

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

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TENDER DOCUMENT

INTERNATIONAL COMPETITIVE BIDDING (ICB)

TENDER FOR SUPPLY, DELIVERY AND COMMISSIONING OF BANKNOTE CONVEYER, WRAPPING AND SEALING EQUIPMENT FOR CENTRAL BANK OF KENYA

TENDER NO. CBK/43 /2020-2021

CLOSING DATE: 2ND FEBRUARY, 2021 AT 1130 HRS EAT

GUIDELINES ON PREPARATION OF BID DOCUMENT

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

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

| No. | Documents Forming the Bid Document | Tenderer's Remarks |
|-----|--|--------------------|
| 1. | The main sections of the tender document that includes: i) Section I - Invitation to Tender; ii) Section II - Instruction to Tenderers; and iii) Section III - General Conditions of the Contract (This sections remain as they are in the tender document.) | |
| 2. | Copy of Certificate of Incorporation (Legal structure) issued by a recognized body in the domiciled country | |
| 3. | 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 | |
| 4. | Signed copies of audited accounts prepared in line with International Financial Reporting Standards (IFRS) for the company for the last two consecutive accounting years (2018-2019). | |
| 5. | Tender Security (Bid Bond) amounting to USD 10,000.00 or its equivalent in Kenya Shillings, Euro or UK Pounds in the form provided in this tender document valid for 150 Days . | |

| | | |
|-----|--|--|
| 6. | Documentary evidence of the company's registration as a manufacturer of currency machines OR authorization letter from manufacturers of the makes of the machines quoted | |
| 7. | Company's profile using the Confidential Business Questionnaire provided in this tender document | |
| 8. | Tenderer are required to reproduce the technical specifications table in Section VI and provide corresponding responses to each of the attributes in an additional right column in the same table | |
| 9. | Commitment letter for availability of after sales support and spares for the next ten years | |
| 10. | Financial Proposal to be itemized as required in this tender. Total price to be carried to the Form of Tender | |
| 11. | Duly filled and signed Form of Tender in the format provided in the tender document | |
| 12. | Tenderers are required to visit the sites to ascertain the space, route to follow and any other requirements needed during installation. Tenderers must submit the layout plan for each site as part of the Bid document. The visits to the sites will be held on 20th and 22nd January, 2021 | |
| 13. | Copy of Company profile. This should include: i). List of technical personnel with copies of testimonials (CVs and Certificates); ii). List of contracts done previously with supporting documents e.g. POs, Letter of award, Contract etc. | |
| 14. | Duly filled and signed declaration form in the form provided in the tender document | |
| 15. | The language of the bid and all other documents forming the bid should be in English language | |
| 16. | All pages of the bid document submitted by the tenderers should be serialized | |

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SECTION I: INVITATION TO TENDER

1. The Central Bank of Kenya invites eligible manufacturers and or authorized dealers to submit sealed **Tenders for Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment** at Central Bank of Kenya, Head Office and Kisumu Branch.
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 0900hrs and 1700hrs EAT using the following address: **The Director, General Services Department (GSD), P. O. Box 60000 - 00200 Nairobi, Tel: +254 20 2861000/2860000, 5th Floor, Central Bank of Kenya, Haile Selassie Avenue, Nairobi, Email: supplies@centralbank.go.ke.**
3. A complete set of tender document containing detailed information may be downloaded from the PPIP website: www.tenders.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 their participation using the email: supplies@centralbank.go.ke before the tender closing date.
4. Prices quoted should be CIF Nairobi and must be expressed in **United States Dollars (USD), Euros (€) or UK£** and should remain valid for a period of **120 days** from the closing date of the tender.
5. **There will be a joint inspection meeting at CBK Head Office on 20th January, 2021 at 1100hrs EAT and at Kisumu Branch on 22nd January, 2021 at 1100hrs EAT.** Bidders are encouraged to attend.
6. Tenders must be accompanied by a **Tender Security of USD. 10,000.00 OR its equivalent in Kenya Shillings, Euro or UK Pounds**, valid for **150 days** issued by a reputable bank or authorized financial institution. Tender Security issued by financial Institutions outside Kenya should be issued through a corresponding Bank in Kenya recognized by the Central Bank of Kenya.
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, Nairobi OR posted as a registered mail using the **address; Director, General Services Department, Central Bank of Kenya, P. O. Box 60000 - 00200, Nairobi - Kenya**, to be received on or before **2nd January, 2021 at 1130hrs EAT.**
8. Tenders will be opened on **2nd January, 2021 at 1130hrs EAT** in the presence of the tenderers representatives who may choose to attend the opening at the **Central Bank of Kenya Head Office, Mezzanine Conference Room.**
9. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

**DIRECTOR,
GENERAL SERVICES DEPARTMENT**

SECTION II - INSTRUCTIONS TO TENDERERS
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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers should complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under the Public Procurement and Asset Disposal Act, 2015.
- 2.1.3 Tenderers should provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement should not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed under the contract should have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are 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 equipment is distinct from the nationality of the tenderer and should be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

- 2.3.1 The Tenderer should bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document should not exceed Ksh 1,000.00

2.3.3 The procuring entity should allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of 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 Form
- (xiv) Declaration form

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 Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post 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 not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity should 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 Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, 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.
- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 **The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, should 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 should govern.**

2.8 Documents Comprising the Tender

- 2.8.1 The tender prepared by the tenderers should 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 2.12 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 2.13 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
 - (e) Confidential Business Questionnaire

2.9 Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer should indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule should be entered separately in the following manner:
- (i) the price of the equipment quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable;
 - (ii) charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
 - (iii) installation charges should also be indicated separately for each equipment
- 2.10.3 Prices quoted by the tender should remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

- 2.11.1 Prices should be quoted in the following currencies:
- (a) For equipment that the tenderer will supply from within Kenya, the prices should be quoted in Kenya Shillings; and
 - (b) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
 - (c) Cost of installation and commissioning will be in the currency of the bid.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderers should furnish, as part of its, tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.1 The documentary evidence of the tenderers eligibility to tender should establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted should establish to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer

- has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (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 Document

- 2.13.1 Pursuant paragraph 2.2 of this section, the tenderer should furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods should consist of statement in the Price Schedule of the country of origin of the goods and services offered which should be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and should consist of:
- a) a detailed description of the essential technical and performance characteristic of the equipment
 - 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 equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
 - c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer should 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 should furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.
- 2.14.2 The tender security should be in the amount not exceeding 2 percent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security should be denominated in Kenya Shillings or in another freely convertible currency, and should be in the form of
- a) Cash
 - b) A bank guarantee
 - c) Such insurance guarantee approved by the Authority
 - d) Letter of credit.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - b) in the case of a successful tenderer, if the tenderer fails:
 - i) to sign the contract in accordance with paragraph 2.27
 1. or
 - ii) to furnish performance security in accordance with paragraph 2.28
 - c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers should remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period should be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto should be made in writing. The tender security provided under paragraph 2.14 should also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity should 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 should govern.

2.16.2 The original and all copies of the tender should be typed or written in indelible ink and should 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, should be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

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

2.17.2 The inner and outer envelopes should:

(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

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

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

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than (*the time and date specified*).

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

2.18.3 Bulky tenders which will not fit in the tender box should be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice should 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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (*the time, and the date*) and in the following location. (*address of the procuring entity*)

The tenderers' representatives who are present should sign a tender opening register evidencing their attendance.

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response should be in writing, and no change in the prices or substance of the tender should be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price should prevail, and the total price should 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

- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The Procuring entity's evaluation of a tender will exclude and not take into account
- (a) in the case of equipment manufactured in Kenya or equipment of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
 - (b) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.
- 2.24.3 The comparison should be of the ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.
- 2.24.4 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 2.23.5 and in the technical specifications:
- (a) delivery and installation schedule offered in the tender;
 - (b) deviations in payment schedule from the specifications in the Special Conditions of Contract;

- (c) the cost of components, mandatory spare parts and service;
- (d) the availability in Kenya of spare parts and after-sales service for the equipment offered in the tender;

2.24.5 Pursuant to paragraph 2.24.4 the following evaluation methods will be applied

(a) *Delivery schedule*

- (i) The Procuring entity requires that the equipment under the Invitation for Tenders should be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) *Deviation in payment schedule*

Tenderers should state their tender price for the payment of 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.

(c) *Spare parts and after sales service facilities*

Tenderers must offer items with service and spare parts back-up. Documentary evidence and locations of such back-up must be given. Where a tenderer offers items without such back-up in the country, he must give a documentary evidence and assurance that he will establish adequate back-up for items supplied.

2.24.6 The tender evaluation committee should evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.7 Preference where allowed in the evaluation of tenders should not exceed 15%

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer should contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-Qualification

2.26.1 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.

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

2.26.3 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

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

2.26.5 To qualify for contract awards, the tenderer should 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) Should 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) Should not be debarred from participating in public procurement.

(c) Procuring Entity's Right to Accept or Reject Any or All Tenders

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

- 2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and should not be liable to any person for the termination
- 2.26.8 The procuring entity should 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.
- 2.26.9 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 should be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 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.
- 2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers should be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that this tenderer has not been successful

2.28 Signing of Contract

- 2.28.1 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.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer should sign and date the contract and return it to the Procuring entity.
- 2.28.3 The parties to the contract should have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer should 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.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 should constitute sufficient grounds for the annulment of the

award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer should sign a declaration that he has and will not be involved in corrupt or fraudulent practices.
- 2.30.2 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.
- 2.30.3 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: INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender should 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 should prevail over those of the instructions to tenderers.

Table 2: Appendix: Instructions to Tenders

| Instructions to Tenderers Reference | Particulars of Appendix to Instructions to Tenders |
|-------------------------------------|---|
| 2.1.1 | Eligible tenderers will be manufacturers or Authorized Dealers of Banknote Conveyers, Wrapping And Sealing Equipment |
| 2.3.2 | Tender Document to be downloaded from the PPIP and CBK websites at no cost |
| 2.4 | Documents listed as “xi, Bank Guarantee for Advance Payment Form” do not form part of this tender document. |
| 2.11.1 | Prices to be quoted should be expressed in United States Dollars (USD), United Kingdom Pounds (UK£) or Euros (€) CIF Nairobi. |
| 2.14.2 | Tenderers should furnish, as part of its tender, a tender security amounting to USD 10,000.00 OR its equivalent in Kenya Shillings, Euro or UK Pounds in the form provided in the tender document, valid for 150 days from the date of tender opening. Tender Security issued in form of Bank guarantee by foreign manufacturers or firms should be channeled through a corresponding bank operating in Kenya licensed by Central Bank of Kenya. Cash deposits are allowable as tender security |
| 2.15.1 | Tender should remain valid for 120 days after date of tender opening. |
| 2.16.1 | One “ORIGINAL TENDER” and one “COPY OF TENDER” documents will be submitted |
| 2.17.2 (b) | The inner and outer envelopes should bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 2nd February, 2021 at 1130hrs EAT (East Africa Time) ” |
| 2.18.1 | Tenders to be received not later than 2nd February, 2020 at 1130hrs EAT (East Africa Time) |
| 2.20.1 | The Procuring entity will open all tenders in the presence of tenderers’ representatives who choose to attend, on 2nd February, 2021 at 1130hrs EAT . The place of opening will be Central Bank of Kenya, Head Office located along Haile Selassie Avenue, Nairobi, Kenya, Conference Room on Mezzanine Floor . |
| 2.29.1 | Performance security shall be 5% of the contract amount |
| | The language of the bid and all other documents forming the bid shall be in English language |

Evaluation Criteria

Evaluation will be carried out through four stages as follows:

Stage 1: Compliance with the Mandatory Requirements

Stage 2: The Technical Evaluation on Specifications

Stage 3: Technical Evaluation on Capacity to Deliver the Contract

Stage 4: The Financial Evaluation (quoted prices)

Recommendation of Award

Stage 1: Compliance with the Mandatory Requirements (MR)

Bidders are required to provide documentary evidence in compliance with the below mandatory requirements as part of their bid. A bidder will be required to meet all the mandatory requirements below to qualify to stage 2 on Technical Evaluation on specification.

Table 3: Mandatory Requirements

| No. | Mandatory Requirements | Response |
|-----|--|----------|
| MR1 | 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 | |
| MR2 | 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 issued by the same authority | |
| MR3 | Provide copies of the audited accounts prepared in line with International Financial Reporting Standards (IFRS) for the company for the last two consecutive accounting years (2018 & 2019) | |
| MR4 | Provide Tender Security (Bid Bond) amounting to USD 10,000.00 or its equivalent in Euro (€) or Sterling Pounds (GBP) in the form provided in this tender document valid for 150 Days. | |
| MR5 | Provide documentary evidence of the company's registration as a manufacturer or authorization letter from the manufacturers of Banknote Conveyer, Wrapping and Sealing Equipment quoted | |

Stage 2: Technical Evaluation on specification:

Tenderers meeting all the mandatory requirements in stage 1 will have their bids evaluated against compliance with technical specification provided for each respective item under section VI of this tender document. Tenderer 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 for the respective item in stage two will be subjected to technical evaluation on capacity to deliver the contract based on the technical parameters given below. Tenderers will be required to score 75% and above to qualify to the next stage of the evaluation.

Table 4: Technical Evaluation on Capacity to Deliver the Contract

| No. | Evaluation Attribute | Weighting Score | Max Score % |
|-----|--|--|-------------|
| T1. | Number of years in the business of manufacturing of Banknote Conveyers, Wrapping and Sealing Equipment. (Provide proof) | <ul style="list-style-type: none"> • 1 mark for each year in Business up to a max. of 5 marks | 5 |
| T2. | Provide a list of at least five (5) Central Banks in Africa (complete with address, telephone numbers) of which the company has supplied and installed Banknote Conveyers, Wrapping and Sealing Equipment. | <ul style="list-style-type: none"> • 4 marks for each Central Bank up to a max. of 20 marks | 20 |
| T3. | Provide a list of at least five (5) Central Banks apart from those in Africa (complete with address and telephone numbers) of which the company has supplied and installed Banknote Conveyers, Wrapping and Sealing Equipment | <ul style="list-style-type: none"> • 2 marks for each Central Bank up to a max. of 10 marks | 10 |
| T4. | Provide a list of at least five(5) technicians/engineers in the company qualified in installation of Banknote Conveyor, Wrapping and Sealing Equipment to be supplied. Tenderers MUST provide proof of the technical competencies of each technician/engineer listed | <ul style="list-style-type: none"> • 2 marks for each qualified staff up to a max. of 10 marks | 10 |
| T5. | Provide a list of the Banknote Conveyers, Wrapping and Sealing Equipment of the same model as the one offered in this tender that your company has supplied and installed globally. Tenderer must provide a proof of installation of Banknote Conveyers, Wrapping and Sealing Equipment same as the one offered in this tender globally. Provide proof complete with address, telephone numbers and reference letters from at least five (5) Central Banks. (No marks to be awarded where no reference letters have been provided) | <ul style="list-style-type: none"> • 10 marks for above 5 machines • 5 marks for 2-4 machines • No marks for less than 2 machines | 10 |

| | | | |
|------|--|--|-------------|
| T6. | Provide proposed layout of the BPS machines with the new Conveyer, Wrapping and Sealing Equipment | <ul style="list-style-type: none"> • Drawing to scale with easy of movement | 15 |
| T7. | Provide list and evidence of at least two certifications from recognized bodies like ISO 9001 | 2.5 marks for each certification subject to a maximum of 5 marks | 5 |
| T8. | Delivery period after the award of tender | <ul style="list-style-type: none"> • Shortest (≤ 4 months) Delivery period provided by a technically responsive bidder: 15 marks • Others prorated as <u>Shortest Delivery</u> *15 Delivery period | 15 |
| T9. | Training Capacity Provide proof of ability to conduct training at technical and operational level on the Banknote Conveyer, Wrapping and Sealing Equipment. Proof of training school with the same system tendered in this tender | <ul style="list-style-type: none"> • Evidence to be provided in form of a detailed training program conducted to a client(s) in the last 12 months | 5 |
| T10. | Audited Financial Statements for the last two consecutive years (2018 and 2019) certified by a certified auditor. The evaluation committee will consider annual turnover | <ul style="list-style-type: none"> i) 5 marks for average annual turnover of US\$ 10Million and above ii). 2.5 marks for average annual turnover of US\$ 7.5Million and below US\$ 10M iii). 1 marks for average annual turnover of US\$ 5Million and below US\$ 7.5M iv). No mark for average annual turnover of below US\$ 5Million | 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 that **score 75% and above** on the Technical Evaluation on Capacity to Deliver the Contract will have their financial bids subjected to financial evaluation. Financial Evaluation will involve checking arithmetic errors and completeness of the financial bids under the respective category.

Stage 6: Recommendation of Award

The lowest evaluated bidder for each lot in the Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment will be recommended for consideration of award.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions should apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

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 and will be treated thus in the evaluation of the tender.

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The Candidate should not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

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

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

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

3.7.3 The performance security should be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and should be in the form of

- a) Cash
- b) Bank guarantee
- c) Such insurance guarantee approved by the Authority
- d) Letter of credit

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

3.8 Inspection and Tests

- 3.8.1 The Procuring entity or its representative should have the right to inspect and/or to test the equipment to confirm their conformity to the Contract specifications. The Procuring entity should 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. All reasonable facilities and assistance, including access to drawings and production data, should be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer should either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation should in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 should in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer should provide such packing and packaging of the equipment 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 should comply strictly with such special requirements as should be expressly provided for in the Contract

3.10 Delivery and Documents

- 3.10.1 Delivery of the equipment, documents and installation of the same should be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The equipment supplied under the Contract should 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 should be specified in Special Conditions of Contract

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

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract should 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 should not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation should not exceed 25% of the original contract price.

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

3.14. Assignment

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

3.15. Subcontracts

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

3.16. Termination for Default

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

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

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

3.17. Liquidated Damages

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

3.18. Resolution of Disputes

3.18.1 The procuring entity and the tenderer should make every effort to resolve amicably by direct informal negotiation any 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.19. Language and Law

3.19.1 The language of the contract and the law governing the contract should be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.20. Force Majeure

3.20.1 The Tenderer should 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.

3.21 Notices

3.21.1 Any notice given by one party to the other pursuant to this contract should be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.21.2 A notice should 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 should supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein should prevail over these in the GCC.
- 4.2 Special conditions of contract as relates to the GCC

Table 5: Special Conditions of Contract

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|------------------|--|
| 3.7.1 | Performance security to be 5% of the contract sum |
| 3.10 | Delivery will be made to Central Bank of Kenya, Head Office Nairobi, and at Kisumu Brach |
| 3.11 | Marine/Shipping insurance needs to be provided in accordance with the Kenyan Law. Section 20, Subsection (1) of the Kenyan Insurance Act, CAP 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 |
| 3.12.1 | Payment for the equipment will be made upon certified Installation, testing and commissioning of the machines. The payment will be done with retention of 5% after one year defects liability period. |
| 3.18.2 | Resolution to disputes should be referred to a court of law of competent jurisdiction in Kenya for settlement |
| 3.19.1 | The language of the contract and the law governing the contract should be English language and the Laws of Kenya respectively. |

SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES

Lot 1: Floor layout design and Re-installation of BPS M7 banknote processing systems at CBK Head Office

| No. | Description | Qty | Unit Price | Total Price |
|-----|---|------|------------|-------------|
| 1 | | | | |
| | a. New floor layout design | Item | | |
| | b. Installation and commissioning of the 5No. BPS M7 machines as per new layout | Item | | |
| | Total cost carried to summary page (Lot 1) | | | |

Lot 2: Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment at CBK Head Office in Nairobi

| No. | Description | Qty | Unit Price | Total Price |
|-----|--|-----|------------|-------------|
| | Machine Type: | | | |
| | Machine Model:..... | | | |
| 1 | Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment at CBK Head Office in Nairobi. | 1 | | |
| | a. Supply of consumable to last for one year- State all the consumables necessary for the said equipment and their respective costs. | LS | | |
| | b. Supply of spare parts and cleaning tools to last for one year | LS | | |
| | c. Service tools - complete sets of toolkits Including diagnostic and troubleshooting equipment | 1 | | |
| | Sub Total | | | |
| | | | | |

| | | | | |
|--|--|---|--|--|
| | d. Comprehensive technical training for eight technicians & Engineers at the manufacturers site in two sessions (cost of travel and subsistence to be met by the Bank) | 8 | | |
| | Sub Total | | | |
| | Total cost carried to summary page (Lot 2) | | | |

Lot 3: Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment at CBK Kisumu Branch

| No. | Description | Qty | Unit Price | Total Price |
|-----|--|-----|------------|-------------|
| | Machine Type: | | | |
| | Machine Model: | | | |
| 1 | Supply, Delivery and Commissioning of Banknote Conveyer, wrapping and Sealing Equipment at CBK Kisumu Branch in Kisumu. | 1 | | |
| | a. Supply of consumable to last for one year- State all the consumables necessary for the said equipment and their respective costs. | LS | | |
| | b. Supply of spare parts and cleaning tools to last for one year | LS | | |
| | c. Service tools - complete sets of toolkits Including diagnostic and troubleshooting equipment | 1 | | |
| | Sub Total | | | |
| | | | | |
| | d. Comprehensive technical training for eight technicians & Engineers at the manufacturers site in two sessions (cost of travel and subsistence to be met by the Bank) | 2 | | |
| | Sub Total | | | |
| | Total cost carried to summary page (Lot 3) | | | |

Summary Page

| No. | LOTS | Price |
|-------|--|-------|
| 1. | Floor layout design and re-installation of BPS M7 banknote processing systems at CBK Head Office | |
| 2. | Lot 2: Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment at CBK Head Office in Nairobi | |
| 3. | Lot 3: Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment at CBK Kisumu Branch | |
| TOTAL | | |

Key: LS Means Lump Sum

Note: Bidders are allowed to quote for one (1) or two (2) or all the three (3)

We the undersigned submit our tender for the above specified equipment amounting to

_____ In words: _____

Our delivery Period should 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 SPECIFICATION

6.1 GENERAL

6.1.1. These specifications describe the basic minimum requirements for equipment. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc. for the products they intend to supply.

6.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specific requirement.

6.1.3 All the dimensions and capacities of the equipment to be supplied should not be less than those required in these specifications. Deviations from the basic requirements, if any, should be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations should be found critical to the use and operation of the products

6.1.4 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

6.2A: Specifications Banknote Conveyor, Wrapping and Sealing Equipment for CBK Head office

| No. | Item Description | Bidders Respond |
|-------|--|-----------------|
| Lot 1 | <p>Floor layout design and re-installation of BPS M7 banknote processing systems at CBK Head Office:</p> <ol style="list-style-type: none"> 1. Study careful the current machine layout of the processing room and take relevant measurements. 2. Come up with a proposal of a layout that will give more room for working and movement of the note examiners, movement of cash boxes and space for future incorporation of an automatic note feeding system to the BPS M7 machines 3. Design a system with an eye on minimum down time and able to work with five (5) BPS M7 processors with 8 stacker each at full load. It should be: <ul style="list-style-type: none"> • Well secured system • Low energy consumption. Conveyor to be activated by bundle drops from the processor • Tamper proof packaging | |

| | | |
|--------------|---|--|
| | <ul style="list-style-type: none"> • Camera monitoring the number of sub-bundles in each bundle output • Use of transparent shrink-wrapping film • Bundle measurement: length 150 to 190 mm width 130 to 160 mm, Height 60 to 80mm • Contain a buffer unit for intermediate storage of bundles • Low noise level • Adhere to high safety standards • Operating at: ambient temp 20°C - 35°C • Electric power 3 phase 415 Vac, 50Hz • Possibility to disabled the conveyor system and revert to manual working without much inconvenience • Provide position for manual feed bundles • Film supply unit with a spike rollers • Operating panel for easy interaction with the machine • Availability of the system and seamless working for all the five BPS machines is of paramount importance. • The system should be able to work with no or minimal user interventions | |
| | Tabulate what will be required/changed to implement the new layout | |
| | Come up with the project implementation and program with an aim of minimizing interruption in the processing room | |
| Lot 2 | Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment at CBK Head Office in Nairobi | |
| | Technical Carefully remove the existing conveyor, Sealing and Shrinking systems | |
| | Re-arrange the BPS M7 as per the approved layout | |
| | Service and recommission the BPS M7 machines | |
| | Install new conveyor system/s | |
| | Install new Sealing-Shrinking system/systems that will be able to seal bundles of banknotes generated from five BPS M7 machines at full load (without shredding) without any delay or stop in banknote processing | |
| | Test and commission the new conveyor and the Sealing Shrinking system/s | |

| | | |
|--------------|--|--|
| | Test and commission the new system/s with the BPS M7 machines | |
| | Provide list of all spare parts that will be required to minimize the new system downtime during a warranty period of one year. | |
| | Provide consumables to last one year | |
| | Provide list of special tools that are required for the service of the new system | |
| | Provide training proposal for 8No. Bank Engineers/ Technicians at the manufacturer training facility | |
| | Provide training proposal at the site to engineers and operators | |
| | Provide six large bundle spring loaded collecting tills | |
| Lot 3 | Specifications of Banknote Conveyor, Wrapping and Sealing Equipment for CBK Kisumu Branch | |
| 3A | <p>Preliminary</p> <ol style="list-style-type: none"> 1. Take measurements and come up with a proposal of the layout of the conveyor and Sealing-Shrinking machine. 2. Tabulate what will be required/changed to implement the new layout 3. Come up with the project implementation and program with an aim of minimizing interruption in the processing room | |
| 3B | <p>Technical</p> <p>Carefully remove the existing conveyor and Sealing-Shrinking system</p> <p>Install new conveyor system and Sealing-Shrinking system</p> <p>Test and commission the new conveyor and the Sealing-Shrinking system</p> <p>Test and commission the new system above with the BPS M7 machines</p> <p>Provide list of all spare parts that will be required to minimize the new system downtime during a warranty period of one year.</p> <p>Provide list of consumables to last one year</p> <p>Provide list of special tools that are required for the service of the new system</p> <p>Provide training proposal of 2No. Bank Engineers/ Technicians at the manufacturer training facility</p> <p>Provide training proposal at the site to engineers and operators</p> <p>Provide six large bundle spring loaded collecting tills</p> | |

SECTION VII: STANDARD FORMS

Notes on the Standard 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 Confidential Business Questionnaire Form

This form must be completed by the tenderer and submitted with tender documents

7.3 Tender Security Form

When required by the tender document the tenderer should provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.4 Contract Form

The Contract form should not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form should be completed after contract award.

7.5 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.6 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.

7.1 FORM OF TENDER

Tender No. _____

**To: Director,
General Services Department
Central Bank of Kenya
P.O. Box 60000 – 00200
NAIROBI**

Dear Sir,

2. Having examined the tender documents including Addenda Nos. *[insert numbers]*. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment for Central Bank of Kenya** in conformity with the said tender documents for the sum of(Amount of Tender)

In words,
.....

3. 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 and complete the works in weeks.

4. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by Central Bank of Kenya.

5. We agree to abide by this Tender for a period of 120 days from the date fixed for tender opening of the Instructions to tenderers, and it should remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Name of Contractor:

Signature of the first Director

Address.....

.....

Date.....

Signature of the second Director

Address.....

.....

Date.....

Company Seal

.....

.....

**7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM
(COMPANY PROFILE)**

(You are advised that it is a serious 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 should be treated in strict confidence.
- c) Any information given and later found to be incorrect should 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 |
| | | | |
| | Country of Registration | | |
| 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 | |
| | Facsimile 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 organization |
| | LR No. | |
| 5) | Please provide evidence of current registration with relevant regulatory body within your industry, if any. | |

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 organization's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities. |

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 should be expected to state any objections. If not stated, you should be deemed to have authorized the Bank to contact these customers.

| | |
|----|---|
| 8) | Please provide references from your major clients where you have successfully carried out similar or comparable assignment. |
|----|---|

PART VI: BIDDER'S STANDARD CONTRACTS

| | |
|----|---|
| 9) | Provide details of the preferred payment plan if not contained in the standard contract supplied. |
|----|---|

PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

| | | |
|-----|---|--|
| 10) | <p>Can the Bidder supply certified 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.</p> <p>Are you currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability)?</p> | |
| 11) | <p>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?</p> <p>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 timeously implement any contract which may be awarded to it pursuant to this Tender?</p> | |

| | | | |
|--|---|-----------------|------------|
| 12) | Have you ever: | | |
| | Question | Response | |
| | | | Yes |
| | 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 VIII: CERTIFICATION

I/We do hereby certify that the above information is correct in all respects.

FULL NAME:

DESIGNATION/POSITION:

SIGNATURE:

DATE:

COMPANY NAME AND ADDRESS:
.....
.....

SEAL:

7.3 TENDER SECURITY FORM

WHEREAS..... (hereinafter called "the Tenderer") has submitted his tender dated.....for **Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment for Central Bank of Kenya** at Central Bank of Kenya KNOW ALL PEOPLE by these presents that WE,.....

.....
having our registered office at
(Hereinafter called "the Bank"), are bound unto CENTRAL BANK OF KENYA (hereinafter called "the Employer") in the sum of **USD** (**OR Kshs.**) **or its equivalent in UK£ or Euro (€)**, for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this.....day 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 Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

(Date)
_____(Witness)

Signature of the Bank)
_____(Seal)

7.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*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 should have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents should 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 _____)

7.5 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 _____ for **Supply, Delivery and Commissioning of Banknote Conveyer, Wrapping and Sealing Equipment for Central Bank of Kenya** (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer should 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]

7.6 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.

7.7. 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 should 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

7.8 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

7.9 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)