



**COMMUNICATIONS
AUTHORITY OF KENYA**

**TENDER FOR DESIGN, PRINTING AND DELIVERY OF
CALENDARS AND NOTE BOOKS FOR THE YEAR 2015**

TENDER REF NO.

CA/PROC/OT/02/2015-2016

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Tender Ref No. CA/PROC /OT/02/2015-2016

DESIGN, PRINTING AND DELIVERY OF NOTEBOOKS AND CALENDARS FOR THE YEAR 2016

- 1.1 The Communications Authority of Kenya invites sealed tenders from eligible candidates for the design, printing, and delivery of notebooks and calendars.
- 1.2 Complete Tender documents may be obtained from CA Centre along Waiyaki way Nairobi.
- 1.3 Interested eligible candidates may obtain further information from the Office of the Assistant Director Procurement, (Tel: +254 20 4242000/0703042000, CA Centre Building, Along Waiyaki Way Nairobi, On 2nd Floor.
- 1.4 Prices quoted should be net inclusive of all taxes, design and production cost, all third party cost and delivery costs, and must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.
- 1.5 It is mandatory for all suppliers/bidders to submit to Communications Authority of Kenya (CA) clearly marked ‘**Preferred Samples**’ of notebooks and calendars together with the bids on or before the tender opening date. The bids without samples will be disqualified
- 1.6 Completed Tender Documents in plain sealed outer envelopes marked with the tender number and title should contain both technical and financial bids separately and should be deposited in the Tender Box located at the Front Entrance to the CA Centre Building on Waiyaki Way Nairobi before the closing date of **12th August 2015** at the slotted time of 2.30 p.m. Tenders will be opened thereafter at 1st floor meeting room 2 of the CA Centre in the presence of the tenderer’s representatives who may choose to attend the opening.

NOTE:

Late bids will not be accepted and will be returned unopened.

SECTION B – GENERAL REQUIREMENTS

2.0 Validity of Tenders

- 2.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Authority, pursuant to paragraph 1.7. A tender valid for a shorter period shall be rejected by the Authority as nonresponsive.
- 2.2 In exceptional circumstances, the Authority 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. A tenderer granting the request will not be required nor permitted to modify its tender.

2.2.0 Format and Signing of Tender

2.2.1 The tenderer shall prepare one copy of the tender, clearly marking the reference no.: **CA/PROC/OT/02/2015-2016.**

2.2.2 The original copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly au- printed literature, shall be initialed by the person or persons signing the tender.

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

2.2.4 The Authority will prepare minutes of the tender opening which will be submitted to the tenderer's that signed the tender opening register and will have made the request.

2.3.0 Clarification of tenders

2.3.1 To assist in the examination, evaluation and comparison of tenders the Authority 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.

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

2.4.0 Preliminary Examination and Responsiveness

2.4.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are Generally in order

2.4.2 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. If there is a discrepancy between words and figures, the amount in words will prevail.

2.4.3 The Authority 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.

2.4.4 Prior to the detailed evaluation, the Authority 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 Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.4.5 If a tender is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.5.0 Evaluation and comparison of tenders

2.5.1 The Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.4

2.5.2 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

2.5.3 Pursuant to paragraph 2.51 the Authority will come up with an evaluation committee who will evaluate both technically and financially, submissions in order to identify the winner of the tender.

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

2.55 To qualify for contract award, the winning tenderer will have to meet the specifications and the evaluation criteria as outlined in the tender document

2.5.6 Contacting the procuring entity

2.5.7 Subject to paragraph 2.11, no tenderer shall contact the Authority on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.5.9 The winning bidder will be the lowest evaluated against the evaluation criteria indicated in Section E.

2.6.0 The tenderers achieving a pass mark of 60% and above will be evaluated financially.

SECTION C – SPECIAL NOTES

3.0 Award of Contract

a) Post qualification

- 3.1 In the absence of pre-qualification, the Authority 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.
- 3.2 The determination of the winning tender will take into account the tenderer's capabilities as evidenced in the evaluation criteria. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.44, as well as such other information as the Authority deems necessary and appropriate.

b) Award Criteria

3.1.1 The Authority 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.

3.1.2 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 recommended for debarment from participating in future public procurement.

3.2.0 Notification of award

3.2.1 Prior to the expiration of the period of tender validity, the Authority will notify both the successful and unsuccessful tenderer in writing that its tender has been accepted or not accepted.

3.3.0 Signing of Contract

3.3.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Authority

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

3.33 The successful bidder will be required to give weekly progress reports on printing of note books and calendars.

3.4 Corrupt or Fraudulent Practices

3.4.1 The Authority 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.

3.4.2 The Authority 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;

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

3.5 Assignment

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

3.6 Termination for Default

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

SECTION D - TECHNICAL SPECIFICATIONS

CA NOTEBOOKS AND CALENDARS, – SPECIFICATIONS

1. Wall Calendars
Description
Proposed theme: CA’s Corporate Social Responsibility initiatives
Size: Portrait Normal A2 size with spiral binding (wire-o-wire)
Quantity: 3,500
Paper: Calendar leaves 150gsm on Matt Art paper and straw board at the back on 400 gsm
Flysheet: 80gsm on bond paper
Colour: The calendar will be full colour for both the leaves and flysheet
Printing: 13 Leaves printed one side only on all leaves
Pages: One month to view (13 pages inclusive of flysheet)
Copy writing services: Provide services of a professional copywriter to provide copy on the calendar. This copy will be applied to both wall and desk calendars.
2. Desk Calendars
Theme: Must be aligned to the wall calendar theme “CA’s Corporate Social Responsibility initiatives”
Quantity: 3,500
Size: Leaves-17 x 15.6cm Stand -24 x 15.6cm
Pages: 6 leaves + flysheet on 250gsm white matt art board
Stand: 400gsm strawboard covered with full color printed 150gsm art paper.
Finishing/ binding: wire -o- wire.

3. NOTEBOOKS

Branding:

- The notebook will be customized to fit the CA brand.
- The notebook will have up to 8 sheets of well laid out branded corporate information in full colour, glossy paper. The corporate information will be slotted within the pages.
- All the notebook pages should have either an overprint or watermark of the CA logo.
- The notebook must also have useful information pages of international standards.

Paper:

The quality of the inside pages should be a minimum of 100gsm. The edges of the pages should be well finished.

Page divider: The Notebook should have page divider or bookmark

Size: The Authority is open-minded on the size of the notebook. However, the size should be large enough to write notes on while at the same time convenient enough to carry from point to point

Quantity: 3,500

Cover: The cover should be firm enough to protect the pages inside and should not bend, should withstand daily use such that the quality does not degenerate and should not easily show dirt.

The cover should be aesthetically pleasing , the stitching should be neat and professionally done, preferably have a pen loop

Note: Sample is available at the Authority for viewing

Pen Holder: The notebook should have a provision for holding a pen

NB: Bidders should note the following on the calendars

Bidders are expected to quote for the full range of the processes including the calendar Design, pre-production and printing. All images (including Photography and models if required) must be provided for in the quote. The relevant copyright should also be sought accordingly, by the relevant bidder

Bidding firms will be expected to present sample calendars/ notebooks of similar works done for other firms in the past. The samples should have the paper as well as the finish that will be used for the final product for the Authority.

The samples must be accompanied by computer-generated design on the proposed theme (*ICT-the friend in our lives*), and concepts of at least three leaves that will appear on the calendar. The concepts must reflect the proposed theme and copy must be well written.

Bidding firms should indicate the validity of the tender and the delivery period proposed after approval of artworks by the Authority.

NOTE:

THE SCORES AT THE TECHNICAL EVALUATION WILL BE AS EVIDENCED BY THE SAMPLE PROVIDED BY THE TENDERER, AND MUST MEET THE ABOVE ATTRIBUTES AS A MINIMUM REQUIREMENT.

The following requirements must be met by the tenderer, notwithstanding other requirements in the tender document:

A) MANDATORY REQUIREMENTS

NO	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
MR1	Provide samples of Calendar (s) and /or notebooks (whichever is applicable)	
MR2	Must submit a copy of Certificate of Registration/Incorporation	
MR3	The bidder must submit a CR12 Form obtained from Attorney General's office showing the shareholders of the firm	
MR4	Must submit a copy of valid Tax Compliance Certificate	
MR5	Bid bond in the form of bank guarantee or issued by Insurance Company approved by PPOA of Kshs. 50,000.00	
MR6	Provide dully filled up and signed confidential company profile in the format provided. (Forms that are not signed shall not be accepted)	

Note: A Bidder who does NOT meet ANY of the Mandatory Requirements will not proceed to the next stage of technical capacity requirements.

SECTION E - EVALUATION CRITERIA

The following requirements must be met by the tenderer not withstanding other requirements in the tender document:

A) MANDATORY REQUIREMENTS

NO	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
MR1	Provide samples of Calendar (s) and /or notebooks (whichever is applicable)	
MR2	Must submit a copy of Certificate of Registration/Incorporation	
MR3	The bidder must submit a CR12 Form obtained from Attorney General's office showing the shareholders of the firm	
MR4	Must submit a copy of valid Tax Compliance Certificate	
MR5	Bid bond in the form of bank guarantee or issued by Insurance Company approved by PPOA of Kshs. 50,000.00	
MR6	Provide dully filled up and signed confidential company profile in the format provided. (Forms that are not signed shall not be accepted)	

Note: A Bidder who does NOT meet ANY of the Mandatory Requirements will not proceed to the next stage of technical capacity requirements.

B) TECHNICAL EVALUATION

Evaluation of Calendars

Technical - 80

Financial - 20

The overall technical evaluation criteria guide for the calendars is as follows:

Item	Weighting Score	Marks
Creativity, Innovation and appeal of the design within the purview of the proposed theme	As per presentation of proposal	30
Visual balance of the design	As per presentation of proposal	15
Customization to the CCK brand	As per presentation of proposal	15
Number of year in business or printing and design	<ul style="list-style-type: none">• 5 year and above maximum marks:• Others pro-rated at: $\frac{\text{Number of years} \times 5}{5}$	5
Provide a list of all clients and references for which the company has done similar work each valued at 3 million and above	<ul style="list-style-type: none">• 5 or more clients maximum marks:• Others prorated at: $\frac{\text{Number of clients} \times 5}{5}$	5
Delivery/completion period after the award of tender	<ul style="list-style-type: none">• Within two months	5
Financial strength (provide audited accounts for at least two year	Firm with minimum average turnover of Kshs 4, million will score maximum marks	5
TOTAL		80

To be eligible for the Financial Evaluation, bidders must score at least sixty (60) out of eighty (80) at the Technical Evaluation stage.

Evaluation of Financial Proposal

Financial proposal will account for the remaining twenty (20%) percentage points.

The committee shall thereafter compute the financial scores out of 20 points using the following formulae:-

$$\frac{\text{Lowest evaluated bid}}{\text{Bid Price}} \times 20 = \text{Financial Scores}$$

The technical and financial scores will be combined and the firm achieving the highest combined scores will be considered for award of the tender.

Evaluation – Dated note books

Technical - 80

Financial - 20

The overall technical evaluation criteria guide for the dated note books will be as follows:

Item	Weighting Score	Marks
Creative presentation of the corporate information	As per presentation of proposal	20
Uniqueness of note book and pen	As per presentation of proposal	5
Creativity of the design of cover and inside pages	As per presentation of proposal	10
Visual balance and appeal of the design	As per presentation of proposal	15
Customization of the note book and pen to the CCK brand	As per presentation of proposal	5
Paper Quality	As per presentation of proposal	5
Number of year in business or printing and design	<ul style="list-style-type: none">• 5 year and above maximum marks:• Others prorated at: Number of years x 10	5

Item	Weighting Score	Marks
	5	
Provide a list of all clients and references to which the company has done similar work each valued at 5 million and above	<ul style="list-style-type: none"> • 5 or more clients maximum marks: • Others prorated at: $\frac{\text{Number of clients} \times 20}{5}$ 	5
Delivery/completion period after the award of tender	<ul style="list-style-type: none"> • Within two months 	5
Financial strength (provide audited accounts for at least two year	Firm with minimum average turnover of Kshs 10, million will score maximum marks	5
TOTAL		80

To be eligible for the Financial Evaluation, bidders must score at least sixty (60) out of eighty (80) at the Technical Evaluation stage.

Evaluation of Financial Proposal

Financial proposal will account for the remaining twenty (20%) percentage points.

The committee shall thereafter compute the financial scores out of 20 points using the following formulae:-

$$\frac{\text{Lowest evaluated bid}}{\text{Bid Price}} \times 20 = \text{Financial Scores}$$

The technical and financial scores will be combined and the firm achieving the highest combined scores will be considered for award of the tender.

NOTE:

THE SCORES AT THE TECHNICAL EVALUATION WILL BE AS EVIDENCED BY THE SAMPLE PROVIDED BY THE TENDERER, AND MUST MEET THE ABOVE ATTRIBUTES AS A MINIMUM REQUIREMENT.

SECTION F - PRICE SCHEDULE

Name of the Tenderer-----

1	2	3	3	4	5
Item Description	Quantity	Unit Price	Total Price	Unit Price of other incidental services payable	GRAND TOTAL KSHS
A2 Wall Calendar	3,500 No.				
Desk Calendar	3,500 No.				
Desk Dated Note Book with pen	3,500 No.				

Signature of tenderer

Note: In case of discrepancy between unit price and total price, the unit price shall prevail. You should also indicate all statutory charges in the computation of the grand total.

SECTION G - FORM OF TENDER

Date _____

Tender No. _____

To.....
.....

[Name and address of Bank]

Gentlemen and/or Ladies:

1. Having examined the tender documents, we, the undersigned, offer to provide.

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. 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.

4. 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 _____

SECTION H - CONTRACT FORM

THIS AGREEMENT made the day of 20 Between
..... [name of Bank] of [country of
Bank](hereinafter called “the Bank”) of the one part and[name of tenderer]
of [city and country of tenderer](hereinafter called
“the tenderer”) of the other part.

WHEREAS the Authority invited tenders for certain goods and services,
Viz.....[brief description of goods and services] and has accepted a tender by
the tenderer for the supply of those goods and services in the sum of
..... [Contract price in
words and figures]

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 Authority’s Notification of Award.
3. In consideration of the payments to be made by the Authority to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Authority to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Authority hereby covenants to pay the tenderer in consideration of the provision of the goods and services 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 Authority)

Signed, sealed, delivered by the

..... (for the tenderer)

in the presence of

APPENDIX 1 - CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 General

Business Name

Location of Business Premises

Plot No,Street/Road

Postal addressTel No.

Fax Email

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time – Kshs.

Name of your bankers

.....

Branch

Part 2 (a) – Sole Proprietor

Your name in full

Age Country of Origin

Citizenship details

.....

Part 2 (b) – Partnership

Given details of partners as follows

Name Nationality Citizenship details Shares

- 1.
- 2.
- 3.
- 4.

Part 2 © – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Give details of all directors as follows

Name Nationality Citizenship details Shares

- 1.
- 2.
- 3.
- 4.

Date..... Signature of Candidate

Address of Bank

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 14 days of the date of this 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)