

**BANKI  
KUU YA  
KENYA**



**CENTRAL  
BANK OF  
KENYA**

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**TENDER  
FOR MAINTENANCE OF PHOTOCOPYING MACHINES**

**AT THE CENTRAL BANK OF KENYA NAIROBI –  
HEADQUARTERS AND MARSHALL HOUSE**

**TENDER NO. CBK/007/2013-2014**

**P.O BOX 60000 – 00200  
NAIROBI**

**(CLOSING DATE: THURSDAY 5<sup>TH</sup> SEPTEMBER, 2013 AT 10.30AM)**

## SECTION I: INVITATION TO TENDER

Tender Ref. CBK/007/2013-2014

### COMPREHENSIVE MAINTENANCE PHOTOCOPYING MACHINES AT THE CENTRAL BANK OF KENYA NAIROBI – HEADQUARTERS AND MARSHALL HOUSE

- 1.1 The CENTRAL BANK OF KENYA invites sealed tenders through the CBK Website from eligible candidates for the provision of **MAINTENANCE OF PHOTOCOPYING MACHINES AT THE CENTRAL BANK OF KENYA NAIROBI – HEADQUARTERS AND MARSHALL HOUSE.**
- 1.2 Complete tender documents may be obtained from the office of the Director, Department of Estates, Supplies & Transport on 5<sup>th</sup> Floor, Central Bank of Kenya Head Office, Nairobi from Monday to Friday, between 9.00 a.m. and 2.00 p.m. upon payment of a non-refundable fee of **Kshs 1,000.00 in** Cash or Bankers cheque OR be downloaded from the CBK website; [www.centralbank.go.ke](http://www.centralbank.go.ke) **AT NO COST** to those who choose to download from the website.
- 1.3 Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Green Tender Box No. 3** located at the Front **Entrance to the CBK Building** on Haile Selassie Avenue before the closing stated time on **Thursday 5<sup>th</sup> September, 2013 at 10.30 a.m.** Late bids will not be accepted and will be returned unopened.
- 1.4 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who may choose to attend the opening at the CENTRAL BANK OF KENYA **PRESENTATION ROOM ON 6<sup>TH</sup> FLOOR.**
- 1.5 Tenders must be accompanied by a **Bid Bond** of at least **2% of the tender sum** in the format specified in the tender documents. Failure to attach the bid bond will lead to automatic rejection of the tender.
- 1.6 Prices quoted should be inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.7 Interested eligible candidates may obtain further information from the Office of the **Director, Department of Estates, Supplies & Transport (Tel: +254 20 2861000/2860000 Fax: +254 20 2863497, +254 20 310604),** Central Bank Building, Haile Selassie Avenue, on 5<sup>th</sup> Floor between 9:00 am and 5:00 pm during working days.

**DIRECTOR,**

**DEPARTMENT OF ESTATES, SUPPLIES & TRANSPORT**

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1** 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.
- 2.2.2** The tender document is offered to interested bidders at no cost.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
  - i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form
  - xi) Performance security form

- 2.3.2. 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.

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. 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

## **2.5 Amendment of documents**

- 2.5.1. 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 by issuing an addendum.
- 2.5.2. All prospective tenderers 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 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.

## **2.6 Language of tender**

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged 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.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with clause 2.8,

2.9 and 2.10 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule 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 tenderer 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, pursuant to paragraph 2.22.

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

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

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

**2.11.1** Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

2.12.1 No tenderer security is required for submission of this tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 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 2.12 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.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer shall prepare two copies of the tender, clearly /marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be 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 tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

(a) 2.15.1 The tenderer shall seal the original and the 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. The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the invitation to tender

- 1.8 (b) bear tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE **Thursday 5th September, 2013 at 10.30 a.m.**"
- 2.15.3 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".
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.
- 2.16 Deadline for Submission of Tenders**
- 1.9 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Thursday 5th September, 2013 at 10.30 a.m.**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received and registered at the Director, Department of Estates Management Supplies and Transport (DEST).
- 2.17 Modification and withdrawal of tenders**
- 2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, 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 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 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.



2.17.6 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.

## **2.18 Opening of Tenders**

1.10 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Thursday 5th September, 2013 at 10.30 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity 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 The Procuring entity 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 tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, 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.

2.20.5 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 nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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 The Procuring entity's 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 in paragraph 2.22.4 and in the technical specifications:

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

### **(a) Operational Plan.**

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity have required delivery time will be treated as non-responsive and rejected.

**(b) Deviation in payment schedule.**

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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 tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

**2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 tenderers tender.

**2.24 Award of Contract**

**a) Post qualification**

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary

and appropriate.

2.24.3 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**

2.24.3 Subject to paragraph 2.28 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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.

**2.25 Notification of award**

2.25.1 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.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to clause 2.27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

**2.26 Signing of Contract**

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

- 2.27.1 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.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 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 or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 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;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

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

### **3.1 Definitions**

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor 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

### **3.2 Application**

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

### **3.3 Standards**

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### **3.5 Patent Right's**

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 services under the contract or any part thereof .

### **3.7 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services 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.

- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.8 **Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### 3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's 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.

### 3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### 3.10 **Termination for Default**

The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.

- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

### **3.12 Termination of insolvency**

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor 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 procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor 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.

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

### **3.15 Governing Language**

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.



### 3.16 Force Majeure

The contractor 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.

### 3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### 3.18 Notices

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.

## SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
  1. **Taxes:** All prices quoted shall be inclusive of all Government taxes. Tenderers are requested to ask for clarifications where and if necessary before submitting their tenders.
  2. **Correspondence:** The Bank will not be bound to accept the lowest or any tender, it will be guided by Public Procurement and Disposal Act, 2005
  3. **Service & Warranty:** There will be no additional charges to Central Bank of Kenya for service and maintenance during the contract period.
  4. **Canvassing:** Canvassing directly by the tenderer or by proxy shall lead to automatic disqualification of the tender.
  5. The tenderers must be technically qualified and demonstrate their qualification by response to the requirements made under the evaluation criteria.
  6. Payments will be based on the certified invoices for services provided as per the contract and conformity with the specifications.

## **SECTION V: PRELIMINARY**

### **COMPREHENSIVE MAINTENANCE OF PHOTOCOPYING MACHINES AT THE CENTRAL BANK OF KENYA NAIROBI – HEADQUARTERS AND MARSHALL HOUSE**

#### **1. Tender Conditions**

Tenderers are required to carefully read the following specifications and conditions that will apply when the contract is awarded to the successful bidder and seek any clarification required before submission of their tender.

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

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

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

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

#### **2. The details of the Employer are:**

Central Bank of Kenya  
P.O. Box 60000 -00200  
NAIROBI  
Tel: 2861000  
Fax: 340192  
Email: [comms@centralbank.go.ke](mailto:comms@centralbank.go.ke)

## **The Site of Works**

The site of work shall be the Central Bank of Kenya Headquarters Building, Marshall House.

## **3. Schedule of Equipment**

The schedule of equipment for the contract to be entered into with the successful bidder is as detailed under Section V of this specification. The Tenderer shall confirm details and the condition of the photocopying machines before submitting his/her tender.

## **4. General Scope of Work**

The work involves quarterly inspection and comprehensive maintenance of the listed equipment. This shall include replacement of parts at no additional cost to the Bank. All replacement parts shall be new and of the type and make of the photocopying machines being serviced/repaired. For this matter, the Tenderer shall confirm availability of spare parts for the variety of photocopying machines he/she offers to provide maintenance service under this tender. Failure to provide spare parts after the award of the contract shall lead to termination of the contract with penalties.

Any addition or omission to the number of existing photocopying machines in the signed service contract shall be agreed with the service provider before service can be extended or reduced beyond the existing quantity of photocopying machines in the contract.

## **5. Commencement Date**

The commencement date for the contract with the successful bidder shall be the date to be agreed upon during execution of the contract.

## **6. Contract Period**

The Contract with the successful bidder shall be for a period of one year and may be renewed thereafter for a one year period, subject to agreement

## **7. Payment Procedures**

Payment to the successful bidder shall be made quarterly for work done on the basis of an invoice and job card for the completed service. Job cards shall contain details of work done while invoices shall be for the value of work done in accordance with the contract signed with the successful bidder. Job cards shall be signed by the Bank's representative immediately after each service before being forwarded for payment processing. Payment shall be made to the service provider within one month following the receipt of the invoice and signed job cards by the Bank.

## **8. Performance Bond**

The successful bidder shall at its cost, provide a Performance Bond from an approved commercial bank, in a format acceptable to the Bank and for a sum equivalent to 10% of the annual contract the amount quoted for the quarterly service. The Performance Bond shall be required for the contract period as well as any renewal thereof.

## **9. Penalty for non-performance**

In the event of non-performance of the service provider, the Bank will give the service provider a one month notice giving details of the shortcomings that the service provider is expected to rectify. If the service provider fails to show improvement in his/her performance during the one month notice then the Bank will terminate the contract and call up the Bank Guarantee provided by the service provider.

## **10. Termination of Contract**

Termination of the contract shall be done by either party giving the other a one month notice or due to a force majeure.

## **11. Arbitration**

Any dispute that cannot be resolved amicably between the two parties shall be taken to Arbitration by either party in accordance with the Laws of Kenya

## **SECTION VI: *SPECIAL NOTES TO ALL TENDERERS***

1. The Tenderer shall not alter or otherwise qualify the text of these specifications. Any alteration or qualification made without prior notification to the Employer and receipt of his written authority will be ignored and the text of the specification as printed will be adhered to.
2. The Tenderer will be required to submit his tender in accordance with the specifications and all conditions in this tender document.
3. Tenderers are required to make a site inspection at their own cost to verify the scope of the specified works before tendering. Arrangement for accessing the site during tendering will be made with the Director, Estates Management & Procurement Department. No claims for lack of information will be entertained after opening of the tenders.
4. The Bank will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.
5. All prices entered in the Bills of Quantities shall be **in Kenya Shillings** inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the tender. Therefore, Tenderers are required to ask for clarifications where and if necessary before submitting their tenders.
6. The Tenderer shall include all preliminaries e.g. insurance, security etc in the priced items. A separate claim for preliminaries will not be honoured.
7. The tender shall remain valid for 90 days from the date of tender opening.
8. Payment for the works will be made upon certified sectional completion less retention. No claim for advance payment will be entertained.
9. The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site. He/she will be required to cart away all debris or unwanted materials from the site.
10. Security of the Bank property within the contract works will be the responsibility of the Contractor.
11. Working hours shall be Monday to Friday from 8.00am to 5.00pm except Public Holidays. Working outside these hours will be allowed only with the express authority of the employer.
12. The sites for the works are inside quiet office Buildings. The successful Tenderer will at all times make sure that the client's operations and those the users of the premises are **NOT** subjected to undue inconvenience throughout the entire contract period.
13. If the supplier has any specific conditions with regard to this tender he should specify them with the tender. Such conditions will not be accepted after the award of the tender.

## SECTION VII: EVALUATION PROCEDURE

Evaluation of tenders will be conducted based on the tenderers response to the mandatory requirements and their scores in the technical requirements. To progress for technical evaluation, the tenders must satisfy all the mandatory requirements. To progress to financial evaluation, the tenders must **score 75% and above** on Technical Evaluation. Those who pass both the mandatory and technical evaluation shall have their prices evaluated and the lowest evaluated bid will be considered for award of the tender

### TENDER QUALIFICATION AND AWARD

#### I. MANDATORY REQUIREMENTS (MR)

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

##### A. Mandatory Requirements (MR)

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

| No   | Requirements   | Responsive or Not Responsive |
|------|--|------------------------------|
| MR 1 | Provide documentary evidence of the company's Certificate of Incorporation (legal structure)   |                              |
| MR 2 | Provide copy of the company's current Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up to the tender closing date           |                              |
| MR 3 | Submit a completed company's profile using the Confidential Business Questionnaire attached as appendix 1 to this tender document.                                 |                              |
| MR 5 | Provide copies of audited accounts for the company for the last two consecutive accounting   |                              |
| MR6  | Provide a bid bond (Tender Security) of at least 2% of the tender sum. The bind bond should be valid for up to thirty (30) days beyond the tender validity period. |                              |
| MR7  | Provide Manufacturer's letter of Authorization confirming that the company is authorised as maintenance service provider for branded photocopying machines         |                              |

##### B. TENDER AWARD RECOMMENDATION

The tenders that pass Mandatory Requirements will be subjected to further stages of evaluation: ie Technical and financial evaluation.

**A. TECHNICAL EVALUATION (Evaluation on competence and capacity)**

|    | Evaluation Attribute   | Tenderer's Response | Weighting Score  | Max Score % |
|----|--|---------------------|--|-------------|
| T1 | Number of years in the business of Photocopy services  |                     | <ul style="list-style-type: none"> <li>• 10 Years and above: <b>10%</b></li> <li>• Others prorated at:<br/><math>\frac{\text{Number of years} \times 10}{10}</math></li> </ul> | <b>10</b>   |
| T2 | Provide a list of all prime clients to which the company has done similar work each valued at Kshs <b>500,000</b> and above in the last 3 years                          |                     | <ul style="list-style-type: none"> <li>• 5 or more clients: <b>30%</b></li> <li>• Others prorated at:<br/><math>\frac{\text{Number of clients} \times 30}{5}</math></li> </ul> | <b>30</b>   |
| T4 | Number of qualified technicians with Artisan Grade 1 Certificate or above in electronic engineering field or equivalent qualification ( Provide evidence in form of CVs) |                     | 5 marks for every qualified technician to a maximum of six technicians   | <b>30</b>   |
| T5 | Financial Stability (Liquidity)<br><br>a) Profitability Margin   |                     | At least 20%= 15 marks<br>6-19% =10 Marks<br>1-5%= 5Marks<br>Below 1% =0 Mark  | <b>15</b>   |
|    | b) Current Ratio   |                     | above 1:1 get 15 marks<br>0.5:1 5 marks<br>Below 0.5: 0 Marks  | <b>15</b>   |
|    | <b>Total</b>   |                     |  | <b>100</b>  |

**Note:**      **Profitability Margin**      =       $\frac{\text{EBIT}}{\text{Capital} + \text{Reserves}}$

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

✓ **EBIT**      =      Earnings Before Interest and Taxes

**C. FINANCIAL EVALUATION ( PRICE)**

Only the bidders' that **scores 75%** and above on technical evaluation will qualify to proceed for financial evaluation stage. Financial evaluation shall comprise checking the completeness and accuracy of the tender including correctness of the figures entered in the price schedule. After correction of errors the lowest on price among those qualified tenders as detailed above will be recommended for award of the tender.

## **SECTION VIII: TECHNICAL SPECIFICATIONS**

The work involves monthly preventive maintenance of the twenty nine (29) photocopying machines. This shall include replacement of parts at no additional cost to the Bank. All replacement parts shall be new and of the type and make of the photocopying machines being serviced/repaired. For this matter, the Tenderer shall confirm availability of spare parts for the variety of photocopying machines he/she offers to provide maintenance service under this tender.

The scope of work shall therefore be comprehensive including but not limited to the following:

- 5.1. Provide replacement of parts necessary to ensure the uninterrupted operation of the photocopying machines which shall include and not limited to the following parts only; power transportation, Mechanical gears, feed rollers, Transport belts, transfer blocks, main printer circuit board.
- 5.2. The contract shall cover cost of labour and transport to customers premises
- 5.3. Consumable such as toners, drums, rollers and blades will not be covered under this contract.
- 5.4. The supplier to cover both preventive maintenance and repairs
- 5.5. Without reasonable delay provide a replacement unit if unable to restore the equipment to its normal status.
- 5.6. The supplier undertake the responsibility to service the machines in the attached appendix, twice a month and on an understanding that genuine /original spares parts/ consumables as recommended by the supplier are purchased from the supplier at the prevailing market rate.

Any addition or omission to the number of existing photocopying machines in the signed service contract shall be agreed with the service provider before service can be extended or reduced beyond the existing quantity of photocopying machines in the contract.



**SECTION IX: PRICE SCHEDULE OF SERVICES****MAINTENANCE OF PHOTOCOPYING MACHINES AT THE CENTRAL BANK OF KENYA NAIROBI – HEADQUARTERS AND MARSHALL HOUSE**

(Insert quarterly and annual service fee for each item as provided)

| s/n   | Make    | Model          | Serial No.  | Office            | Remarks |
|-------|---------|----------------|-------------|-------------------|---------|
| Lot 1 |         |                |             |                   |         |
| 1.    | Cannon  | IR3300         | UHL03434    | Bank Secretary    |         |
| 2.    | Cannon  | IR3300         | UHL02700    | IMS               |         |
| 3.    | Cannon  | MF5770         | SPL12121    | Governor's        |         |
| 4.    | Cannon  | MF5770         | SFM 17776   | Swift             |         |
| 5.    | Cannon  | MF5770         | SFM 17734   | AD, Ext. Payments |         |
| 6.    | Canon   | IR3300         | UHL 01615   | Staff Clinic      |         |
| Lot 2 |         |                |             |                   |         |
| 1.    | Kyocera | KM 5035        | AJM 3017706 | Research          |         |
| 2.    | Kyocera | KM5035         | AJM 3002768 | NDO               |         |
| 3.    | Kyocera | KM 3035        | AJK 3057702 | Internal Audit    |         |
| 4.    | Kyocera | KM 3035        | AJK 3028660 | External Payments |         |
| 5.    | Kyocera | KM 3035        | AJK 3028661 | PA to Governor    |         |
| 6.    | Kyocera | KM 3035        | AJK 3057700 | Legal             |         |
| 7.    | Kyocera | KM3035         | AJK 3045741 | Banking           |         |
| 8.    | Kyocera | KM 3035        | AJK3057696  | COBA              |         |
| 9.    | Kyocera | KM 3035        | AJK 3057716 | BFID              |         |
| 10.   | Kyocera | KM 3035        | AJK 3057416 | Transport         |         |
| 11.   | Kyocera | KM C 3232E     | PAV 8902449 | NDO               |         |
| 12.   | Kyocera | KMC 3232E      |             | NPS               |         |
| 13.   | Kyocera | KMC3232E       | PAV 8602047 | BSD               |         |
| 14.   | Kyocera | KM 3050        | PAH 8602047 | Governor's        |         |
| 15.   | Kyocera | TA- 820        |             | BSD               |         |
| 16.   | Kyocera | FS 1116<br>MFP | XLS 7714656 | Director HR & Adm |         |
| 17.   | Kyocera | KM 3035        | AJK 3057709 | BSD               |         |
| 18.   | Kyocera | TA 8000i       | N4Q2100489  | Finance           |         |
| 19.   | Kyocera | TA 8000i       | N4Q2100521  | HR PMAS           |         |
| 20.   | Kyocera | TA 8000i       | N4Q2100518  | HR Admin          |         |
| 21.   | Kyocera | TA 8000i       | N4Q2100536  | DEST              |         |
| 22.   | Kyocera | TA 8000i       | N332307691  | MODM              |         |
| 23.   | Kyocera | TA 8000i       | N4Q2900976  | HR Registry       |         |

## SUMMARY PAGE

### MAINTENANCE OF PHOTOCOPYING MACHINES AT THE CENTRAL BANK OF KENYA NAIROBI – HEADQUARTERS AND MARSHALL HOUSE

|   | Annual Cost<br>(Kshs) | Remarks |
|---|-----------------------|---------|
| Lot 1                                   |                       |         |
| Lot 2                                   |                       |         |
| Sub Total for the above Brought forward |                       |         |
| VAT 16%                                 |                       |         |
| Grand Total to Form of Tender           |                       |         |

#### Undertaking:

We M/s \_\_\_\_\_

---

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

in words:

Kenya Shillings \_\_\_\_\_

- 
1. Our tender will remain valid for \_\_\_\_\_ days (not less than 90 days) from the date of Tender opening.
  2. Our terms of payment shall be: \_\_\_\_\_

## **SECTION X:        STANDARD FORMS**

### **Notes on the sample Forms**

1.     Form of Tender-The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2.     Confidential Business Questionnaire Form -     This form must be completed by the tenderer and submitted with the tender documents.
3.     Tender Security Form- When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.
4.     Contract Form -     The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5.     Performance Security form- The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.
6.     Bank Guarantee for Advance Payment- When there is an agreement to have Advance payment, this form must be duly completed.
7.     Manufacturer's Authorization Form- When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.
8.     Declaration Form     - This form must be completed by the tenderer and submitted with the tender documents.

**SECTION XI:****FORM OF TENDER**

Date \_\_\_\_\_

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

Director,  
Estates Management and Procurement  
Central Bank of Kenya  
P.O. Box 60000 – 00200  
NAIROBI

Dear Sir,

**COMPREHENSIVE MAINTENANCE OF PHOTOCOPYING MACHINES AT THE  
CENTRAL BANK OF KENYA NAIROBI – HEADQUARTERS AND MARSHALL HOUSE**

- 1 Having examined the tender documents including Addenda and, in accordance with the Instructions to Tenderers and Specifications for the execution of the above works, we, the undersigned offer to undertake the above works to the entire satisfaction of the Bank for the annual fee of:

Amount of Tender (Annual Fee): Kshs .....for Lot  
No(s).....

In words, Kenya Shillings: .....

.....

- 2 We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3 If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by .....(*Procuring entity*).
- 4 We agree to abide by this Tender for a period of ..... [*number*] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 5 This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Name of Contractor: .....

Signature of the first Director .....

Address.....

.

.....

Date.....

Signature of the second Director .....

Address.....

.....

Date.....

Company Seal .....

.....

.....

## SECTION XII: FORM OF TENDER SECURITY (Sample)

**WHEREAS**..... (hereinafter called "the Tenderer") has submitted his tender dated..... **FOR PROVISION MAINTENANCE SERVICES FOR PHOTOCOPYING MACHINES FOR THE CENTRAL BANK OF KENYA** know all people by these presents that WE,

.....  
having our registered office at .....(hereinafter called "the Bank"), are bound unto CENTRAL BANK OF KENYA (hereinafter called "the employer") in the sum of Khs ..... for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this.....day of .....2013

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
(Date)

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

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

\_\_\_\_\_(Seal)

### **SECTION XIII: CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

#### **PART I: GENERAL INFORMATION**

- a) The questionnaire must be fully and comprehensively completed in all respects.
- b) Information given by the applicant shall be treated in strict confidence.
- c) Any information given and later found to be incorrect shall lead to disqualification of the tenderer.
- d) Deliberately incorrect information leads to disqualification of the application.
- e) Canvassing will lead to automatic disqualification of the applicant.

#### **PART II: BIDDER DETAIL**

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

|    |  |                                    |                          |
|----|--|------------------------------------|--------------------------|
| 1) | Provide documentary evidence of the registered name and number of your company and date of Registration. |                                    |                          |
|    | <b>Company Name</b>  | <b>Company Registration Number</b> | <b>Registration Date</b> |
|    |  |                                    |                          |
| 2) | Give full details of your Bankers.   |                                    |                          |

#### **PART III: CONTACT PERSON(S) DETAIL**

|    |   |  |
|----|---|--|
| 3) | Provide the contact person (s) name(s), addresses, phone numbers etc. |  |
|    | <b>Contact Person Name</b>  |  |
|    | <b>Landline Telephone Number</b>                                      |  |

|    |  |   |
|----|--|---|
|    | <b>Cellular Telephone Number</b>   |   |
|    | <b>Facsimile Telephone Number</b>  |   |
|    | <b>E-mail</b>  |   |
|    | <b>Postal Address</b>  |   |
|    | <b>Physical Address</b>  |   |
| 4) | Please provide evidence of the registered street and postal addresses of the bidding organization  |   |
|    | <b>Registered Street Address</b>   | <b>Registered Postal Address of your organisation</b> |
|    |  |   |
| 5) | Please provide evidence of current registration with relevant regulatory body within your industry, if any, including ISO reference or proof of the award. |   |

#### **PART IV: BIDDER ORGANIZATION PROFILE**

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



## **PART V: BIDDING ORGANISATION'S CLIENT BASE**

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

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

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

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

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

## **PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY**

| 12)      | Provide audited financial statements for the last three financial years. The supply of these financial statements will be mandatory for your tender to be considered responsive.  |          |          |
|----------|---|----------|----------|
| 13)      | State whether you are currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability).<br><br>If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated?<br><br>If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder's financial position or its ability to successfully and timorously implement any contract which may be awarded to it pursuant to this Tender? |          |          |
| 14)      | Have you ever:  |          |          |
|          | <table><tr><th>Question</th><th>Response</th></tr></table>  | Question | Response |
| Question | Response  |          |          |

|  |  | Yes | No |
|--|--|-----|----|
|  | Forfeited any payment on a contract?                               |     |    |
|  | Been declared in default of a contract?                            |     |    |
|  | Negotiated the premature termination of a contract?                |     |    |
|  | Had an uncompleted contract assigned to another solution provider? |     |    |

#### **PART VII: TECHNICAL SUPPORT & CAPACITY BUILDING**

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

#### **PART XIII: CERTIFICATION**

|  |   |
|--|---|
|  | <p>I/We do hereby certify that the above information is correct in all respects.</p> <p><b>FULL NAME:</b> .....</p> <p><b>DESIGNATION/POSITION:</b> .....</p> <p><b>SIGNATURE:</b> .....</p> <p><b>DATE:</b> .....</p> <p><b>COMPANY SEAL AND/OR STAMP:</b> .....</p> |
|--|---|

## SECTION XIV: CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between  
..... [*name of Procurement entity*] of ..... [*country of Procurement entity*]  
(hereinafter called “the Procuring entity”) of the one part and ..... [*name of  
tenderer*] of ..... [*city and country of tenderer*] (hereinafter called “the tenderer”) of the  
other part;

WHEREAS the Procuring entity invited tenders for [certain goods ] and has accepted a tender by  
the tenderer for the supply of those goods in the sum of ..... [*contract price  
in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively  
assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this  
Agreement viz:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer
  - (b) the Schedule of Requirements
  - (c) the Technical Specifications
  - (d) the General Conditions of Contract
  - (e) the Special Conditions of contract; and
  - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as  
hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the goods  
and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions  
of the goods and the remedying of defects therein, the Contract Price or such other sum as may  
become payable under the provisions of the Contract at the times and in the manner prescribed by  
the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance  
with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_  
\_\_\_\_\_)

## SECTION XV: MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]* .....

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[name and/or description of the goods]* having factories at ..... *[address of factory]* do hereby authorize ..... *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

\_\_\_\_\_  
*[signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by an authorized person.

## SECTION XVI: DECLARATION FORM

To \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Title Signature Date

(To be signed by authorized representative and officially stamped)