



FINANCIAL
SERVICES

TENDER FOR PROPOSED INSTALLATION OF CAR PARK ACCESS CONTROL SYSTEM - PENSION TOWERS

TENDER NO: CPF/PROPOSED INSTALLATION OF CAR PARK ACCESS CONTROL SYSTEM - PENSION TOWERS /2021/07

SECTION I: INVITATION TO TENDER

RE: PROPOSED INSTALLATION OF CAR PARK ACCESS CONTROL SYSTEM - PENSION TOWERS

Table of Contents

This tender document comprises of the following parts:

Section I Invitation for Bids.

Section II Instructions to Tenderers.

Section III Mandatory Qualifying Criteria for Tenderers.

Section IV General Conditions of Contract (GCC).

Section V **PROPOSED INSTALLATION OF CAR PARK ACCESS CONTROL SYSTEM - PENSION TOWERS** – Bills of Quantities (BQs)

SECTION I - INVITATION FOR BIDS

The CPF Group is a group of companies and retirement benefits schemes operating in Eastern Africa and offering a dynamic pool of services in Scheme Administration, Retirement Benefits, Financial, Training and Consultancy Services. The CPF Group schemes and entities are: - Local Authorities Pension Trust (Defined Benefits Scheme), County Pension Fund (LRF (DC), CPF (Individual) Pension Scheme, CPF Financial Services Ltd, Laser Infrastructure & Technology Solutions Ltd, Laser Property Services Ltd, and Laser Insurance Brokers Ltd.

CPF Financial Services Ltd (hereinafter referred to as CPF) other delegated responsibility is to provide the schemes under its administration with procurement agency services.

CPF Financial Services Ltd seeks to invite tenders from prospective contractors pre-qualified in the list of suppliers for the **PROPOSED INSTALLATION OF CAR PARK ACCESS CONTROL SYSTEM - PENSION TOWERS** as detailed in the Bills of Quantities.

Completed Tenders are to be enclosed in plain sealed envelopes, clearly marked with the **TENDER NO: CPF/PROPOSED INSTALLATION OF CAR PARK ACCESS CONTROL SYSTEM - PENSION TOWERS /2021/07** and addressed to:

**The Group Managing Director
CPF Financial Services Ltd
CPF House, 7th Floor.
Haile Selassie Avenue
P. O. Box 28938, 00200 Nairobi
Tel ; 2046901 – 05
Fax ; (020) 2251807
Mobile ; 0720433354
E-Mail ; hkkili@laptrust.or.ke ; info@cpf.or.ke**

Should be deposited in the Tender Box on Mezzanine Floor of CPF House so as to be received on or **before 20th August 2021 at 11.00 a.m.** local time. The duly completed Tenders which cannot fit into the Tender Box shall be received only between 10:00 - 11:00 a.m. on the same Tender Deadline Day in the Group Managing Director's Office and a certificate of receipt issued.

Tenders will be opened on the same day at 11.30 a.m. in the CPF Financial Services Ltd Boardroom on Mezzanine floor in presence of Bidders' representatives who may wish to be present.

Thereafter same will be analysed and successful firms will be formally informed of the same in accordance with the CPF Financial Services Ltd Procurement Regulations.

CPF Financial Services Ltd reserves the right to accept or reject any bid submitted and shall not be bound by the highest or lowest bid or any other offer.

Yours faithfully,

H. K KILI

GROUP MANAGING DIRECTOR/CEO

IMPORTANT NOTICE AND INFORMATION TO BIDDERS

1. The information contained in this Tender, except where the context requires otherwise, has been based on the assumption that the proposed assignment is implemented as described herein. Whilst CPF Financial Services Ltd considers that the assumptions on which this document is based are reasonable, it must be recognized that the reliance that you place on them is a matter of commercial judgment for the bidders alone.
2. Queries relating to the information contained in this document shall be directed only to the contact persons referred to herein. No other person has been authorized to give any information or to make any representation in respect of this Tender or the assignment and, if given or made, such information or representation may not be relied upon as having been authorized by CPF Financial Services Ltd
3. This Tender is confidential and personal to you. It is provided to you on the understanding that it is not to be duplicated or distributed to any other person (s) or institution (s).
4. The Bidder must submit a Bid Security (in a separate sealed envelope) at the time of submitting the tender. The Bid Security must be issued for the benefit of the " CPF Financial Services Ltd " by a first-class bank or Insurance Company acceptable to CPF in the amount of Kshs. 50,000 (Fifty Thousand Kenya Shillings only) and must take the form set out in Annex I or be in the form of cash deposited at the CPF Financial Services Ltd cash office and a receipt issued to that effect, a copy of which shall be enclosed when submitting the tender.
5. The Bid Security of the Selected Bidder shall be maintained in full force and effect until such Bidder has executed an agreement with CPF Financial Services Ltd. The Selected Bidder will be required to lodge with CPF Financial Services Ltd a Performance Security equivalent to 10% of the contract amount in exchange of the Bid Security.
6. The Bid Security of each Bidder that is not designated as the Selected Bidder will be returned within 15 days following CPF Financial Services Ltd designation of Selected Bidder, but not later than two months from the tender deadline.
7. In the event that the Bidder withdraws its tender during the Validity Period, or the Selected Bidder fails to execute the agreement as agreed to during negotiations, CPF Financial Services Ltd will claim under the Bid Security as liquidated damages and not by way of penalty, in view of it being impossible accurately to assess the amount of such damage and may then convert any such security into money.
8. CPF Financial Services Ltd will return the Bid Security to the Selected Bidder in the event that CPF Financial Services Ltd fails to execute an agreement with the Selected Bidder.
9. The Bidder shall be deemed to have carefully examined all of the terms, conditions and requirements of this Tender, and also to have fully informed itself as to all conditions affecting this assignment. Failure to do so is at the Bidder's risk, and no claim will be considered at any time for reimbursement of any expenses incurred as a result of any misunderstanding with regard to the conditions imposed by this Tender.
10. Unless the context otherwise requires, words importing one gender include all other genders and words importing the singular include the plural and vice versa.

11. Bidders are advised that it is mandatory to return the declaration statement of not engaging in corrupt or fraudulent practices together with their bids.
12. CPF shall use competitive negotiations procedure if need arises.

NOTES:

- 1.0 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.
- 2.0 All tenders should as much as possible follow the Tender Format with minimal deviations.
- 3.0 The Word Service Provider/Tenderer/Bidder in this Tender means the same – The Contractor.
- 4.0 The Client has the discretion to conduct site visits to the Contractor's references at any time after tender submission and before award if it is deemed necessary.

SECTION II: INSTRUCTIONS TO BIDDERS.

2.1 Eligible Contractors

2.1.1. This Invitation to tender is open to all Contractors eligible as described in the invitation for tenders. Successful Contractors shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender document.

2.1.2. CPF Financial Services Ltd employees, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.1.3. Contractors shall provide the qualification information statement that the firm (including all members, of a Joint venture and Subcontractor) 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 CPF Financial Services Ltd to provide sub-contracting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4. Contractors involved in corrupt or fraudulent practices or debarred from participating in CPF Financial Services Ltd procurement shall not be eligible. For the purpose of this provision, CPF Financial Services Ltd defines the terms set forth below as follows:-

- “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a CPF Financial Services Ltd official in the selection process or in contract execution; and
- “Fraudulent practice” means a misrepresentation of facts in order to influence the action of a CPF Financial Services Ltd official in the selection process, and includes collusive practices among firms designed to establish prices at artificial, non-competitive levels and to deprive CPF Financial Services Ltd the benefits of free and open competition.

2.2 Cost of tendering

2.2.1 The Contractor shall bear all costs associated with the preparation and submission of its tender, and CPF Financial Services Ltd, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below;

- a) Instructions to Contractors
- b) Details of service
- c) Form of tender
- d) Tender Undertaking

2.3.2. The Contractor 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 Contractor's risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify CPF Financial Services Ltd in writing or by post, fax or email at the entity's address indicated in the Invitation for Tenders. CPF Financial Services Ltd will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by CPF Financial Services Ltd. Written copies of CPF Financial Services Ltd response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Contractors who have received the tender documents"

2.4.2 CPF Financial Services Ltd shall reply to any clarifications sought by the Contractor within 3 days of receiving the request to enable the firm to make timely submission of its tender.

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of tenders, CPF Financial Services Ltd, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Contractor, may modify the tender document by issuing an addendum.

2.5.2 All prospective Contractors who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. In order to allow prospective Contractors reasonable time in which to take the amendment into account in preparing their tenders, CPF Financial Services Ltd, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

2.6.1. The tender prepared by the Contractor, as well as all correspondence and documents relating to the tender exchanged by the Service provider and CPF Financial Services Ltd, shall be written in English language. Any printed literature furnished by the Service provider 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.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the Contractor shall comprise the following components:

- (a) Documentary evidence that the firm is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (b) Completed Tender Form.
- (c) Tender security.
- (d) Tender undertaking.
- (e) Submit one **ORIGINAL & ONE COPY** tender document.

2.8 Form of Tender

2.8.1 The Contractor shall complete the Form of Tender furnished in the tender document indicating the policies quoted for.

2.9 Tender Prices

2.9.1 The Contractor shall indicate in the form provided in this tender document the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated in the form provided shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the Service provider shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

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

2.9.5 Any contract variation sanctioned shall only be allowed if it meets the pre-conditions of Section 139 of the PPAD Act 2015.

2.9.6 Price variation requests shall be processed by CPF within 30 days of receiving the approval for same.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified.

2.11 Contractors eligibility and qualifications.

2.11.1 Eligible Contractors shall furnish, as part of its tender, documents establishing the Contractors eligibility to tender and its qualifications to perform the contract if the tender is accepted.

2.11.2 The documentary evidence of the Contractors qualifications to perform the contract if its tender is accepted shall establish to CPF Financial Services Ltd satisfaction that the Service provider has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The Service provider shall furnish, as part of its tender, a tender security for the amount and form specified in the Bid Bond details.

2.12.2 The tender security which shall be in the form of a bid bond shall be Kshs. 50,000.00 (Kshs. Fifty Thousand only) which shall be in the form of a Banker's cheque or cash deposited at the CPF Financial Services Ltd cash office and a receipt issued to that effect, a copy of which shall be enclosed when submitting the tender, a bank guarantee or a bank draft issued by a reputable bank located in Kenya or an Insurance Cover issued by a reputable Insurance Firm in Kenya and valid for thirty (30) days beyond the validity of the Tender, or be in the form of cash deposited at the CPF Financial Services Ltd cash office and a receipt issued to that effect, a copy of which shall be enclosed when submitting the tender.

2.12.3 The tender security is required to protect CPF Financial Services Ltd against the risk of Service provider's conduct which would warrant the tender security's forfeiture.

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency and shall be in the form of prescribed under clause 2.12.2.

2.12.5 Any tender not secured with a tender security denominated in Kenya Shillings or freely convertible currency will be rejected by CPF Financial Services Ltd as non-responsive.

2.12.6 Unsuccessful Service provider's bid 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 CPF Financial Services Ltd.

2.12.6 The successful Service provider's tender security will be discharged upon the Service provider furnishing CPF Financial Services Ltd with a performance bond equivalent to 10% of the Contract amount which should be furnished within 15 days from the date the award letter is signed.

2.12.7 The tender security may be forfeited:

- a) If a Service provider withdraws its tender during the period of tender validity specified by CPF Financial Services Ltd on the Tender Form; or

- b) In the case of a successful Service provider, if the Service provider fails to:
 - (i) to sign the contract
 - (ii) If the Service provider fails to furnish CPF Financial Services Ltd with the performance bond in accordance with the terms of the contract.
- c) If the Service provider rejects the correction of an arithmetic error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after date of tender opening prescribed by CPF Financial Services Ltd. A tender valid for a shorter period shall be rejected by CPF Financial Services Ltd as non-responsive.

2.13.2 In exceptional circumstances, CPF Financial Services Ltd may solicit the Service provider's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security shall also be suitably extended. A Service provider may refuse the request without forfeiting its tender security. A Service provider granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The Service provider **MUST** prepare two copies of the tender, one copy clearly marked on it "**ORIGINAL TENDER**" and the other "**COPY OF TENDER**", as appropriate. In the event of any discrepancy between them, the original shall govern. Failure to prepare the copies required may lead to disqualification of the tender.

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

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

2.15 Sealing and Marking of Tenders

2.15.1 The Service provider 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.

2.15.2 The inner and outer envelopes shall:-

- (a) Be addressed to CPF Financial Services Ltd at the address given in the Invitation to Tender
- (b) Bear the tender number and name on the envelope and the words: "DO NOT OPEN BEFORE" the day and time stated in the Invitation to Tender.

- 2.15.3 The inner envelopes shall also indicate the name and address of the Service provider to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required, CPF Financial Services Ltd will assume no responsibility for the tender’s misplacement or premature opening.
- 2.16 Deadline for Submission of Tenders
- 2.16.1 Tenders must be received by CPF Financial Services Ltd at the address specified, no later than the date and time of closing stated in the Invitation to Tender.
- 2.16.2 CPF Financial Services Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents, in which case all rights and obligations of CPF Financial Services Ltd and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders that cannot fit in the tender box shall be delivered at the Group Managing Director’s Office situated at CPF House on 7th floor by 11.00 a.m. on the stated tender deadline. A Delivery Book at the Group Managing Director’s office must be signed by the person submitting the tender as evidence of having delivered the tender.
- 2.16.4 The original tenders shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 2.17 Modification and withdrawal of tenders.
- 2.17.1 The Service provider may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender’s is received by CPF Financial Services Ltd prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Service provider’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in paragraph 2.15.(Sealing and Marking of Tenders). A withdrawal notice may also be sent by cable, fax, and e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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 Service provider on the Tender Form. Withdrawal of a tender during this interval may result in the Service provider’s forfeiture of its tender security.
- 2.17.5 CPF Financial Services Ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

- 2.17.6 CPF Financial Services Ltd shall give prompt notice of the termination to the Contractors and on request give its reasons for termination within 14 days of receiving the request from any Service provider.
- 2.18 Opening of Tenders.
- 2.18.1 CPF Financial Services Ltd will open all tenders on the same day the tenders are submitted as stated in the Invitation for Tenders.
- 2.19 Clarification of tenders
- 2.19.1 To assist in the examination, evaluation and comparison of tenders, CPF Financial Services Ltd may at its discretion, ask the Service provider 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the Service provider to influence CPF Financial Services Ltd in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the Service provider's tender.
- 2.20 Preliminary Examination and Responsiveness
- 2.20.1 CPF Financial Services Ltd will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 CPF Financial Services Ltd may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Service provider.
- 2.20.4 Prior to the detailed evaluation, CPF Financial Services Ltd 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. CPF Financial Services Ltd determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by CPF Financial Services Ltd and may not subsequently be made responsive by the Service provider by correction of the nonconformity.

2.21 Conversion to a single currency

2.21.1 Where other currencies are used, CPF Financial Services Ltd will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and comparison of tenders.

2.22.1 CPF Financial Services Ltd will evaluate and compare the tenders which have been determined to be substantially responsive.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 CPF Financial Services Ltd evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated and in the tender specifications:

- a) operational plan proposed in the tender;
- b) Qualification basis for Contract award

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

- a) Operational Plan.

CPF Financial Services Ltd requires that the services under the Invitation for Tender shall be performed at the time duration specified. Contractors offering to perform longer than or shorter than CPF Financial Services Ltd required contract duration will be treated as non-responsive and rejected.

- b) Qualification basis for Contract award.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the Service provider shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide the services being procured.
- (b) Legal capacity to enter into a contract for procurement

(c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing and shall not be debarred from participating in CPF Financial Services Ltd procurement.

SECTION III - MANDATORY QUALIFYING CRITERIA FOR TENDERERS. (Must be provided in the firm's tender document failure to which the tender will be considered as non-responsive)

The tenderers MUST meet the mandatory criteria stipulated in the Evaluation Criteria below:

Evaluation Criteria.

ITEM.	DESCRIPTION
	INSTRUCTION TO TENDERERS
	Tenders are strongly advised to read and understand the following notes. This section is NOT to be priced
1	Rates as tendered as shall be final and no alterations shall be allowed
2	Rates quoted should be all taxes inclusive
3	The amounts quoted shall be deemed to be inclusive of all handling cost & dumping

	EVALUATION CRITERIA		
	CRITERIA	REQUIREMENTS	IMPORTANCE
	Mandatory Requirements	Must be submitted	A bid will not be evaluated in mandatory criteria is not met
1	Certificate of Incorporation/ Registration		
2	Attach valid copy of KRA Tax Compliance Certificate.		
3	Current CR12. (Not old than 3 months)		
4	Certified Copy of NCA 6 & Above certificate in Electrical Engineering or Mechanical Engineering - Systems Installation category		

5	Certified copy of NCA 6 & above Practicing license in Electrical Engineering or Mechanical Engineering-Systems Installation Category		
6	Audited accounts for the last three years (2017, 2018 and 2019/2020)		
7	Dully filled, stamped, and signed Confidential Business Questionnaire Form.		
8	Summarized company profile showing experience of the firm in installation of carpark system or such similar systems		
9	Duly filled, stamped, and signed Form of Tender.		
10	Bank certified statements of the Last 6 months (Jan-June 2021)		
11	Dully filled, stamped, and signed Anti-corruption Form/Pledge.		
	TECHNICAL EVALUATION		
	Experience of the Firm.		Importance
1	Bidder Should have Executed at least (three) contracts/orders of similar nature	Bidders MUST submit completion certificates for previous work done and Contracts /LPOs	High
2	Reference Letters		
	As a confirmation of good working relationship with your previous clients, Attach three reference letters from your previous clients	Bidder must attach three reference letters with contact numbers of the client.	

3	Qualification of the Personnel	Attach copies of certificates and signed/stamped detailed CV of the following. Note the CV MUST show experience of the proposed personnel	
	Bidder must attach qualification evidence for the personal who will be deployed to execute the works.		
		<u>Site (One) Engineer</u>	
		Attach degree and CV in Mechanical or Electrical Engineering with relevant experience of 5years	
		System Programmer (One)	
		Attach degree and CV in IT or Computer Science with relevant experience of 3years	
		<u>Technicians</u>	
		Attach Diploma certificate and CV in Electrical Engineering with relevant experience of not less than 3years.	
		-	

		Attach Diploma certificate and CV in Building or Civil Engineering with relevant experience of not less than 3years.	
4	Work Plan/methodology.		
	The bidders must provide a detailed Ghant chart work plan.	Bidders must submit Ghant chart using MS Project or any drawn table scheduling.	
		· All the activities (Deliverables)	
		· Desired timelines	
		· Overall project time	

SECTION IV – CONDITIONS OF CONTRACT.

4.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between CPF Financial Services Ltd and the Firm as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the Firm under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the firm including materials and incidentals which the Firm is required to provide to CPF Financial Services Ltd under the Contract.
- d) “The Group Managing Director” means the CEO of the organization sourcing for the items/services under this Contract, (CPF Financial Services Ltd)

- e) "The firm" means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

4.2 Application

- 4.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

4.3 Standards

- 4.3.1 The services provided under this Contract shall conform to the 6 standards mentioned in the SCC.

4.5 Patent Right's

- 4.5.1 The Firm shall indemnify CPF Financial Services Ltd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

4.6 Inspections and Tests

- 4.6.1 CPF Financial Services Ltd or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. CPF Financial Services Ltd shall notify the Firm in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 4.6.2 The inspections and tests may be conducted on the premises of the Firm or its sub firm(s). If conducted on the premises of the Firm or its sub firm(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to CPF Financial Services Ltd.

- 4.6.3 Should any inspected or tested services fail to conform to the Specifications, CPF Financial Services Ltd may reject the services, and the Firm shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to CPF Financial Services Ltd.

- 4.6.4 Nothing in paragraph 4.6 shall in any way release the Firm from any warranty or other obligations under this Contract.

4.7 Payment

- 4.7.1 The method and conditions of payment to be made to the Firm under this Contract shall be specified in SCC.

4.8 Prices

4.8.1 Prices charged by the firm for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Firm in its tender or in the CPF Financial Services Ltd request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

4.9 Assignment

4.9.1 The Firm shall not assign, in whole or in part, its obligations to perform under this contract, except with the CPF Financial Services Ltd prior written consent.

4.10 Termination for Default

4.10.1 CPF Financial Services Ltd may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Firm, terminate this Contract in whole or in part:

a) if the Firm fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by CPF Financial Services Ltd.

b) if the Firm fails to perform any other obligation(s) under the Contract.

c) if the Firm, in the judgment of CPF Financial Services Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

4.10.2 In the event CPF Financial Services Ltd terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Firm shall be liable to CPF Financial Services Ltd for any excess costs for such similar services.

4.11 Termination for insolvency

4.11.1 CPF Financial Services Ltd may at any time terminate the contract by giving written notice to the firm if the firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the firm, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to CPF Financial Services Ltd.

4.12 Termination for convenience

4.12.1 CPF Financial Services Ltd by written notice sent to the firm may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the CPF Financial Services Ltd convenience, the extent to which performance of the firm of the contract is terminated and the date on which such termination becomes effective.

4.12.2 For the remaining part of the contract after termination CPF Financial Services Ltd may elect to cancel the services and pay to the firm an agreed amount for partially completed services for the month or quarter period in question.

4.13 Resolution of disputes

4.13.1 CPF Financial Services Ltd and the firm shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

4.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

4.14 Governing Language

4.14.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

4.15 Force Majeure

4.15.1 The firm shall not be liable for forfeiture of its professional indemnity, 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.

4.16 Applicable Law.

4.16.1 The contract shall be interpreted in accordance with the Laws of Kenya unless otherwise specified in the SCC.

4.17 Notices

4.17.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or e-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

SPECIAL CONDITIONS OF CONTRACT

4.18 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.

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

General conditions of contract reference	Special conditions of contract
--	--------------------------------

4.1 (a)	Parties to sign Contract. <u>Client</u> The Group Managing Director: CPF Financial Services Ltd <u>Bidder</u> Authorized Signatory.
4.7	The method and conditions of payment shall be as agreed by both parties.
4.8	All price adjustments and variations to the contract shall comply with Regulation 31 of the Public Procurement and Disposal Regulations, 2006.
4.13.2	Disputes shall be referred to an independent arbitrator agreed by both parties.
4.16.1	Applicable Laws Laws of Kenya
4.17	<u>Group Managing Director's address</u> CPF Financial Services Ltd CPF House, 7 th Floor Haile Selassie Avenue P.o. Box 28938 - 00200 NAIROBI. KENYA. Tel; (020) 2046901 -5 <u>Bidder's address</u> Specify address.
Other's as necessary	Complete as necessary

SECTION V – BILLS OF QUANTITIES;

NOTES TO THE TENDERERS.

1. All rates to include the Government taxes.
2. Worker's safety shall be responsibility of the contractor. No worker shall be permitted to work without PPE
3. Tenderers are encouraged to visit the site to familiarize themselves with site even as they prepare the bids.
4. No space shall be available for storage of contractor's tools & equipment's.
5. Tender price Must be valid for 120 days from the date of submission.
6. Contractor to ensure works are insured against all risk.
7. Payments shall be done in terms of certificates as valued and certified by the CPF Financial Services Ltd representative

PROPOSED INSTALLATION OF CAR PARK ACCESS CONTROL SYSTEM					
	SITE: PENSION TOWERS				
ITEM NO	ITEM DESCRIPTION	UNIT	QTY	RATE	AMOUNT (KSHS)
	<u>All Statutory and Contractual Requirements</u>				
	All risk insurance policy				
	Insert a sum for the provision of services for the duration of the contract in relation to services of electricity, water, security etc.				
	Insert a sum for testing of materials by contractors and technical staff				
	Allow for NMS work permit				
1.0	<u>CIVIL WORKS</u>				
1.1	Clear site off	SM	18		
1.2	Excavation on Existing Reinforced Concrete to receive Bollards and Road bump	CM	12		
1.3	<u>Mass Concrete Class P (1:4:8) , 40mm maximum aggregate as described in:-</u>				
	50 mm thick blinding to concrete bases	CM	5.00		
1.4	<u>Guaranteed Strength Reinforced Concrete Class 25/30mm maximum aggregate 20mm as described in: -</u>				
	Bollard area	CM	12		
1.5	Concrete works for the erection of Speed Bump	CM	2		
2.0	<u>ELECTRONIC AND MECHANICAL INSTALLATIONS</u>				
2.1	Supply programme and Installation of 2 No. Automatic Retractable Security Bollard as per attached technical specifications	NO.	2		
2.2	Supply programme and Installation of 2 No RFID Gate Security Systems complete with barriers as per attached technical specifications	NO.	2		
3.0	Allow for Road Marking and Signages	LS			

4.0	Allow for Electrical connections including separate sub board specifically for the System				
5.0	Allow for training	Item	l		
6.0	Allow for as built drawings	Item	l		
7.0	Allow for 120,000.00 contingency to used only on approval				
	Grand Total VAT inclusive				
	SYSTEM GUARANTEE PERIOD				
	WORKMANSHIP GUARANTEE PERIOD				
	CONTRACTOR				
	CONTACT PERSON				
	DESIGNATION				
	SIGNATURE	DATE			
	OFFICAL RUBBER STAMP				

Barrier Key Specifications

Functions & features:

- 1 Manual release clutch to operate the barrier when power off.
- 2 Motor cooling fan to avoid the over-heating possibility
- 3 Automatic reverse when the barrier boom meets the obstruction
- 4 Auto closing realization through menu setting on the control panel
- 5 Interfaces available for infrared photocells, loop detectors, card readers, ticket dispensers, manual switch (wire control),
- 6 RS485 Communication Module is compatible
- 7 Compression spring can avoid broken accident caused by tension spring.
- 8 Worm and mainrod are through heat treatment so that they are more durable and can be heavy duty.
- 9 Anti-freezing oil

Specifications:

- 1 Material: Cold roll plate, Galvanized plate or stainless steel
- 2 Power: 120w
- 3 Running Time: 3s, 6s, optional
- 4 Working environments: indoor, outdoor
- 5 Operating Temperature: -20°C to 65°C
- 6 Relative Humidity: <90% coagulation free
- 7 Motor speed: 30r/min
- 8 Boom length: Max 6 meters
- 9 Cabinet Color: Black preferred to specify
- 10 MCBF: ≥5, 000, 000 times
- 11 Housing Size: 345*305*1050 mm
- 12 Traffic light:
- 13 Arm material: Aluminum Alloy
- 14 Boom Type: folding arm, max 6 meters
- 15 Related accessories: infrared sensors, loop detectors, traffic light, UHF readers
- 16 Cabinet: varnish baking, 3 years without fading

BOLLARD TECHNICAL SPECIFICATION AND FEATURES	
Power	: Standard 380V 3-Phase 50 Hz, 2,2-5,5 kW motor.
Control Pack	: 24V DC powered and PLC control unit is placed in power unit cabinet.
	Solenoids 24V DC (Ops. 12V DC / 220V AC)
Speed	: Standard Operation ~1,8 - 4 sec. (ascend/descend)
	Emergency raise up by optional hydraulic accumulator ~1,5 sec.
IP Rating	: IP 55 - Hydraulic Power Unit, or specify the available
	Hydraulic Cylinder Unit : Heavy duty, double acting 40 mm diameter, honed at H9
	quality pipe, dust sealed hydraulic cylinder.
Hydraulic Power Unit	: Strengthened industrial pump,
	45-60 lit oil tank capacity with magnetic metal collector and particle filter. Built-in oil level and oil temperature indicators with low oil level warning.
	30-80 Bar pressure 10mt R2 (double wire braided mesh) reinforced hydraulic hose. Interconnecting hoses for multiple bollard installations will be supplied.
System	: Down, Up, Emergency and external sensor inputs/outputs
	(e.g. Loop Detector, Beam Detector, Signalization, Remote Control, etc.). System alerts with an audio signal during lowering and raising operation. A loud siren output in case of alarm or emergency.
	Be lowered or raised automatically in case of emergency and programmed to stop as standard.
	Be lowered and raised manually in case of power failure or during the maintenance service with manual pump and manual discharge feature.
Power Unit	: Motor, hydraulic pump and solenoid valves contained in an easily accessible hot-dip galvanized and electrostatic powder painted cabinet with a built-in lock lid.
	Cabinet Dimensions: give dimensions

Underground	: Bollard Anchorage Casing:
Structure	Ø284-338mm steel casing hot dip galvanized and structured for maximum strength.
	Casing be designed in such away that no vehicle crashing effect can displace it after embedded or installed into the ground.
	Hydraulic hose and cable entry openings enabling to use either of the three directions as per hydraulic power unit position and site conditions.
	Designed for easy access to hydraulic hose and cable connections.
	Ground mounting plate with installation holes for bolt type easy fixing
	Main Housing:
	Ø273-324 mm hot dip galvanized steel, structured to provide main housing for the bollard cylinder.
	Bollard cylinder pivoted with and moves through replaceable 5 rails (inner railing) made of special non-metal and positioned with equal distances from each other for maximum rigidity/minimum material fraction.
Above Ground	
Structure	: Bollard Cylinder (impact blocking unit)
	Ø220 - 270mm stainless steel sleeve on hot-dip galvanised steel pipe with 5mm wall thickness, with option of reinforcement.
	Demountable bollard top plate made of aluminum with 360° visible red flashing LED indicators. Furnished with red, white or yellow reflecting strips compliant to "E" standard.
	Bollard cylinder pivoted with and moves through replaceable 5 rails (outer railing) made of special non-metal and positioned with equal distances from each other for maximum rigidity and minimum material fraction. To have hydraulic cylinder upper connection
Control System	: Manual Control Button Unit:
	Provided with an IP67 CRM yellow box and 10mt cable including 3 switches for downwards, upwards, stop , emergency operation and equipped with built-in LED visual indications.
	Compatibility with Access Control Systems:

	Be operation able through, card reader, finger print, biometric systems and similar any kind of access control systems .
--	--

NOTES TO THE TENDERERS	
<p>MUST meet the specification indicated</p> <ul style="list-style-type: none"> a. The site is occupied and thus work should be carried out with utmost care and minimal disturbances b. Tenderer are notified that on award of the works, technical brochures have to be submitted for approval prior to carrying out any installation c. On completion of installation the contractor shall carryout comprehensive system testing and analysis. d. Prior to testing and commissioning the contractor shall conduct comprehensive programming of the system as approved by manufacturer e. Each equipment in the installation shall be supplied complete with installation manual and comprehensive operating instructions. In addition, cabling and wiring information, list of all equipment's and associated serial numbers and any other relevant information. f. The contractor shall do operating training on the system to client staff. The training shall be sufficient to ensure correct operation of the system. g. System Documentation: All documentation relating to the installation shall be complete and correct. Information shall be provided sufficient to install, test and commission, operate and maintain system. 	

<p>h. Component's documentation: Documentation relating to components shall be complete and correct. Sufficient information shall be provided to ensure the integration of the system components with any other component in the system. Component documentation shall include the following:</p> <ul style="list-style-type: none">a) Name of supplier including MANUFACTURER's certification of the installed componentsb). Description of the equipment	
---	--

FORM OF TENDER

TO: _____ [Name of Client] _____ [Date]
_____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract and Specifications for the execution of the above named assignment, we, the undersigned offer to provide the items/services and complete such assignment and remedy any defects therein for the sum of Kshs. _____ [Amount in figures] Kenya Shillings _____ [Amount in words]
2. We undertake, if our tender is accepted, to commence the assignment as soon as is reasonably possible after the receipt of the notice to commence, and to complete the assignment in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of _____ [Name of Client]
of _____ [Address of Client]

Witness; Name _____

Address _____ Signature _____

Date _____

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between _____ of [or whose registered office is situated at] _____ (hereinafter called “the Client”) of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called “the Bidder”) of the other part.

WHEREAS THE Client is desirous that the Bidder executes

_____ (name and identification number of Contract) (hereinafter called “the Assignment”) located at _____ [Place/location of the Assignment] and the Client has accepted the tender submitted by the Bidder for the execution and completion of such Assignment and the remedying of any defects therein for the Contract Price of Kshs _____ [Amount in figures], Kenya Shillings _____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Priced Bills of Quantities
3. In consideration of the payments to be made by the Client to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Client to execute and complete the assignment and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Client hereby covenants to pay the Bidder in consideration of the execution and completion of the assignment and the remedying of defects therein, the Contract Price

or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Trust _____

Binding Signature of Bidder _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF BOND

(To be in a Bank's Letterhead)

(To be used with Agreement and Schedule of Conditions of Contract).

KNOW ALL MEN BY THESE PRESENTS that
we.....(SURETY)

of.....

ARE BOUND toMESSRS. CPF Financial Services
Ltd.....(EMPLOYER)

ofP.O. BOX 28938-00200 NAIROBI.

in the sum of KENYA
SHILLINGS.....

.....(KShs.....

to be paid by us to the saidMESSRS CPF Financial Services
Ltd.....(EMPLOYER)

WHEREAS by an agreement in writing dated

(CONTRACTOR)of.....

Contracted with the saidMESSRS. CPF Financial Services Ltd
.....(EMPLOYER)

to (description of works) **Repair/ replacement of aluminium ceiling along the common area at Pension Towers**

.....
in the said agreement particularly described and conformable thereto. NOW THE condition of the above written

bond is such that if the said (CONTRACTOR),
his/their executors, administrators or assignees shall conform to the said agreement then the above written bond to be void otherwise to remain in full force. Provided always and it is hereby agreed and declared that the liability of us to the said.....
(SURETY)

under the above-written bond shall not in any way be discharged or impaired by reason of or any breach or breaches (wilful of otherwise) of the said agreement committed with or without the knowledge or consent of the said

.....
(CONTRACTOR)

by or on behalf of with the knowledge or consent of the said

.....(EMPLOYER)

In witness whereof we have hereunto set our hands this day of

.....

the year

Witness Surety. Authorized by power of

Attorney.
No. _____

FORM OF UNDERTAKING

We

of.....

are willing to act as Surety and to be bound to the Employer in the sum equal to Ten percent (10%) of the Contract Sum, for the due performance by

.....
.....(Tenderer)

of

of a Contract Which he/they contemplate(s) entering into with the Contractor for the repair/ replacement of aluminium ceiling along the common area at Pension Towers to the Form of Bond, a copy of which has been inspected by us without addition of any limitations.

We agree to enter into a Bond under the above mentioned terms when and if called upon to do so.

Signature (Surety)

Date

Witness

To be completed by proposed Surety and returned with Tender Documents.

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Client] _____ (Date)
_____ [address of Client]

Gentlemen,

Ref: _____ [name of Contract]

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ [name and Address of Bidder] (hereinafter called "the Bidder") shall deposit with _____ [name of Client] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Bidder, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Client] on his first demand without whatsoever right of objection on our part and without his first claim to the Bidder, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the assignment to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Client] and the Bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the Bidder pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Client) receives full payment of the same amount from the Contract.

Yours faithfully,
Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

PERFORMANCE BOND

(SPECIMEN BOND)

(To be in the letterhead of the Bank)

WHEREAS (Hereinafter called "the Tenderer") has submitted this tender datedfor Proposed Repainting of Main Stairway Works at CPF House *(name of Contract)*

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called "the Tenderer"), are bound unto(hereinafter called "the Client") in the sum of Kshs..... for which payment well and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to bidders
Or
- 2. If the Tenderer having been notified of the acceptance of his tender by the Client during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to bidders, if required; or
 - (b) fails or refuses to furnish the Performance Bond, in accordance with the Instructions to bidders;

We undertake to pay to the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[date]

[signature of the Bank]

[witness]

[seal]

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box being a resident of

..... in the Republic of ----- do hereby make a statement as follows:

-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of
Tender No. for (insert tender title/description) for
..... (insert name of the Procuring entity) and duly authorized and competent
to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any
corrupt or fraudulent practice and has not been requested to pay any inducement to any
member of the Board, Management, Staff and/or employees and/or agents of
..... (insert name of the Procuring entity) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any
inducement to any member of the Board, Management, Staff and/or employees and/or agents
of (name of the procuring entity).
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with
other bidders participating in the subject tender.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and
belief.

.....
(Title) (Signature) (Date) Bidder's
Official Stamp

CPF requires that the Bidder submitting this tender/quotation, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, CPF;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "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

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the client of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a CPF's financed contract or one financed by the schemes under its administration and or the subsidiary companies if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, such a contract.

We hereby certify that the information above is correct to the best of our knowledge and that we understand it is our responsibility NOT to engage in corrupt or fraudulent practice.

Signed by the Bidder's authorized Representative

.....

.....

Date

.....

Company Stamp:

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

Location of business premises; Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

Maximum value of business which you can handle at any time: Kshs/pound.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.

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:

Name in full . Nationality. Citizenship Details*. Shares.

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer) who has interest in this firm? Yes/No.....(Delete as necessary)

I certify that the information given above is correct.

.....
(Title) (Signature) (Date)

- Attach proof of citizenship