at the request of the Fund Engineer a revised programme showing the modifications and accelerations to the approved programme necessary to ensure completion of the works within the agreed contract period.

6.18 OVERTIME

The contractor shall be responsible for any extra cost for overtime working he considers will be necessary in order to complete the works within the contract period of time for completion apart from overtime working which may be authorised by the Fund Engineer.

6.19 SAFETY

The contractor shall take all necessary precaution to ensure the safety of the occupants of the estate and their property from harm. The Contractor where necessary shall provide safety netting around the work area and shall indemnify the Procuring Entity from claims for damages arising from loss arising from a contract arising from this contract.

6.20 INSURANCE AGAINST INJURY TO PERSONS AND PROPERTY

In addition to the conditions of the contract and the requirements contained herein the contractor's risk policy shall cover full value of the following and allow for all cost thereof;

- a) The works and temporary works erected in performance of this contract
- b) The materials on site, plant and tools
- c) The cost and expense of removing debris of the property insured, destroyed or damaged by any peril insured.
- d) Professional fees
- e) Employer liability (Workman compensation)
- f) Third Party (Public liability for an indemnity of not less than Shs. **2,000,000.00** for any accidents or series of accidents arising from the same event (Unlimited in aggregate)
- g) Should the contractor already hold annual insurances covering the whole of his activities, and the indemnity required under the existing policy(ies) then further insurances shall be effected and maintained to cover such excess, the policies of insurances being suitably endorsed to cover this project.

SECTION VI- STANDARD FORMS

- 7.1 **Form of Tender:** The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and in accordance with the requirements included in the special conditions of contract.
- 7.2 **Contract Form:** Shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
- 7.3 **Confidential Business Questionnaire:** This forms should be completed by all the tenderers and submitted together with the bid.
- 7.4 **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
- 7.5 **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.
- 7.6 **Letter of Notification of Award:** This form should not be completed at the time of summing the bid. The form is a sample to be used to notify the successful bidder.
- 7.7 **Form RB 1:** This form should not be completed at the time of summing the bid. The form is a sample to be used by the tenderers to lodge any appeals.
- 7.8 **Declaration Form:** This form should be completed at the time of summing the bid. This is a commitment that the bidder has not been involved in any corruption and is also not debarred.
- 7.9 **Site Visit form:** This form should be completed by the representative of the scheme most preferably the Site Engineer as confirmation that the tenderer has visited the site to confirm the requirements of this tender.

7.1 FORM OF TENDER

Date_____ Tender No._____

To.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos. *[insert numbers, the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. [description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*

We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to ____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).

We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of_____

7.2 CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between..... [name of procurement entity] of [country of Procurement entity] (hereinafter called “the Procuring entity”) of the one part and [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz..... [brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of [contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: the Tender Form and the Price Schedule submitted by the tenderer; the Schedule of Requirements; the Technical Specifications; the General Conditions of Contract; the Special Conditions of Contract; and the Procuring Entity’s Notification of Award.

In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares 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_____.

7.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE/PROFILE OF THE COMPANY

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2(g) must be filled.

You are advised that it is a serious offence to give false information on this Form. Giving wrong or false information on this Form will lead to automatic disqualification / termination of your business proposal at your cost.

Business Name of Applicant (s)

Part 1 – General

Business Name: _____
Certificate of Incorporation/Registration No. _____ Date of
Incorporation/Registration _____ State if Special Group (if any) (attached Certified Certificate

Location of business premises:

Physical address Town _____ Country _____
Building _____ Fax No's _____ Plot No. _____
Street / Road _____ Postal Address _____ Postal / Country Code _____
Telephone No's _____ Fax No's _____
E-mail address _____
Website _____

Contact Person (Full Names (in BLOCK Letters))

Name _____ Position / Title _____ Email _____

Direct / Mobile No's _____ Does Contact person have Power of
Attorney? (Yes / No) If Yes, attach power of attorney document

Nature of Business _____

Value of the largest single assignment you have undertaken to date (KShs)_____

Was this successfully undertaken? Yes / No._____

Banking: - Name (s) of your banker (s) _____Branch

Physical address

Email_____

Financial Auditor: - Name _____Physical Address _____

Tel No's _____Email _____

Part 2 (a) – Sole Proprietors

Full names _____

Nationality _____*Citizenship detail_____

Physical Address _____

Phone Number _____

Email _____

Part 2 (b) – Partnerships

Give details of partners as follows:

	Full Name	Nationality	Citizenship Details	Shares
1				
2				
3				
4				

Part 2 (c) – Registered Company

Private or public _____State the nominal and issued capital of the Company: -

Nominal Kshs _____ Issued Kshs

Give details of all directors as follows: -

Part 2 (d) – Interest in the Firm:

Is there any person / persons in Central Bank of Kenya or any other public institution that has interest in the Firm? Yes / No? _____ (Delete as necessary); If YES, give details below: -

	Institution	Title	Signature	Date
1				
2				
3				

7.4 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 of 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:

If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or

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)*

7.5 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]

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.

Please acknowledge receipt of this letter of notification signifying your acceptance.

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.

You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

7.7 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*) ofdated the...day of
.....20.....in the matter of Tender, No.....of20.....

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

- 1.
2. etc.

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

- 1.
2. etc.

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
..... day of20.....

SIGNED Board Secretary

7.8 DECLARATION FORM

To _____ Date _____

The tenderer i.e. (name and address)

_____ declare the following:

Has not been debarred from participating in public procurement.

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)

7.9 SITE VISIT FORM

SITE VISIT FOR TENDER CBKPF/007/2020-2021 TENDER FOR PROVISION OF EXTERNAL PAINTING AND ASSOCIATED WORKS AT STATE HOUSE CRESCENT APARTMENTS IN KILIMANI, NAIROBI

To whom it may Concern,

This is to confirm that, Mr./Mrs./Ms. Of

M/S has visited State House Crescent Apartments for purposes of ascertaining the details of the above referenced Tender relating to the proposed external painting and associated repairs.

Signature of the tenderer

Name:

FOR THE CBK PENSION FUND

Name:

Signature:

Date: