

**BANKI
KUU YA
KENYA**



**CENTRAL
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TENDER DOCUMENT

FOR

**UPGRADE, TESTING, AND COMMISSIONING OF SIX BANKNOTE
PROCESSING SYSTEMS - BPS1080SB-30 SERIES TO BPS M7 SERIES AT
CENTRAL BANK OF KENYA**

TENDER NO. CBK/ICB/19/2018-2019

CLOSING DATE: 26TH SEPTEMBER, 2018 AT 1130HRS EAT

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GUIDELINES ON PREPARATION OF BID DOCUMENT

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

1. **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. **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 and the provisions of the appendix, the provisions of the appendix prevail.

3. **Evaluation Criteria:** This gives information on how the tenders will be evaluated. Tenderers should be able to evaluate their bids even before submission to determine in advance whether they meet the requirement of the tender or not. Reading through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

Table 1: Checklist of Documents Required to Form Bid Document:

No.	Documents Forming the Bid Document	Remarks	By
1.	Copy of Certificate of Incorporation (Legal structure) issued by a recognized body in the domiciled country		
2.	Copy of valid Tax Compliance Certificate issued by Revenue Authority of the domiciled country valid as at the tender closing date or tax exemption certificate issued by the same authority		
3.	Copies of audited accounts prepared in line with International Financial Reporting Standards (IFRS) for the company for the latest two consecutive accounting years (falling within 2015- 2018).		
4.	Tender Security (Bid Bond) amounting to USD 50,000 or its equivalent in Euros or Sterling Pounds (GBP) in the form provided in this tender document valid for 120 Days. Tender Security issued in form of Bank guarantee by tenderers who are foreign manufacturers or firms should be channelled through a correspondent bank operating in Kenya licensed by Central Bank of Kenya. Validity period is from the date of tender opening.		

5.	Documentary evidence of the company's registration/licence as a manufacturer/authorised dealer of Banknote Processing machines/Systems	
6.	Company's profile using the Confidential Business Questionnaire provided in this tender document	
7.	Financial Proposal to be itemised as required in this tender. <i>Total price to be carried to the Form of Tender</i>	
8.	Duly filled and signed Form of Tender in the format provided in the tender document	
9.	Copy of Company profile. This should include: i). List of technical personnel with copies of testimonials; Tenderers should provide proof of the technical competencies of each technician/engineer listed. ii). List of contracts done previously with supporting documents e.g. POs and Contracts.	
10.	Duly filled and signed declaration form (7.8) in the form provided in the tender document	
11.	The language of the bid and all other documents forming the bid shall be in English language	
12.	All pages of the bid document submitted by the tenderers should be serialized	

SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites eligible manufacturers for **Upgrade, Testing, and Commissioning of Banknote Processing System (BPS1080SB-30) to BPS M7 at Central Bank of Kenya at its Head Office in Nairobi (four) and one each in Mombasa and Kisumu Branches** as detailed in this Tender.
2. A complete set of the tender document containing detailed information may be obtained from Central Bank of Kenya, Head Office, along Haile Selassie Avenue, General Services Department on 5th Floor OR 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 register through email: supplies@centralbank.go.ke before the tender closing date.
3. Candidates may obtain further information on this Tender during the Bank's working hours from Monday to Friday from:

The Acting Director,
General Services Department (GSD)
Central Bank of Kenya
Haile Selassie Avenue
Nairobi, Kenya
Email: supplies@centralbank.go.ke
Tel: +254 20 2861000/2860000

4. Prices quoted in this tender shall either be in Kenya Shillings, USD, Euro or Sterling Pounds. The prices shall be Cost Insurance and Freight (CIF) Port Nairobi in accordance with the Incoterms, 2010. Prices shall remain valid for a period of **120 days** from the closing date of the tender.
5. Completed tender documents should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the **Green Tender Box No. 3** at the Ground Floor, **Central Bank of Kenya Building** situated on Haile Selassie Avenue, Nairobi on or before **26th September, 2018 at 1130HRS EAT**.
6. Tenderers should print the checklist on page 3 and have it duly completed and placed as the first page of the Tender on submission.
7. The Tender will be opened on **26th September, 2018 at 1130HRS EAT** in the presence of the Tenderers representatives at the **Central Bank of Kenya, GSD Conference Room on 5th Floor**.

ACTING DIRECTOR,
General Service Department

SECTION II: INSTRUCTIONS TO TENDERERS

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2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be Kshs.1,000/=

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with clause 2.8, 2.9 and 2.10 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.12.3 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 2.12.7

2.12.4 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.

b) Cash.

c) Such insurance guarantee approved by the Public Procurement Oversight Authority (PPOA).

d) Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20

2.12.6 Unsuccessful tenderer's 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.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to clause 2.26, and furnishing the performance security, pursuant to clause 2.27.

2.12.8 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 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

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

2.14.2 The original and 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. All pages of the tender, except for unamended printed literature, shall be initialled by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 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.

2.15.2 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 to tender and the words: "DO NOT OPEN BEFORE (day, date and time of closing)

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (day, date and time of closing)

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received and registered at the Director, General Services Department.

2.17 Modification and withdrawal of tenders

2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.

2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on ...(*time, day, and date of closing*) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required

securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:
 - (a) Operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:
(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

2.22.6 To qualify for contract awards, the tenderer shall have the following:

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

2.23. **Contacting the procuring entity**

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

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 **Award of Contract**

a) Post qualification

- 2.24.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.24.3 Subject to paragraph 2.28 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

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

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

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

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers.

Wherever there is a conflict between the provisions 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.

Table 2: Appendix to Instructions

Instructions To Tenderers Reference	Particulars Of Appendix To Instructions To Tenders
2.1.1	Eligible tenderers will be manufacturers/authorised dealers of Banknote Processing Machines/Systems
2.1.3	This is not applicable
2.2.2	The Tender shall be downloaded at no cost to Tenderers
2.4.1	The Bank will respond in writing through any of the channels provided to any request for clarification of the Tender documents, which it receives not later than five (5) working days prior to the deadline for the submission of Tenders.
2.4.2	The Bank shall reply to any clarifications sought by the tenderer within three (3) working days of receiving the request.
2.9.2	Prices indicated on the Price Schedule shall be entered as provided in the following manner: (i) The price quoted for Upgrade, Testing, and Commissioning of Banknote Processing System (BPS1080SB-30) to BPS M7 at Central Bank of Kenya and Other services as detailed in the tender document. (ii) The price shall be CIF, Port Nairobi in accordance with the Incoterms, 2010.
2.10.1	Prices shall be quoted in this tender shall be in Kenya Shillings or USD or Euro or Sterling Pounds.
2.11.1	Eligibility is to Manufacturers of the BPS M7 machine or any duly authorised suppliers.
2.12.1	The Tenderers shall provide with its Tender a Tender Security of USD 50,000 or its equivalent in Euros or Sterling Pounds (GBP)
2.12.4	Tender Security shall be issued ONLY by a reputable bank located in Kenya. The security shall remain valid for thirty (30) days beyond the validity of the tender. Tender Security issued in form of Bank guarantee by tenderers who are foreign manufacturers or firms should be channelled through a correspondent bank operating in Kenya licensed by Central Bank of Kenya. The Tender Security shall be as per the form specified in the Appendix to Instructions to Tenderers.
2.13.1	Tenders shall remain valid for 120 days from the date of opening of the tender.

Instructions To Tenderers Reference	Particulars Of Appendix To Instructions To Tenders
2.15.1	Tenderers may, if they so wish, to submit their tenders in soft copy in addition to the original and copy as required of the tender document. <i>In case of discrepancy, the original submitted Tender document shall prevail.</i>
2.16.3	Bulky Tenders that do not fit in the Tender box will be received in the GSD Conference Room on 5 th Floor at Central Bank of Kenya, Head Office Building, on Haile Selassie Avenue, Nairobi at the date and time of closing/opening the Tender.
2.17.2	A withdrawal notice should be made in writing and sent to CBK in any of the communication formats prescribed in this Tender document.
2.17.5	CBK may terminate or cancel procurement proceedings in accordance with Section 63 of the Public Procurement and Asset Disposal Act, 2015.
2.20.2	In accordance with Section 82 of the Public Procurement and Asset Disposal Act, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.
2.22.1	Evaluation will be per carried out as specified in the Tender document.
2.24.5	CBK may consider actions such as reporting for debarment, any 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.
2.26.1	CBK may subject the winning tenderer to a due diligence visit to determine ability to perform the contract satisfactorily.
2.26.2	A contract will be formalised upon signing by both parties.
2.26.3	A written contract shall be entered within the Tender validity period but not before fourteen days have elapsed following award notification as provided in Section 135 (3) of the Public Procurement and Disposal Act, 2015.
2.27.1	Performance security shall be 5 per cent of the Tender sum and in accordance with Section 144(4) of the Public Procurement and Asset Disposal Act, it shall be issued by a local bank or authorised financial institution or a corresponding bank recognised by the Central Bank of Kenya.
2.28.1	A Tenderer shall sign a declaration that he will not be involved in corrupt or fraudulent practices. For clarity: - 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

Instructions To Tenderers Reference	Particulars Of Appendix To Instructions To Tenders
	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 Central Bank of Kenya, 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 Central Bank of Kenya of the benefits of free and open competition.

EVALUATION CRITERIA

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

1. Stage 1: Compliance with Mandatory Requirements (Preliminary Evaluation);
2. Stage 2: Technical Evaluation on Specifications
3. Stage 3: Technical Evaluation on Capacity to Deliver the Contract
4. Stage 4: The Financial Evaluation
5. Stage 5: Recommendation of award

Stage 1: Compliance with the Mandatory Requirements (MR)

Interested bidders shall be required to meet all the mandatory requirements below to qualify to stage 2 on Technical Evaluation on Specifications.

Table 3: Mandatory Requirements

No	Requirements	Tenderer's Response
MR 1	Provide documentary evidence of the company's registration details such as Certificate of Incorporation (Legal structure) issued by a recognized body in the domiciled country	
MR 2	Provide copy of the company's valid Tax Compliance Certificate issued by Revenue Authority of the domiciled country valid as at the tender closing date or a tax exemption certificate.	
MR 3	Provide copies of audited accounts prepared in line with International Financial Reporting Standards (IFRS) for the company for the latest two consecutive accounting years (falling within 2015-2018).	
MR 4	Provide Tender Security (Bid Bond) amounting to USD 50,000 or its equivalent in Euros or Sterling Pounds (GBP) in the form provided in this tender document valid for 150 Days .	
MR 5	Provide documentary evidence of the company's registration/licence as a manufacturer of Banknote Processing machines/Systems OR authorization letter from manufacturers of Banknote Processing machines/Systems machines.	

Bidders shall be required to provide documentary evidence in compliance with the above mandatory requirements as part of their bid. Bidders will be required to meet all the mandatory requirements to qualify to proceed to stage 2 on Technical evaluation of specifications.

Stage 2: Technical Evaluation on Specifications:

Tenderers meeting all the mandatory requirements in stage 1 shall have their bids evaluated against compliance with technical specification provided under **Section VI** of this tender document.

Tenderers will be required to meet the minimum technical specification for the item to qualify to the next stage of Technical Evaluation on Capacity to Deliver the Contract.

Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Tenderers meeting the minimum technical requirements in stage two will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below:

Table 4: Technical Evaluation on Capacity to Deliver the Contract

	Evaluation Attribute	Weighting Score	Max Score %
T1	Number of years in the business of manufacturing of Banknote processing machines/systems. OR supply and installation of Banknote processing machines/systems.	• 2 marks for each year as from five years up to a max. of 10 marks	10
T2	Provide a list of at least 5 clients in Africa (complete with address and telephone numbers) of which the company has upgraded BPS machines to BPS M7 in the last 10 years.	• 3 marks for each client upto a max. of 15 marks	15
T3	Provide a list of at least 5 clients globally (complete with address and telephone numbers) of which the company has upgraded BPS machines to BPS M7 in the last 10 years.	• 3 marks for each client upto a max. of 15 marks	15
T4	Provide a list of at least 5 technicians/engineers in the company qualified in installation of Banknote Processing Machines. Tenderers should provide proof of the technical competencies of each technician/engineer listed	• 4 marks for each qualified staff upto a max. of 20 marks	20

T5	Provide list and evidence of at least two certifications from recognized bodies like ISO 9001	5 marks for each certification subject to a maximum of 10 marks	10
T6	Delivery period after the award of tender Provide a Gantt Chart detailing the schedule of activities	- Shortest (≤ 6 months) Delivery period provided by a technically responsive bidder: 10 marks - Others prorated as <u>Shortest Delivery *10</u> Delivery period	10
T7	Training Capacity Provide proof of ability to conduct training at technical and operational level post implementation of the M7.	Evidence to be provided in form of a detailed training program conducted and training facilities to client(s) in the last 12 months	10
T8	Financial Stability (Liquidity). a) Solvency Compute the average two-year financial leverage of the Tenderer through Debt to Equity Ratio. Debt to Equity = Total liabilities / Total equity	If Debt to Equity ratio More than 1, Award 1 Mark Between 0.5 – 1, Award 3 Marks Less than 0.5, Award 5 Marks	5
	b) Liquidity Compute the average two-year liquidity position of the Tenderer through the Quick Ratio. Quick ratio = (Current assets – Inventories) / Current liabilities)	Above 1, Award 5 Marks Between 0.5 – 1, Award 3 Marks Less than 0.5, Award 1 Mark	5
	Total		100%

Tenderers will be required to **score 75% and above** on the above Technical Evaluation to qualify for Financial Evaluation. Those scoring below 75% will not be evaluated further and will be disqualified at this stage

Stage 4. Financial Evaluation

Tenderers who **score 75% and above** on the Technical Evaluation on Capacity to Deliver the Contract will have their financial bids subjected to financial evaluation. The bidder with the lowest evaluated bid will be recommended for negotiation and award.

Stage 5: Recommendation of Award

The lowest evaluated bidder for Upgrade, Testing, and Commissioning of Banknote Processing System (BPS1080SB-30) to BPS M7 at Central Bank of Kenya and who has qualified on the Mandatory, Technical Evaluation and Capacity to Deliver the contract 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

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

- a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services under this Contract.
- e) "The contractor means the individual or firm providing the services under this Contract.
- f) "GCC" means general conditions of contract contained in this section
- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.5 Performance Security

- 3.5.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer may furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.5.2 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.
- 3.5.3 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.5.4 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 of obligations under the contract, including any warranty obligations under the contract.

3.6 Inspections and Tests

- 3.6.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.6.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.7 Payment

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

3.8 Prices

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.9 Assignment

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

3.10 Termination for Default

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

- a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.11 Termination of insolvency

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

3.12 Termination for convenience

- 3.12.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity

convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

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

3.13 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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

3.14 Governing Language

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

3.15 Force Majeure

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

3.16 Applicable Law

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

3.17 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

Table 5: Special Conditions of Contract

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT (SCC)
3.1.1 (b)	The contract price should be expressed in Kenya Shillings, Sterling Pounds, United States Dollars or Euro.
3.5.1	Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Central Bank of Kenya with a performance security equivalent to 5% of contract sum.
3.5.3	Performance Security issued in form of Bank guarantee by tenderers who are foreign manufacturers or firms should be channelled through a correspondent bank operating in Kenya licensed by Central Bank of Kenya
3.6.2	The inspections and tests may be conducted in the premises of the Tenderer or any other appointed testing site.
3.7.1	i. Any advance payments shall be made in accordance with the Public Procurement and Asset Disposal Act of Kenya. ii. Where an advance payment is allowed, it shall not exceed 20% of the price of the tender and shall be paid upon submission by the successful tenderer to the Central Bank of Kenya, an advance payment security equivalent to the advance itself and that security shall be given by a reputable bank or any authorized financial institution issued by a corresponding bank in Kenya recognized by the Central Bank of Kenya, in case the successful tenderer is a foreigner. iii. Payment shall be made upon delivery of the required services. iv. Payment for the upgrade will be made upon certified installation, testing and commissioning less retention of 5% to be released after the warranty period of 12 Months.
3.13.1	Resolution of disputes will be subject to the Laws of Kenya
Other Requirements	
	Marine/Shipping insurance needs to be provided in accordance with the Kenyan Law. Section 20, Subsection (1) of the Kenyan Insurance Act, CAP

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT (SCC)
	287 states that “No insurer, broker, agent or other person shall directly or indirectly place any Kenya business other than re-insurance business with an insurer not registered under the Act without the prior approval, whether individually or generally, in writing of the Commissioner”. All bidders are therefore informed that it is mandatory to insure any imported goods into the country through a Kenyan insurance company unless as provided in the Act. This law took effect on January 1, 2017 and is not optional. The Kenya Revenue Authority will not clear goods without proof of marine insurance from a Kenyan company registered in Kenya. Bidders are requested to note for compliance

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICE

Table 6: Upgrade of Six Banknote Processing System (BPS1080SB-30) to BPS M7 – PRICE SCHEDULE

No.	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	A. Upgrade, Testing, and Commissioning of Banknote Processing System (BPS1080SB-30) to BPS M7 at Central Bank of Kenya, Head Office, Mombasa & Kisumu Branch The upgrade shall use operating software, OS which is supported	6		
	B. Upgrade the existing compressor air supply system BOGE S 15 to support five upgraded BPS M7 and two L-sealing machines in Nairobi	1		
	Sub Total			
2.	Provide discount for any re-usable components if any	6		
	Sub Total			
3.	A. Supply of spare parts and cleaning tools to last for one year	LS		
	B. Consumables to last for one year on each site. The banding paper to be inscribed with words using different colors as shall be provided by CBK.	LS		
	C. Service tools – complete sets of toolkits Including diagnostic and troubleshooting equipment	3		
	Sub Total			
4.	A. Onsite technical support for 1 month per site should be provided	1		
	B. Comprehensive technical training for eight technicians & Engineers at the manufacturers site in two sessions spread over 2 years(cost of travel and subsistence to be met by the Bank)	8		
	C. Advance technical training for 5 technicians & Engineers at the manufacturers site in two sessions (cost of travel and subsistence to be met by the Bank)	5		
	D. Comprehensive training for 27	27		

	operators training at the Manufacturers site in seven sessions spread over 3 years (cost of travel and subsistence to be met by the Bank)			
	E. To provide currency management training to four persons on machine usage and optimization	4		
	Sub Total			
5.	Proposed 3 year comprehensive Service and Maintenance contract per machine after the currency processing systems warranty period	7		
	Total cost carried to Form of Tender			

Key: LS means Lump Sum

We the undersigned submit our tender for the above specified upgrade amounting to Kshs. _____ In words: _____

Our Completion Period shall be _____ **weeks**

Our tender will remain valid for _____ days (not less than 120 days) from the date of Tender opening.

Signature of the Tenderer: _____ Date _____

Position in the Company: _____

Company Seal: _____

SECTION VI: TECHNICAL SPECIFICATIONS

6.1 GENERAL

- 6.1.1 These specifications describe the basic requirements for the upgrade. Tenderers are requested to submit with their offers the detailed specifications, catalogues, etc for the upgrade of the machines.
- 6.1.2 Tenderers must indicate on the specification sheets whether the upgrade to be offered complies with each specific requirement.
- 6.1.3 Deviations from the basic requirements, if any, shall be explained in detail in writing, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products

6.2 Technical Specifications for Upgrade of Banknote Processing System to M7

The minimum specifications for Upgrade of Banknote Processing System from the BPS 1080SB-30 to M7 series below should be met. Failure to meet any of the technical specific features will lead to disqualification. However, minor deviations (+ or - 5%) from the standard specification provided for each item that do not materially affect the functionality of the machines will be waved at the discretion of the procuring entity.

Table 7: Technical Specifications for Upgrade of Six Banknote Processing System for Central Bank of Kenya-Nairobi, Kisumu and Mombasa.

	Minimum Technical requirements:	Bidder's Response Y/N	Comments
a)	Upgrading the BPS 1080SB-30 to M7 by: - • increase its speed to 33 banknotes per second • increasing the size of feeding hopper compartment • introducing continuous feed by use of dual lift fork • introducing dual banding on each stacker • The Operating system should be fully supported by the system provider in the lifespan of the machine (e.g. Windows 10 based) • Connecting to existing Compass VMS Starter		
b)	Distribution of BPS 1080SB-30 to be upgraded: - • Kisumu, one machine		

	• Mombasa, one machine • Nairobi four machines		
c)	Carefully remove input/Sensor module of the BPS 1080SB-30 and replacing it with a new BPS M7 input/Sensor module. This module should include but not limited to: - 1. Sensors to authenticate Kenya shillings with slots for addition of sensors in future. It should have: - • An enhanced thickness detector. • An excellent fitness detection with high and stable repeatability and reproduction of soil and stains detection using self-tests and integrated white adjustment • It should have an improved fitness evaluation of banknotes and can even detect Micro-perforations on the banknote, differentiation between missing corners and dog-ears • Slots for third party sensor • Enhanced thread detecting Sensor • Enhanced Magnetic Sensor • Enhanced Fluorescence /phosphorescence sensors • M-feature sensor		
d)	Re use of any of the existing sensors where possible to enhance authentication of Kenyan currency		
e)	It should contain a suction unit which removes and filters dust from the input/Sensor module. The dust should be vacuumed directly during processing, so less dust is released and the machine stays clean		
f)	Header cards reader to enable processing of even small deposits with maximum productivity and secure accounting		
g)	It should have an integrated vacuum hose which simplifies cleaning of the sensor section		
h)	The feeding should be continuous and seamless i.e. it should have two forks for lifting banknotes		
i)	The singler cover should be automated to reduce noise and prevent dust escaping		
j)	It should have an improved and modified round belt transport system which provides reliable transport even for banknotes of very poor quality		
k)	It should have an excellent fitness detection with high and stable repeatability and reproduction of soil and		

	stains detection		
l)	Carefully remove the operating module of the BPS 1080SB - 30 and replace it with a new BPS M7 operating module This module should include and not limited to: - • An improved interface screen with Brilliant 15" TFT touchscreen with electrical adjustability for optimum viewing angle • Spacious working area		
m)	Carefully remove stacker modules of the BPS 1080SB-30 and replace them with a new BPS M7 stacker modules. These modules should include and not limited to: - • Each stacker has an automatic on-line bander with dual banding papers reels. • The banding paper to be printed with up to 80 characters or graphical elements such as the customer logo. • Automatic opening of stacker module in case of an error for ease of operator to clear the error		
n)	Replacement of the remaining part of the BPS machines that includes and not limited to changing (if required) of all belts, rollers, pulleys, flap doors, side panels, pneumatic cylinders, shredder knives and any part that need to be replaced.		
o)	All parts and units that have been removed above to be carted away from the site by the tenderer.		
p)	Testing & Commissioning of upgraded BPS M7		
q)	Supply of spare parts, cleaning tools and consumables to last for one year on each site. The banding paper to be inscribed with words using different colors as shall be provided by CBK.		
r)	To provide service tools - complete sets of toolkits Including diagnostic and troubleshooting equipment		
s)	To provide currency management training to four persons on machine usage and optimization.		
t)	Comprehensive Technical training for technicians & Engineers at the manufacturers site		
	Nairobi: Advanced BPS M7 training for 5 officers		
	Kisumu: Basic BPS M7 training for 4 officers		
	Mombasa: Basic BPS M7 training for 4 officers		
u)	To provide all technical, service and operation manuals on each site		

v)	Operator training onsite		
	Nairobi: 25		
	Mombasa: 6		
	Kisumu: 6		
w)	Operators training at Manufacturers training school.		
	Nairobi: 15		
	Mombasa: 6		
	Kisumu: 6		
x)	The upgrade should have one years' warranty and a guarantee of at least 10 years' availability of spares		
y)	Upgrade the existing compressor air supply system BOGE S 16 to support five upgraded BPS M7 and two L-sealing machines in Nairobi		
z)	Onsite technical support for 1 month per site should be provided		
aa)	Machine should be operated in a comfortable sitting position.		

6.3 OTHER REQUIREMENTS

6.3.1 GENERAL

- a) Comprehensive Warranty and free maintenance of the equipment shall be for period of **12 months**.
- b) The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site during and after installation.
- c) The services shall be executed under the direction, and to the entire satisfaction in all respects, of the Procuring Entity's Engineer or his representative who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor or other places where work is being prepared for the Contract. The normal working hours shall be from 0800hrs am to 1700hrs Monday to Friday except for Public Holidays. Where work has to be done on site outside the normal working hours, the contractor will have to apply to the Ag. Director, General Services Department for authority two days in advance and give the reasons thereof. This authority shall be granted at the sole discretion of the Ag. Director.
- d) The site for the works is a reasonably quiet office environment. The successful Tenderer will at all times make sure that the occupants are NOT subjected to undue inconvenience throughout the entire contract period.

6.3.2 DESCRIPTION OF SITE AND PRELIMINARY INSPECTION AND SCOPE OF WORK

- a) The site of work is the **Central Bank of Kenya - Head Office, Mombasa Branch and Kisumu Branch**. If the Tenderer, for whatever reason, feels specialized attendance will be required, with significant financial implications, or requires specialized mobilization to start the works, he should spread the cost of such works in his unit rates. No claims whatsoever by the Contractor for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matters or otherwise, should the Contractor be required to offer specialized attendance prior to, or during the performance of the Contract.

6.3.3 MATERIALS, TOOLS, PLANT ETC.

All materials and workmanship used in the execution of services shall be up to standard and description unless otherwise described.

6.3.4 STORAGE & POWER PROVISION

- i. The Procuring Entity will make Electricity Supply available during the contract period

- ii. Power available at the site from where power may be tapped off is 240V, 50Hz, 3 wire one phase or 415V, 50Hz, 4-wire supply.
- iii. The Procuring Entity will provide storage space for materials but will not take responsibility for their safety.
- iv. The Contractor shall provide, at his own risk and cost, where directed on site, weatherproof lock-up sheds or lockers for the safe storage and custody of materials for the works and for the use of workmen engaged therein and shall remove such sheds or lockers and make good damaged or disturbed surfaces upon completion to the satisfaction of the Procuring Entity.

6.3.5 FIXED PRICE CONTRACT

The contract is a fixed price contract and no variations will be payable on grounds of exchange rate fluctuations or increased cost of labour and materials. The Tenderers prices will be deemed to have allowed for forecasts on currency and price fluctuations.

6.3.6 ACCESS TO SITE AND SECURITY

Means of access to the site will be as directed by the Engineer at the site. No other access will be permitted in any circumstances. The Contractor will be required to submit the names and personal details of all the workers for security vetting before commencement of the work. No worker will be allowed on site without prior security vetting and clearance.

6.3.7 AREA TO BE OCCUPIED BY THE CONTRACTOR

The areas to be occupied by the Contractor for the purpose of executing these upgrade and for his own use as storage or for erection of temporary workshop etc. will be as directed by the Procuring Entity through the Engineer. The Contractor must confine his activities strictly to the areas so marked and must ensure that his workmen do not trespass on the other parts of the premises or cause inconvenience to the activities in the buildings.

6.3.8 DAMAGE TO EXISTING PROPERTY

The Contractor shall take every precaution to avoid loss of, or damage to the existing property and any underground services within the premises and he will be held responsible for any damages arising from the execution of this Contract to the aforementioned property and he shall make good all such loss or damage where directed at his own expenses to the satisfaction of the Procuring Entity.

6.3.9 ELECTRICAL REQUIREMENTS

Power available at the site from where power may be tapped off is 240V, 50Hz, 3 wire one phase or 415V, 50Hz, 4-wire supply.

6.3.10 SAFETY, HEALTH AND WELFARE OF WORKPEOPLE

The Contractor shall allow for providing of the safety, health and welfare of workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement.

Attention should be given to safety precautions while equipment for the work is either being delivered or installed or materials are delivered in the premises to prevent accidents.

6.3.11 INSURANCE

The Contractor shall, during the execution of the upgrade insure himself and keep himself insured against all liability arising under the Workmen's Compensation Act or him on these works and shall indemnify the Procuring Entity in respect of any such accident to any such workmen. The Contractor shall further insure himself and keep himself insured against all liabilities arising from all Third Party Claims arising from accidents and he shall indemnify the Procuring Entity in respect of all claims that may be made against him in respect of any such accidents. Copies of insurance cover to confirm this shall be submitted to the Bank on or before the date of site handing over.

6.3.12 CASING UP AND PROTECTING

The Contractor shall be responsible for casing up or otherwise protecting to the satisfaction of the Procuring Entity all parts of the Contract Works liable to cause injury and for removing such protection and making good on completion.

6.3.13 WORKS TO BE DELIVERED UP CLEAN

On completion of the Works, the site and the Works shall be cleared of all plant, scaffolding, rubbish and unused materials and shall be delivered up in a clean and perfect condition in every respect to the satisfaction of the Procuring Entity.

6.4 ANNUAL SERVICE AND MAINTENANCE

Terms of reference for the proposed comprehensive preventive and corrective maintenance services for Banknotes Processing Systems and their accessories (BPS M7)

The Bank intends to have all the BPS machines together with their peripheral system i.e. Air compressor, vacuum pumps, air drier, L-sealing machine covered under a comprehensive maintenance contract.

NO	INSTALLATION SITE	NO.
1.	NAIROBI	5
2.	KISUMU	1
3.	MOMBASA	1

Tenderers are required to provide a quotation for preventive and corrective maintenance as stipulated below:

1. Tenderer to Perform preventive and corrective maintenance for the hardware component of the currency processing systems mentioned above by:
 - Inspecting and performing at half yearly intervals preventive maintenance comprises and not limited to the activities set out below on all Systems:
 - testing of essential System and module functions to verify functionality of the System hardware
 - inspection of wearing parts and replace them where necessary
 - removal of accumulated dirt that might affect the operation reliability of the Systems
 - oiling, greasing and adjustment of mechanical moving parts of the Systems and electronic adjustment
 - replacement of hardware parts before likely malfunctions as indicated by tenderer's empirical data
 - identification and state-of-the-art correction of any probable causes of hardware malfunctions discovered in the course of maintenance work
 - documentation of the work performed, in the form of a service report with the following content
 - ✓ serial number of the System;
 - ✓ counter readings (banknotes and/or operating hours);
 - ✓ description of faults and their correction;
 - ✓ time needed and parts replaced, with their order or identification
 - ✓ numbers; date, beginning and ending time of the maintenance work;
 - ✓ signatures of CBK technical manager or his representative and of Tenderer represented by a service engineer

- correction of malfunctions at Central Bank of Kenya's (CBK) request by means of repair or replacement of defective parts to restore the operation of the Systems
 - Tenderer further undertakes to perform corrective maintenance of the systems. This shall comprise fault diagnosis in the event of malfunctions and fault correction by means of telephone consultation and/or the assignment of service personnel to repair or replace the faulty parts on site
 - Providing a telephone help line to give diagnostic support and advice to CBK technical team on the basis of a description of the malfunction
 - Tenderer to supply the latest catalog of the spare parts for the system
2. Tenderer to supply any new machine operation software upgrades as and when a new version is introduced
 3. Tenderer will during the duration of the agreement carry out all necessary adaptation work in connection with the bps m7machines. New denominations and emissions and counterfeits will be adapted upon CBK's request.
 4. In order to improve the functionality and/or operational reliability of the equipment, tenderer shall be entitled to carry out such modifications at its own discretion but in consultation with CBK, provided these services are not charged separately to CBK.
 5. Tenderer agrees to assign qualified specialists who are familiar with the characteristics of the systems to perform the maintenance work. Tenderer further undertakes to make the necessary materials, tools, documentation, diagnostic and test equipment and other measuring instruments available to the extent needed for performance of the maintenance work.
 6. Tenderer to undertake the repairs of BPS machine sensors during the maintenance agreement
 7. Tenderer to supply all the spare parts during the maintenance agreement free of charge (CIF, NAIROBI)

SECTION VII - STANDARD FORMS

Notes on the sample Forms

- 7.1 **Form of Tender:** This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.
- 7.2 **Tender Security Form:** When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.
- 7.3 **Contract Form:** The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.
- 7.4 **Performance Security form:** The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.
- 7.5 **Manufacturer's Authorization Form:** When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the goods where the tender is an agent.
- 7.6 **Letter of Notification of Award:** This form shall not be completed by the tenderer at the time of submitting the tender. The form shall be completed after contract award.
- 7.7 **FORM RB 1:** This form shall not be completed by the tenderer at the time of submitting the tender. The form shall be completed after contract award.
- 7.8 **DECLARATION FORM:** This form must be completed by the tenderer and submitted with tender documents
- 7.9 **Company profile/Confidential Business Questionnaire Form:** This form must be completed by the tenderer and submitted with tender documents

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 of which is hereby duly acknowledged, we, the undersigned, offer to provide.
[description.....of..... services]
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures].....*
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
Duly authorized to sign tender for and on behalf of _____

7.2 TENDER SECURITY FORM

WHEREAS..... (hereinafter called "the Tenderer") has submitted his tender dated.....for **Upgrade, Testing, and Commissioning of Six Banknote Processing System (BPS1080SB-30) to BPS M7** 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 Procuring Entity") in the sum of US\$ **(OR Kshs.) or its equivalent in UK£ or Euro (€)**, for which payment well and truly to be made to the said Procuring Entity, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this.....day of2014

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 Procuring Entity 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 Procuring Entity up to the above amount upon receipt of his first written demand, without the Procuring Entity having to substantiate his demand, provided that in his demand the Procuring Entity 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)

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

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

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

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

7.4 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to _____ supply [description of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7.5 MANUFACTURER'S AUTHORIZATION FORM

To [name of the Procuring entity]

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

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

[Signature for and on behalf of manufacturer]

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

7.6 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

7.7 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

7.8 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)

7.9 PROFILE OF THE COMPANY (CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM)

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

PART I: GENERAL INFORMATION

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

PART II: BIDDER DETAIL

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

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

PART III: CONTACT PERSON(S) DETAIL

3)	Provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	
4)	Please provide evidence of the registered street and postal addresses of the bidding organization	
	Registered Street Address	Registered Postal Address of your organisation
5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any, including ISO certification reference or proof of the award.	

PART IV: BIDDER ORGANIZATION PROFILE

6)	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.
7)	What is your organisation's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.

8)	Provide the location of the service centre (s) that will support the Central Bank of Kenya.	
	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.

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

9)	Please provide a list of five (5) 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.
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PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

12)	Provide audited financial statements for the last two 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

15)	State 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. <i>FULL NAME:</i> <i>DESIGNATION/POSITION:</i> <i>SIGNATURE:</i> <i>DATE:</i> <i>COMPANY SEAL AND/OR STAMP:</i>
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