

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER DOCUMENT

**TENDER FOR SUPPLY, DELIVERY AND TESTING OF CURRENCY
PROCESSING EQUIPMENT TO CENTRAL BANK OF KENYA**

TENDER NO. CBK/41/2017-2018

CLOSING DATE: 24TH JANUARY, 2018 AT 10:30 A.M

GUIDELINES IN PREPARATION OF BID DOCUMENT

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

1. **Section I - Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II - Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up-to the award stage including notification of award to the successful bidder. "Appendix to Instruction to Tenderers" customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes Section I - Invitation to Tender; Section II - Instruction to Tenderers, including Appendix to Instruction to Tenderers; and section III - General Conditions of the Contract, including Special Conditions of Contract	These Sections remain as they are in the tender document.
2	Copy of Certificate of Incorporation or Business Registration Certificate	
3	Copy of Tax Compliance Certificate valid at least up-to the date of tender opening	
4	Copy of manufacturers authorization of the equipment quoted	
5	Financial proposal containing priced schedules	Prices quoted to be inclusive of taxes
6	Duly filled and signed Form of Tender in the format provided in the tender document	
7	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
8	Copy of Company profile. This should include testimonials of technical personnel, list of similar contracts done previously with supporting documents e.g. LPOs and Contracts.	
9	Duly filled and signed declaration form in the form provided	
10	Bid document to be serialized on all pages	

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SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites eligible firms to submit sealed tenders for **Supply, Delivery and Testing of Currency Processing Equipment to the Bank.**

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

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

4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.

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

6. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in the **Green Tender Box No. 3** located at the **main entrance to the CBK Building** on Haile Selassie Avenue before **24th January, 2018 at 10.30am.**

7. Tenders will be opened immediately thereafter, i.e. on **24th January, 2018 at 10:30am** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya Head Office, DPLS Conference Room on 5th Floor.**

Ag. DIRECTOR,
DEPARTMENT OF PROCUREMENT & LOGISTICS SERVICES

SECTION II: INSTRUCTIONS TO TENDERERS

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SECTION II: INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

2.6 Amendment of Documents

2.6.1 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 amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29 and furnishing the performance security, pursuant to paragraph 2.30
- 2.14.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

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

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (*day, date and time of closing*)

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*day, date and time of closing*).

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.8
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 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.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (the place specified in the invitation to tender). The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

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

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 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

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

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

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

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

2.28.1 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.

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

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

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

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

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

2.30 Performance Security

- 2.30.1 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.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.29.3 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

- 2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing 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 to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;
- 2.31.2 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.
- 2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The eligible tenderers are firms dealing in supply of currency equipment
2.3.2	Tender document shall be downloaded from IFMIS website or CBK website at no cost
2.11.1	All Prices to be quoted in Kenya Shillings.
2.14.1	Tenders must be accompanied by a Tender Security of Kshs. 50,000.00 , valid for 150 days in the format provided in this tender document.
2.15.1	Tender shall remain valid for 120 days after the date of tender opening.
2.16.1	Only one “ ORIGINAL TENDER DOCUMENT ” will be submitted.
2.17.2(b)	The outer envelopes shall bear the tender number and name in the Invitation to Tender and the words “ DO NOT OPEN BEFORE 24th January, 2018 at 10.30 am ”
2.18.1	Tenders to be received not later than 24th January, 2018 at 10.30 am
2.20.1	The place of opening is as indicated in the tender document
2.30.1	No Performance security shall be required

2.27 Evaluation criteria

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

1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2: Compliance with Technical Specifications as provided in section VI.
3. Stage 3: Compliance with Technical Requirements on Capacity to Deliver the contract
4. Stage 4: The Financial Evaluation
5. Stage 5: Recommendation of Award

Stage 1: Mandatory Requirements (MR)

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

No	Requirements	Tenderers Response
MR 1	Provide documentary evidence of the company's Certificate of Incorporation / Business Registration Certificate	
MR 2	Provide copy of the company's Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA) valid at least up-to the date of tender opening	
MR 3	Provide Tender Security of Kshs. 50,000.00, valid for 150 days in the format provided in this document	
MR 4	Provide manufacturers authorization of the equipment quoted	

Bidders complying with all the above Mandatory Requirements will proceed to the second stage of technical evaluation on equipment specification.

Stage 2: Evaluation on Technical specification on equipment specification;

Bidders meeting all the Mandatory Requirements will be subjected to technical evaluation on each equipment specifications to determine whether the item quoted meets technical specifications given in **section VI** of this document. Bidders meeting the technical specifications of any one of the equipment will be progressed to stage 3 of the Technical Evaluation on Capacity to deliver the contract.

Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Tenderers meeting the technical specification of any one of the equipment in stage two will have their bids subjected to Technical Evaluation on capacity to deliver the equipment based on technical parameters given in the table below.

	Evaluation Attribute	Weighting Score	Max Score %	Tenderer's Response
T1	Number of years in the business for supply of currency or related equipment	• 6 marks for each year upto a maximum of 30 marks	30	
T2	Provide a list of at least 5 clients with contact details for which similar equipment have been supplied	• 6 marks for every client upto a maximum of 30 marks	30	
T3	Provide a list of at least two technician/ engineers in the company qualified in installation and or service of currency equipment. Tenderers MUST attach CVs and copies of relevant educational and professional certificates.	• 10 marks for each qualified staff upto a maximum of 20 marks	20	
T4	Delivery period	• Shortest delivery period - 20% • Others prorate as follows: <u>Shortest delivery period</u> *20 Delivery period quoted	20	
	Total		100	

Bidders scoring 75% and above at this stage will have their bids subjected to financial evaluation.

Stage 4: Financial Evaluation

Bidder scoring 75% and above in stage three will be subjected to financial evaluation. The financial evaluation will involve checking of arithmetic errors and completeness of the bid.

Stage 5: Recommendation of Award

The lowest evaluated bidder for each item will be recommended for consideration of award.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the

Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

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

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 Delivery and Documents

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract.

3.11 Insurance

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

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

3.14. Assignment

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

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

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

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

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

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

General conditions of contract reference	Special conditions of contract
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (C)	The goods to be supplied are currency processing equipment
3.1 (d)	The procuring entity is Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi
3.7	No performance security shall be required for this tender
3.10	a) Delivery and installation of the equipment shall be made by the bidder to the Bank's premises at CBK Building along Haile Selassie Avenue Nairobi. b) Upon delivery and installation of the equipment, the bidder shall notify the Bank and forward the following documents to the Bank: (i) Copies of the supplier invoice showing equipment description, quantity, unit price, total amount and Local Purchase Order number (LPO). (ii) Delivery note giving details as (a) above. (iii). Delivery Times: Deliveries shall not be made after 3.00 PM
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: (i) payment for the equipment shall be made in Kenya shillings upon certified deliveries (ii) there shall be no advance payment under this contract (iii) Payment will be made by the Bank, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Bank
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law of competent jurisdiction in Kenya
3.19	The laws of Kenya shall apply

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

No.	Item Description	Quantity	Unit cost	Total cost	Make/Model
1.	Heavy Duty Coin Sorting Machine	3			
2	Multi-Currency Sorting Machines	2			
3	Banknotes Strapping Machines	3			
4	Counterfeit Note Detectors	12			
5	Cheque Reader	8			
6	Coin Counting Machines	3			
7	Desktop Note Counting Machines	16			
8	Desktop Banknote Sorting Machines	4			
Total Cost in Kshs.					

Delivery schedule in Weeks _____

Signature of tenderer _____

SECTION VI: TECHNICAL SPECIFICATIONS

The minimum specification for each item below should be met. Failure to meet any of the technical specific features of the item will lead to disqualification for that specific item. However, minor deviations of the specification offered from the given minimum specifications that do not materially affect the functionality of the equipment will be waved at the discretion of the procuring entity.

6.1 Technical Specifications for Heavy Duty Coin Sorting Machine

No.	Specifications	Bidders Response	Compliance (YES/NO)
	Main Features		
1.	Hopper tray/ pan (large volume with over 10,000 coins)		
2.	Multiple counting modes		
3.	Network to PC option connection		
4.	Printer option capability		
5.	Stand alone with castors for portability		
6.	Coin validation for accurate totals and bag stops. That also enables rejection of mutilated coins		
7.	Touch panel display or Key pad with 32 characters display (Digital processing)		
8.	Bag overflow auto stop		
9.	Quick release bag holder (Coin tubing with ring)		
10.	Programmable exact Bag stops		
11.	Automatic oiling system		
12.	Error display capability		
13.	In-build memory with battery back-up		
	Minimum Technical Specifications		

14.	Process speed - Minimum counting speed of 3,000 coins per minute.		
15.	Coin counting and sorting up to nine Kenyan Coins denominations and rejection of foreign coins, counterfeit coins, tokens etc.		
16.	Easy to program coins to be counted & sorted		
17.	Tilt sensor for easy cleaning of coin rail		
18.	Coin Dimensions to be processed - Coin Size - Diameter - 15mm to 34mm - Coin Thickness - 1mm to 3.5mm range		
19.	Hopper capacity 10,000 coins		
20.	Programmable bag stops (by number and/or Value)		
21.	Power supply of 110 – 240 Vac 50 Hz		
22.	Sorting accuracy – 99.99%.		
23.	Standard RS232 ports for interface with other systems		
24.	To come with operation manual		
25.	Training of 6No. Banks technical team on service and maintenance of the machine at the Suppliers Premises (Bidder to quote for cost of training only subsistence cost of the trainees to be met by the Bank)		
26.	To come with service and maintenance manual		
27.	Provide spare parts and consumable to last 1 year.		
28.	One-year manufacturer's guarantee and 2 years' warranty		

6.2 Technical Specifications for Multi-Currency Sorting Machines

No.	Specifications	Bidders Response	Compliance (YES/NO)
1.	Detection Intelligent counterfeit detecting functions: infrared, magnetic print, spectrum analysis of security ink, by optical density, by size, Digital spectrum, Fluorescence, Penetration, watermark detections etc. Double Detector		
2.	Accuracy of counterfeit discrimination a) 100%		
3.	Currency to be validated b) Kenya Shillings c) Tanzania Shillings d) Uganda Shillings e) Rwandese Francs f) Burundian Francs g) US Dollars h) British Pound i) Euro j) South African Rand and possibility of additional two currencies		
4.	Large color LCD display with Graphics User Interface (GUI) - Currency - Denomination - Value - Total count		
5.	Hopper Capacity: ≥ 400 notes (circulated notes) (≥ 300 Mint)		
6.	Stacking pockets: - Variable capacity 100 - 250 notes - Reject pocket of 20 up to a max of 100 pieces		
7.	Feed and transport System: Roller friction system		
8.	Count speed - Piece Count variable up to 1500 notes/min - Denomination Count variable up to 1200 notes/min - Serial number Count variable up to 800 notes/min		
9.	Self-checking/testing		
10.	The computer interface: - convenient for software upgrading - easy to upgrade the machine in case of new		

	generation of banknotes or counterfeit passing through • User software (end user tool) to save and track each transaction by date, customers name, currency being processed, Value and serial number. This software is to be installed into client's computer with no extra cost • An interface port for transmission of count-totals and bank-note serial numbers to the computer PC.		
11.	Alarm: • display the code of alarm after voiced alarm • reject the banknote		
12.	Technical service and operation Manual: provide copy of the bronchus/catalogue • Both in English		
13.	Warranty : One year		
14.	Computer Interface: • Use software (end user tool) to save and track each transaction by date, customers name, and serial number • An interface port for transmission of count-totals and bank-note serial numbers to the computer PC. Computer software to capture the detail of the currency being process i.e. currency, serial number and value		
15.	Provisions: • Provision for service tools/toolkits included (specify tools to be supplied and prices) • supply of spare parts, wearing parts/consumables to last for at least one year (specify items to be supplied and prices) • Training of six 6No. Bank's Technicians/Engineers after installation & commissioning at the Suppliers Premises (Bidder to quote for cost of training only subsistence cost of the trainees to be met by the Bank) • Technical documentations in English • Operators training manual in English		
16.	Operating Conditions • Safety compliance CE • Sound level Less than 80 dB (A) at 1 meter • Power supply AC100-250V, 50Hz • Environment Temperature 15-35°C, 60-95°F • Humidity (non-condensing) 40-90% • Very soft clay type of soil on the banknotes		

6.3 Specifications for Banknote Strapping Machines

No.	Specifications	Bidder's Response	Compliance (YES OR NO)
	Minimum Specifications		
1	Minimum package size (cm) - 6cm x 12cm		
2	Power supply -240V 50 Hz		
3	Maximum package -Any size		
4	Strap width - 6mm, 9mm, 10mm,		
5	Max. Tension - 4 to 60 Kg		
6	Speed - 2.5 Sec/strap		
	Features		
7.	Sensor controlled heating system: consistent, high-efficiency seals. 90% heat seal joint efficiency.		
8.	Electronic Tension Control: Consistent, exact tension, with range of 4 to 60 Kg		
9.	Adjustable welding time: Efficient seals, even under extremely high tension.		
10.	24V power: unparalleled safety.		
11.	Full size durable frame which adjusts to your working height		
12.	Stainless steel table top		
13.	3 year guarantee on heating element: "2 year warranty on machine".		
14.	Automatic motor shut off if not used with 15-60 seconds.		
15.	High-speed transmission with electromagnetic clutch.		
16.	Unique heater element that can reach operating temperature in 5 seconds with adjustable temperature control.		
17.	Feed button control		
18.	Different tensile strength strap for heavier applications		
19.	Simple touch reset button		

20.	Reversible cutter blade		
21.	All electrical power cut off when door or table top is open		
22.	Hinged or interlocked cover for safety and easy access		
23.	Castors for portability		
24.	Adjustable package guide		
25.	Service, operation and Technical manual		
26.	Provide spare parts list with pricing		
27.	Training of six 6No. the technicians on maintenance at the suppliers Premises (Bidder to quote for cost of training only subsistence cost of the trainees to be met by the Bank)		
28.	Provision for the necessary service tools/toolkits		

6.4 Specifications for Counterfeit Note Detectors/Scanners

No.	Specifications	Bidder's Response	Compliance (YES OR NO)
1.	White backlight		
2.	ultraviolet light		
3.	Magnetic security detection		
4.	Infrared (IR) detection features		
5.	Magnifying glass- see micro-printings by direct white light with 10 times magnification		
6.	Ruler for Size measurements on the working surface, mm		
7.	Display's image color		
8.	Power supply, 100-250Vac/50 Hz		
9.	Energy saving sensor, automatically turn on / turn off feature		
10.	Verification of water marks, micro perforations, security threads and combined images by white backlight		
11.	Monitor: Color TFT LCD -monitor 7" (16:9 / 4:3 diagonal)		

12.	Number of Pixel: RGB 800(h)×600(v) pixels or more		
13.	Two-band IR (IR optical diodes 940/850nm)		
14.	Ultraviolet lighting (2×6W UV-lamp 365nm)		
15.	Top White lighting (2.5W Optical diode)		
16.	Side White lighting (1.5W Optical diode)		
17.	Bottom white lighting (4W Optical diode)		
18.	Warranty : One year		

6.5 Specifications for Cheque Reader

No.	Specifications	Bidder's Response	Compliance (YES OR NO)
1.	Performance Track Speed: Not less than 100 documents per minute (100 DPM Track Speed in continuous feed operation)		
2.	Document Feeder: - Standard Automatic Document Feed Hopper, to hold approximately 100 documents of varying heights, lengths and widths - Holding up to 100 documents, with pressure plate. - Double feed detection with Ultrasonic technology		
3.	Reader, MICR, OCR: - Dual Font Reader - Magnetic Fonts CMC7 and E13B - OCR-A/OCR-B/Universal Character (Optical Character Recognition to enhance MICR Read)		
4.	Imaging Capture Module Image - Front and rear Image Capture (up to 5 images (3 front and 2 rear in one document pass) - Image resolution: 100, 200 or 300 dpi. - Black-and-white CCITT image compression at 200 dpi - Image format: Bitmap in B/W, 256 shades of gray, Color (Fast and True), dropout mode. - TIFF, JPEG, and G4 compression. - Contact Image Sensor (CIS) technology (front		

	and rear)		
5.	Endorser • Programmable ink-jet endorser with intelligent printing capability • Multi-line text and/or bitmap capability • Back-side Endorser (Front is optional) • Front and Rear Inkjet cartridge with Automatic inkjet cartridge detection and ink level monitoring. • Font and color flexibility • user-defined graphics bit-map • Adjustable height positions		
6.	Output Pockets • Exit pocket capacity: 50 documents or more • Pocket empty and full detection sensors • Single document exception pocket		
7.	Communication Interface • USB 2.0 high-speed		
8.	Supported Software • Windows 10 and above Operating System		
9.	Firmware Compatible with Panini Vision API control (Panini Universal Installer 4.4.x)		
10.	Documentation • Technical Service • Equipment Manufacturer's Brochure Operations Manual		
11.	Others • Table-mounted (countertop) Any other standard features, accessories, service, documentation and software necessary for the satisfactory operation of the Cheque reader.		
12.	Warranty : One year		

6.6 Specifications for Coin Counting Machines

No.	Specifications	Bidder's Response	Compliance (YES OR NO)
1.	Process speed - Minimum Counting speed of 3,000 coins per minute.		
2.	Counting Method, Electronic Counting		

3.	LED Display Count 5-digit, Batch Pre-set 4-digit.		
4.	Robust design, which prevents any kind of wear and tear		
5.	Coin Dimensions to be processed - Coin Size – Diameter – 15.0 mm to 35.0 mm - Coin Thickness – 1.0 mm to 3.5 mm range		
6.	Minimum Hopper capacity of 6,000 coins		
7.	An automatic coin feeding and a cover reducing noise and dust.		
8.	Pre-set Batches (2,000 1,000 500 100) or any number up to 9,999.		
9.	Coin validation for accurate totals and bag stops. That also enables rejection of mutilated and small coins (Coin discrimination capability)		
10.	Quick release bag holder (Coin tubing with ring)		
11.	Power supply of 110 – 240 Vac 50 Hz		
12.	Counting accuracy – 99.99%.		
13.	Standard RS232 ports for interface with other systems		
14.	To come with operation manual		
15.	To come with service and maintenance manual		
16.	Provide spare parts and consumable to last 1 year.		
17.	Provide spare parts list with pricing		
18.	One-year manufacturer's comprehensive warranty.		

6.7 Specifications for Desktop Note Counting Machines

No.	Specifications	Bidder's Response	Compliance (YES OR NO)
	Features		
1.	Heavy duty desktop currency counter		
2.	The machine should run smoothly, fast and reliable in processing banknotes		
3.	Easy to use		
4.	The large LCD display and touch pad.		

5.	Detection options: • UV - checks banknote paper for fluorescence • CDA - measures the presence of magnetic ink • MTD - checks for the presence of metal thread		
6.	Banknotes size range - 51mm x 102mm to 108mm x 241mm		
	Technical Specifications		
7.	Banknotes path - Less than 15 cm		
8.	Hopper capacity - 500 serviceable banknotes		
9.	Machine Speeds of up to - 1750 notes per minute.		
10.	Throughput speeds - 500/1000/1750 notes per minute		
11.	Stacker capacity - 200 notes		
12.	Batching capacity - Variable 1-999		
13.	Power supply - 115Vac-240 V ac, 50/60Hz,		
14.	Provide technical and user manual with machines		
15.	Provide cleaning and servicing tools		

6.8 Specifications for Desktop Banknote Sorting Machines

No.	Specifications	Bidder's Response	Compliance (YES OR NO)
	Features		
1.	Speed - Min 600 Notes per Minute(10 banknotes per second)		
2.	Through Put - Continuous feed		
3.	Efficient - Powerful, reliable and accurate		
4.	Pockets • Minimum of 4 Pockets and 1 reject pockets • Reject pocket capacity ~ 150		
5.	Sorting Modes • by denomination		

	• by straight count with authentication • by facing/ orientation • by Fit /Unfit • ATM/Fit/Unfit • By straight count without authentication • By mix denomination All above in one run		
6.	Banknote Sorting Criterion Definition Soiling - general spread of dirt across the entire banknote to unserviceable pocket Limpness - structural deterioration resulting in lack of stiffness to unserviceable pocket Dog - eared Corner - corner folds more than 25mm ² to reject pocket Tears - lengthwise and crosswise cuts to reject pocket Holes - banknote holes of more than 5mm diameter to unfit Mutilation - reduced banknote length or width to reject pocket Repairs - sections of the same banknote joined together by tape to reject pocket Composed Banknotes - a banknote made up of sections of different banknotes to reject pocket Stain - localized concentration of dirt to unserviceable pocket Crumples - multiple random folds to unserviceable pocket De-inked Banknotes - lack of ink on part or all of a banknote to reject pocket Folds - folds reducing banknote length or width to unserviceable pocket		
7.	Display - LCD-Display		
8.	Countable Banknote Size -50 x 85 mm ~ 110 x 185 mm		
9.	Thickness - 0.06~0.12 mm		
10.	Hopper Capacity - approx. 500 used Notes		

11.	Pocket Capacity - 100 Notes/Pocket		
12.	Stop Quantities - variable		
13.	Banknote Recognition: CIS (Contact Image Sensor), full-surface image sensors on both sides in three range of light i.e. IR, Visible and UV etc or any advance note recognition technology.		
14.	Standard Counterfeit Detection Magnetic, Ultraviolet, Infrared, visible patterns, and any special detection system for Kenya currency		
15.	Error Detection: Double, chain, half-note, jam, Dirty/fail sensors		
16.	Feed System: Roller Friction System		
17.	Power Supply: 85 ~ 264 VAC, 47Hz ~ 65 Hz		
18.	Density Settings: Adjustable levels		
19.	Interface: RS-232 I/F for PC and External Printer		
20.	Operation: One operator		
21.	Operating temperature: 15 to 40 degree centigrade		
22.	Operating humidity: 45% to 80% RH		
23.	Spare parts • Provide Spares to be used within one year and to include 2 sets of transport and tooth belts (if used during warranty period, Tenderer will replace) • Supply of spare parts list with pricing		
24.	Training: Provide adequate training for the 6No. Banks Technicians/engineers at the Suppliers Premises (Bidder to quote for cost of training only subsistence cost of the trainers to be met by the Bank)		
25.	Warranty: Comprehensive warranty for 12 months		
26.	Tools: Provide tools & calibration mediums		
27.	Documentation: Provide all technical and operation documents		
28.	Software: Easy to upgrade the machine software especially the upgrading of the banknotes templates		

Other Requirements

Interested bidders are required to meet the following requirements:

- i. Be incorporated or registered firms. Documentary evidence of the company's Certificate of Incorporation / Registration should be provided.
- ii. Be up-to date in payment of taxes. Proof of payment of tax required by providing valid copy of the company's Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)
- iii. Have at least five years' experience in the business of supply and distribution of currency equipment
- iv. Provide a list of clients in which the company has supplied and installed similar equipment in the last 5 years.
- v. Provide a list of technician/ engineers in the company qualified in installation and or service of currency processing equipment. Tenderers **MUST** attach CVs and copies of relevant educational and professional certificates.
- vi. Provide manufacturer's authorization for the machines quoted.
- vii. Bidders should state the delivery period applicable from the date of contract signing that should be realistic.

SECTION VII - STANDARD FORMS

Notes on the sample Forms

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

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

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

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

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

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

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

7.1 FORM OF TENDER

Date _____
Tender No. CBK/41/2017-2018

To: _____

[Name and address of procuring entity]

Gentlemen and/or Ladies:

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

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

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

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

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

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

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

7.3 TENDER-SECURITY FORM

WHEREAS..... (hereinafter called “the Tenderer”) has submitted his tender dated.....for **Supply and Delivery of Currency Processing Equipment to 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 KShs 50,000 (Kenya Shillings fifty thousand only) for which payment well 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 of2016

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)

_____(Witness)

Signature of the Bank)

_____(Seal)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
CENTRAL BANK OF KENYA] (hereinafter called "the Procuring entity) of the one part
and [name of tenderer] of [city and country of tenderer]
(hereinafter called "the tenderer") of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the
tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring
entity to provide the goods and to remedy defects therein in conformity in all respects
with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the
provisions of the goods and the remedying of defects therein, the Contract Price or such
other sum as may become payable under the provisions of the Contract at the times and
in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the
presence of _____

7.5 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

7.7 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)