

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER NO. CBK/025/2017-2018

**FOR SUPPLY AND DELIVERY OF DRY GOODS AS AND WHEN
REQUIRED FOR KENYA SCHOOL OF MONETARY STUDIES**

**FRAMEWORK CONTRACT FOR
THE PERIOD ENDING 30TH JUNE, 2018**

(CLOSING DATE: 14th DECEMBER, 2017)

AT 10. 30A.M

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SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites bidders to submit sealed tenders from eligible firms for Tender for Supply and Delivery of Dry Goods as and when required for Kenya School of Monetary Studies on a “As and When required basis”
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 obtained from Central Bank of Kenya website www.centralbank.go.ke and the IFMIS website www.supplier.treasury.go.ke OR at the Head Office, along Haile Selassie Avenue, Procurement and Logistics Services Department on 5th Floor **for free**
4. Prices quoted should be inclusive of all taxes and delivery costs and must be expressed in Kenya shillings and shall remain valid for a period of **120 days** from the closing date of the tender.
5. A **Tender Security of KShs 50,000.00** is required for this tender.
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 **14th December, 2017 at 10.30am.**
7. 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 **14th December, 2017 at 10.30am.**
8. Tenders will be opened immediately thereafter, i.e. on **14th December, 2017 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

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 Bank'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 Bank 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 Bank, will in no case be responsible or

liable for those costs, regardless of the conduct or outcome of the tendering process.

- 2.3.2 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 Bank 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 Bank. 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 Bank 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 Bank, 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 Bank, 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 Bank, 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 120 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 tenderer's 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 Central Bank of Kenya 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 Central Bank of Kenya 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 Bank; and
- (c) a clause-by-clause commentary on The Central Bank of Kenya 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 Bank 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 Bank 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 Bank as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Bank.

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 Bank 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 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Bank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Bank as non-responsive.

2.15.2 In exceptional circumstances, the Bank 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 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.
- 2.16.2 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 Bank 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," **14th December 2017 AT 10.30AM.**
- 2.14.3 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".
- 2.14.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Bank 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 Bank at the address specified under paragraph 2.17.2 no later than **14th December 2017 AT 10.30AM**.
- 2.18.2** The Bank 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 Bank 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 Bank prior to the deadline prescribed for submission of tenders.
- 2.19.2** The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3** No tender may be modified after the deadline for submission of tenders.
- 2.19.4** No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5** The Bank 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 Bank 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 Bank will open all tenders in the presence of tenderers' representatives who choose to attend, on **14th December 2017 AT 10.30AM.** and in the location 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 Bank, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3. The Bank 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 Bank 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 Bank in the Bank's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

2.22. Preliminary Examination

- 2.22.1. The Bank 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 Bank may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4. Prior to the detailed evaluation, pursuant to paragraph 2.23 the Bank 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 Central Bank of Kenya 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 Bank 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 Bank 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 Bank 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 Bank

- 2.26.1. Subject to paragraph 2.21 no tenderer shall contact the Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank 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 Bank 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) The Bank's Right to Accept or Reject Any or All Tenders

- 2.27.6. The Bank 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 Central Bank of Kenya action

2.28. Notification of Award

- 2.28.1. Prior to the expiration of the period of tender validity, the Bank 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 2.30, the Bank 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 Bank notifies the successful tenderer that its tender has been accepted, the Bank 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 Bank.

2.30. Performance Security

- 2.30.1. Within Thirty (30) days of the receipt of notification of award from the Bank, 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 Bank.

- 2.30.2. Failure of the successful tenderer to comply with the requirements of paragraph 2.29 or paragraph 2.30 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Bank 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 Bank 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 anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Bank, 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 Bank of the benefits of free and open competition;
- 2.31.2. The Bank 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
2.11.1	Particulars of eligibility and qualifications documents of evidence required. (a) Certificate of incorporation (b) Tax compliance certificate (c) Company Profile using Business Questionnaire
2.14.1	Provide a bid bond (Tender Security) of Ksh. 50,000.00 issued by a reputable bank or insurance firms approved by Public Procurement Oversight Authority (PPOA) of Kenya.
2.18.1	14th DECEMBER 2017 AT 10:30 AM
2.20.1	As in 2.18.1 above

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 Bank 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 Bank under the Contract.
- (d) "The Bank/Procurement 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 Bank 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 Central Bank of Kenya 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 Bank 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 Central Bank of Kenya 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 Bank and shall be returned (all copies) to the Bank on completion of the Tenderer's performance under the Contract if so required by the Bank

3.6. Patent Rights

3.6.1. The tenderer shall indemnify the Bank 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 Studies 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 Bank 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 Bank 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 Bank 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 Bank, in the form provided in the tender documents.

3.7.4. The performance security will be discharged by the Bank 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 Bank or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Bank 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 Bank.
- 3.8.3. Should any inspected or tested goods fail to conform to the Specifications, the Bank 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 Bank.
- 3.8.4. The Central Bank of Kenya 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 Bank 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 Bank in its Schedule of Requirements and the Special Conditions of Contract

3.11. Insurance

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

3.12. Payment

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Bank 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 Bank 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 Central Bank of Kenya prior written consent

3.15. Subcontracts

- 3.15.1. The tenderer shall notify the Bank 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 Bank 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 Bank
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2. In the event the Bank 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 Bank 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 Bank 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 Bank 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

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.

4.2 Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Performance Security, where applicable, will be 5% of Contract price inform of a Bank guarantee from a reputable bank.
3.12.1	Payment of the contract will be made to the contractor on completion of Supply, Inspection and acceptance of the Goods. Price adjustments will not be allowed
3.18.1	Both parties shall agree on the appointment of an arbitrator for the resolution of any disputes, failure to concur , the arbitrators shall be appointed by the chairman or vice chairman of the Institute of Arbitrators Kenya Branch
3.19	The contract shall be governed by the laws of Kenya

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Bank reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2. PARTICULARS

	Item Description	Unit of Issue	Estimated quantity	Unit Price (VAT Incl. - Kshs)	Total Price (VAT Incl. - Kshs)	Brand (Indicate brand where applicable)
1.	Aluminium Foil Catering 45Cmx30M	Each	2000pcs			
2.	Bakers Flour 50Kg - Brown	Each	24bags			
3.	Bakers Flour 50Kg - White	Each	400bags			
4.	Baking Powder 500Gm <i>clovers</i>	Each	400pcs			
5.	Bicarbonate of Soda 100G <i>zesta</i>	Each	216pcs			
6.	Black Ndengu 1kg- <i>yankee</i>	Each	300pkts			
7.	Cake Boxes: Size 10''X10''X4'' (LxWxH)	Each	1500pcs			
8.	Canderel Sweeteners 1 x 1000pcs	Each	30boxes			
9.	Canned Beans Baked 2.9Kg- <i>Golden valley or equivalent</i>	Each	800pcs			
10.	Canned Cocktail Cherries 250G	Each	400pcs			
11.	Canned Olives Black 340G	Each	500pcs			
12.	Canned Olives Green 340G	Each	500pcs			
13.	Canned Sweet Corn 400G- <i>Golden valley or equivalent</i>	Each	1200pkts			
14.	Cereals Corn Flour 400G	Each	900pcs			
15.	Cereals Cornflakes 500G	Each	500pkts			
16.	Cereals Custard Powder 500Gms	Each	240pcs			
17.	Cereals Gram Flour 2Kg	Each	120pkts			
18.	Cereals Maize Meal flour 2Kg	Each	6,000pkts			
19.	Cereals Pop Corn Seeds 500G	Each	50pkts			
20.	Cereals Rice- Brown 1Kg	Each	100pkts			
21.	Cereals Rice- Crispies 250G	Each	800pkts			
22.	Cereals rice 25kgs- <i>sindano rice long grain, white, unbroken</i>	Each	2000bags			

	Item Description	Unit of Issue	Estimated quantity	Unit Price (VAT Incl. - Kshs)	Total Price (VAT Incl. - Kshs)	Brand (Indicate brand where applicable)
23.	Cereals Uji wimbi Sweet 1Kg	Each	480pkts			
24.	Cereals Ujimix sour 1kg	Each	300pkts			
25.	Cereals Weetabix 900G	Each	360pkts			
26.	Cereals Wimbi Brown Flour 2kg	Each	120pkts			
27.	Chefs hats (paper)	Each	3000pcs			
28.	Chocolate 2.5Kg – Dark-Cadbury or equivalent	Each	48pcs			
29.	Chocolate Block 2.5Kg – White-Cadbury or equivalent	Each	48pcs			
30.	Cocoa Powder 400G-Cadbury or equivalent	Each	360jars			
31.	Coffee beans roasted 500g-Dormans or equivalent	Each	240pcs			
32.	Coffee creamer 200x4g-Nestle	Each	400boxes			
33.	Coffee Decaffeinated Satchets 200 x 1.8g	Each	400boxes			
34.	Coffee 200G Nescafe or equivalent	Each	600jars			
35.	Coffee Satchet 1.6G [1 Ctn (7x12) x 24 x1.6g]	Each	150crtns			
36.	Coffee Suprema 500Gm-Dormans or equivalent	Each	500pcs			
37.	Dessicated Coconut Powder 1Kg	Each	200pcs			
38.	Doyley Papers 7.5 Inches	Each	1000pkts			
39.	Dried Cashew Nuts 250G Roasted	Each	1000pkts			
40.	Dried Cashewnuts 250Gm Raw	Each	1000pkts			
41.	Dried Mixed Peels 250Gm	Each	600pcs			
42.	Dried Sultanas 250Gm	Each	1000pkts			
43.	Drinking Chocolate 450G-Cadbury	Each	800jars			
44.	Eclairs sweets 250gms pkt-Cadbury	Each	8000pkts			
45.	Eclairs sweets 350gms pkt-Cadbury	Each	8000pkts			
46.	Eclairs sweets 700gms pkt-Cadbury	Each	8000pkts			

	Item Description	Unit of Issue	Estimated quantity	Unit Price (VAT Incl. - Kshs)	Total Price (VAT Incl. - Kshs)	Brand (Indicate brand where applicable)
47.	Eclairs sweets 750gms pkt- <i>Cadbury</i>	Each	8000pkts			
48.	Flour Atta Brown 2kgs	Each	100pkts			
49.	Food Colour Green 10g	Each	200pcs			
50.	Food Colour Red 10g	Each	200pcs			
51.	Food Colour Violet 10g	Each	200pcs			
52.	Food Colour Wilton Paste 10 ounces	Each	48pcs			
53.	Food Colour Yellow 10g	Each	200pcs			
54.	Food Colours Blue 10g	Each	200pcs			
55.	Freezer Bags 24x36x150Gm (100pcsx1pkt)	Each	800pkts			
56.	Food warming fuel gel (burner tin) 200g	Each	2000pcs			
57.	Food warming fuel gel 20ltrs	Each	1000pcs			
58.	Gelatine 500Gm	Each	60pcs			
59.	Gherkins Golden 720G	Each	120pcs			
60.	Gladwrap Cling Foil Catering 300M x 30CM	Each	2000pcs			
61.	Grease Proof Paper - Catering 20x30 per ream of 100pcs	Each	200rms			
62.	Ground coffee coarse-best kenyan blend 500g	Each	400pcs			
63.	Ground coffee fine- instant best kenyan blend 250g	Each	400pcs			
64.	Groundnuts 500gms-raw	Each	800pkts			
65.	Groundnuts 500gms-roasted	Each	1200pkts			
66.	Happy mints sweets 500gms	Each	2000pkts			
67.	Mints sweets 150gms(Esko or equivalent)	Each	3000pkts			
68.	Honey 500Gm (<i>Bogoria, KVDA, ICIPE or equivalent</i>)	Each	1500pcs			
69.	Honey Squeezy 500Gms (<i>Bogoria, KVDA, ICIPE or equivalent</i>)	Each	600pcs			

	Item Description	Unit of Issue	Estimated quantity	Unit Price (VAT Incl. - Kshs)	Total Price (VAT Incl. - Kshs)	Brand (Indicate brand where applicable)
70.	Icing Sugar 15Kg - KSL	Each	80pcs			
71.	Jam Red Plum 3kg	Each	60pcs			
72.	Jams Apricot Jam 3kg	Each	60pcs			
73.	Jams Mini Honey (100 x 20Gm)	Each	120boxes			
74.	Jams Orange Marmalade (100x20Gm)	Each	120boxes			
75.	Juices 1L assorted flavours (<i>Delmonte or Equivalent</i>)	Each	24,000pkts			
76.	Juices 1L assorted flavours (<i>Pick and peel or Equivalent</i>)	Each	24,000pkts			
77.	Juices Ribena 250Ml	Each	200pkts			
78.	Lime Cordial 700Ml (Glass Bottle)	Each	100btls			
79.	Mini Juices 200ml - Assorted (<i>Delmonte, pick and peel or Equivalent</i>)	Each	2400pkts			
80.	Matchboxes (40 Sticks)	Each	500pkts			
81.	Methylated spirit- 20 ltrs	Each	800jars			
82.	Milo 400Gms-canister	Each	480jars			
83.	Njahi - 1kg	Each	500pkts			
84.	Oils Corn 5 Ltr	Each	1000pcs			
85.	Oils Corn 20 Ltr	Each	500pcs			
86.	Oils Croma 10Kg	Each	1000pcs			
87.	Oil Canola 20 Ltr	Each	500pcs			
88.	Oils Glycerine 250ml	Each	60pcs			
89.	Oils Olive 1ltr	Each	60pcs			
90.	Oils Sesame 150Ml	Each	50pcs			
91.	Oils Ustam Pastry Margarine 10kg	Each	50pcs			
92.	Oils veebol pastry margarine 10kg	Each	50pcs			

	Item Description	Unit of Issue	Estimated quantity	Unit Price (VAT Incl. - Kshs)	Total Price (VAT Incl. - Kshs)	Brand (Indicate brand where applicable)
93.	Oils Veebol 10Kg	Each	900pcs			
94.	Oils Vegetable 20ltrs	Each	500pcs			
95.	Paper plates	Each	3000pcs			
96.	Pastas Lasagne 500Gm Green	Each	100pkts			
97.	Pastas Lasagne 500Gm White	Each	100pkts			
98.	Pastas Macaroni 500Gm	Each	2000pkts			
99.	Pastas Short Cut Pasta 500Gm	Each	500pkts			
100.	Pastas Spaghetti 400Gm	Each	3000pkts			
101.	Potato crisps 400g	Each	500pkts			
102.	Hair Safety nets	Each	5000pcs			
103.	Salad Wash 500Ml	Each	100pcs			
104.	Salt 1Kg	Each	3000pkts			
105.	Salt Free Flow 500G	Each	200pcs			
106.	Salt Sachets 1000 Pieces	Each	100boxes			
107.	Sauces BBQ Sauce 360G	Each	1200btl			
108.	Sauces Chilli Sauce 250G	Each	1200btl			
109.	Sauces Cranberry Sauce 454G	Each	120btl			
110.	Sauces Glucose Syrup 500ml	Each	24pcs			
111.	Sauces HP Sauce 255G	Each	400pcs			
112.	Sauces Mint Sauce 125G	Each	360pcs			
113.	Sauces Mustard American 245G-Heinz	Each	1200pcs			
114.	Sauces Soy Sauce 750G Dark	Each	360pcs			
115.	Sauces Soy Sauce 750G Light	Each	800pcs			
116.	Sauces Tobasco Sauce 58ml	Each	480pcs			
117.	Sauces Tomato Ketchup 342G (All Gold/Heinz or Eqv.	Each	2400pcs			

	Item Description	Unit of Issue	Estimated quantity	Unit Price (VAT Incl. - Kshs)	Total Price (VAT Incl. - Kshs)	Brand (Indicate brand where applicable)
118.	Sauces Tomato Satchets 360 x 20g	Each	100boxes			
119.	Sauces Worcester Sauce 295ml	Each	240pcs			
120.	Serviette Paper Catering Napkin- <i>velvex or equiv.</i>	Each	8000pkts			
121.	Snacks Fruit Jelly Crystals Assorted 400gms	Each	600pcs			
122.	Spices Bay Leaves 500G	Each	100pcs			
123.	Spices Beef cubes (1 x 45pkts x 51g)	Each	60pkts			
124.	Spices Black Pepper Corn 500G	Each	50pcs			
125.	Spices Cardamon Powder 500G	Each	24pcs			
126.	Spices Cardamon Seeds 500G	Each	50pcs			
127.	Spices Chicken cubes (1 x 45pkts x 51g)	Each	60pkts			
128.	Spices Chilli Powder 500G	Each	48pcs			
129.	Spices Cinnamon Powder 500G	Each	48pcs			
130.	Spices Cloves Whole 500G	Each	12pcs			
131.	Spices Coconut Milk 400ML	Each	2400pcs			
132.	Spices Corriander Ground 500G	Each	24pcs			
133.	Spices Cummin Seeds 500G	Each	24pcs			
134.	Spices Curry Powder 500G	Each	80pcs			
135.	Spices fennel seeds 500G	Each	50pcs			
136.	Spices Garam Masala 500G	Each	100pcs			
137.	Spices Ginger Powder 500G	Each	48pcs			
138.	Spices Oregano 20G	Each	120pcs			
139.	Spices Pepper Sachets 1000 Pcs	Each	50pkts			
140.	Spices Pilau Masala 100G	Each	240pcs			
141.	Spices Royco Mchuzi 2Kg	Each	20pcs			
142.	Spices sesame seeds 250g	Each	60pcs			

	Item Description	Unit of Issue	Estimated quantity	Unit Price (VAT Incl. - Kshs)	Total Price (VAT Incl. - Kshs)	Brand (Indicate brand where applicable)
143.	Spices Spanish Paprika 500G	Each	80pcs			
144.	Spices Thyme 500G	Each	36pcs			
145.	Spices Tumeric Powder 500G	Each	240pcs			
146.	Spices White Pepper 500G	Each	400pcs			
147.	Straws hygienic (packet)	Each	120pkts			
148.	Steel wool 750gms	Each	600pcs			
149.	Sugar 2Kg Packet (white)	Each	240pkts			
150.	Sugar Local - 50Kg (white)	Each	400bags			
151.	Sugar Satchets (1 x 1000 Pieces)	Each	300boxes			
152.	Tea Bags Enveloped 1 x 10 x 100 Pcs	Each	1200pkts			
153.	Tea Bags Enveloped cinnamon	Each	400pkts			
154.	Tea Bags Enveloped Tangawizi	Each	400pkts			
155.	Tea Leaves Fahari 500Gm	Each	1500pkts			
156.	Tomato Paste A10 2.9KG- 3.3Kg	Each	800pcs			
157.	Toothpicks Hygienic (per packet)	Each	3000pkts			
158.	Tropical sweets 500gms	Each	1000pkts			
159.	Vanilla Essence 500ML	Each	400pcs			
160.	Vinegar Brown 700ML	Each	120pcs			
161.	Vinegar White 700ML	Each	1000pcs			
162.	Wooden Skewers 1x100pcs	Each	400pkts			
163.	Yeast 500Gm	Each	200pcs			

Evaluation Criteria

- MANDATORY REQUIREMENTS (MR) TO QUALIFY**

The following mandatory requirements must be met notwithstanding other requirements before the applicant is qualified for further evaluation as per technical specifications:

NO	REQUIREMENTS	APPLICANT'S RESPONSE
MR1	Provide documentary evidence of the company's certificate of incorporation	
MR2	Provide copy of the company's valid current certificate of Tax compliance issued by Kenya Revenue Authority (KRA)	
MR3	Submit a completed company's profile using the confidential Business questionnaire format attached signed and stamped.	
MR4	Provide original bid bond (Tender Security) of Kshs. 50,000.00 with validity period of at least 120days from the date of tender opening.*	
MR5	Provide audited accounts last two financial years signed and stamped by directors and auditors.	
MR6	Submit documentary evidence of the current valid trade license.	

***NOTE: The bid bond to be placed between pages 1-3.**

Technical evaluation

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
1.	Provide a list of at least 5 clients in similar business and references to which the company has supplied similar items in the last two year (attach copies of LPOs/ references /contracts awarded)		• 5 or more clients: 25% • Others prorated at: $\frac{\text{No. of clients} \times 25}{5}$	25
2.	Provide a list of at least 2 adequate distribution vehicles evidenced by Ownership /leasing documents.		• More than two (2) distribution motor vehicles 15% • Others prorated at: $\frac{\text{Number of vans} \times 15}{2}$	15
3.	Indicate Delivery period		• Within one day – 10% • Two-three days – 5% • Four days-one week 1% • More than a week -- 0%	10
4	Due diligence: a) Statutory requirements e.g. last Inspection & health certificate etc b) Storage facility e.g. layout, ventilation etc c) Cleanliness and hygiene of premises/warehouse			10 10 5
5	Payment terms		• Cash On Delivery- 0 • Within 30 days-5 • Over 30 days-10	10
6	Financial Stability (Liquidity) a) Profitability Margin*		A margin above 10% will score 10 marks; 5 - 9 % 7 marks, 1-5% 5marks and below 1% Nil marks	10
	b) Liquidity Ratio **		2:1 – 5 marks; 1:1 – 3 marks; 0.5:1- 1 marks; less than 0.5 no mark	5
TOTAL				100%

Note:

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

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

$$\text{EBIT} = \text{Earnings Before Interest and Taxes}$$

Note: The Bank may carry out due diligence to clarify on some issues in compliance with the Public Procurement and Asset Disposal Act, 2015.

Only tenders that will **score 75% and above** on the Technical Evaluation will qualify for Financial Evaluation.

Financials will be ranked and the best ranked having the lowest price will be declared the Lowest Evaluated Tender.

S/n	Name of Tenderers listed from the lowest to the highest tender price	Rank
1.		
2.		
3.		

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 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.

7.1 FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda

Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* 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

(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.

	e documentary evidence of the registered name and number of your company and date of Registration.		
	Company Name	Company Registration Number	Registration Date

	Give full details of your Bankers.
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PART III: CONTACT PERSON(S) DETAIL

	provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	Facsimile Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	

	provide evidence of the registered street and postal addresses of the bidding organization	
	Registered Street Address	Registered Postal Address of your organisation

	provide evidence of current registration with relevant regulatory body within your industry, if any, including ISO reference or proof of the award.
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PART IV: BIDDER ORGANIZATION PROFILE

	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.
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	What is your organization's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.
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	Provide the location of the service centre(s) that will support the KENYA SCHOOL OF MONETARY STUDIES.	
	Sales Office/Service Centre	Location

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.

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

	your policy on technological (maintenance) and operational support including capacity building (training) you offer to your clients.
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PART XIII: CERTIFICATION

	I/We do hereby certify that the above information is correct in all respects. FULL NAME: DESIGNATION/POSITION: SIGNATURE: DATE: COMPANY SEAL AND/OR STAMP:
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7.3 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 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 _____)

7.4 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

7.5 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

..... APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) 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

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

- 1.
- 2

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

7.6 DECLARATION FORM

Date _____

To _____

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)