



**TENDER FOR PRINTING AND PACKAGING OF CORPORATE
AND CONSUMER EDUCATION PUBLICATIONS,
BROCHURES, FLIERS AND POSTERS
CA/PROC/0T/16/2016-2017**

SECTION I – INVITATION TO TENDER

TENDER REF NO. CA/PROC/OT/16/2016-2017

TENDER NAME: PRINTING AND PACKAGING OF CORPORATE AND CONSUMER EDUCATION PUBLICATIONS BROCHURES, FLIERS AND POSTERS.

The Communications Authority of Kenya invites sealed tenders from eligible candidates for the printing and packaging of assorted corporate and consumer education publications, brochures, fliers and posters for use as and when required during corporate events and for distribution through various channels for a period of **two (2) years. The purchases may be done as and when required or on a quarterly basis.** This procurement tender is reserved for Youth, Disabled, or Women-owned organizations as follows:-

No.	Please indicate if Youth, Disabled or Women-owned organization	Tick where necessary
1	Youth Owned	
2	Disabled Persons owned	
3	Women owned	

You are invited to collect the tender documents and any other additional information from Procurement Division at the CA Center, along Waiyaki Way, Nairobi, on weekdays during normal working hours of 8:00am – 5:00pm free of charge.

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

Completed tender documents should be enclosed in a plain sealed envelope marked; **CA/PROC/OT/16/2015-2016 “TENDER FOR PRINTING AND PACKAGING OF CORPORATE AND CONSUMER EDUCATION PUBLICATIONS, BROCHURES, FLIERS AND POSTERS”** should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **16th November, 2016 at 2.30 p.m.** Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the CA 1st Floor meeting room 2.

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P.O. Box 14448,
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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Authority's Employees, Committee Members, Board Members and their relatives (Spouse and Children) are not eligible to participate in this tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) are 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 Authority to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be considered for award.

2.4. The Tender Document

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

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

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

2.5 Clarification of Documents

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

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

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Authority, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing 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 Authority, 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 Authority, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

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

2.9 Tender Forms

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

2.10 Tender Prices

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the Authority.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and It's qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Authority's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Authority's satisfaction;

- (a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents shall consist of:

- (a) A detailed description of the essential technical and performance characteristic of the goods;
- (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continued supply of the

goods for a period of two (2) years, following commencement of the use of the goods by the Authority; and

- (c) A clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Authority 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 Authority's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Validity of Tenders

2.14.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Authority, pursuant to paragraph 2.17. A tender valid for a shorter period shall be rejected by the Authority as non-responsive.

2.14.2 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 may refuse the request. A tenderer granting the request will not be required nor permitted to modify its tender.

2.15 Format and Signing of Tender

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

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

2.15.3 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.

2.16 Sealing and Marking of Tenders

- 2.16.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY.**” The envelopes shall then be sealed in an outer envelope.
- 2.16.2 The inner and outer envelopes shall:
- (a) Be addressed to the Authority at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name in the Invitation for Tender and the words, “**DO NOT OPEN BEFORE,**” (*16th November, 2016 at 2.30 p.m*)
- 2.16.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.16.4 If the outer envelope is not sealed and marked as required by paragraph 2.16.2, the Authority will assume no responsibility for the tender’s misplacement or premature opening.

2.17 Deadline for Submission of Tenders

- 2.17.1 Tenders must be received by the Authority at the address specified under paragraph 2.16.2 not later than (**16th November, 2016 at 2.30 p.m**)
- 2.17.2 The Authority 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 Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended.

2.18 Modification and Withdrawal of Tenders

- 2.18.1 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 Authority prior to the deadline prescribed for submission of tenders.
- 2.18.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.16. 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.
- 2.18.3 No tender may be modified after the deadline for submission of tenders.
- 2.18.4 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.

2.18.5 The Authority may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.18.6 The Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.19 Opening of Tenders

2.19.1 The Authority will open all tenders in the presence of tenderers' representatives who choose to attend **on 16th November, 2016 at 2.30 p.m)** and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.19.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and such other details as the Authority may deem necessary and at its discretion, may consider appropriate, will be announced at the opening.

2.19.3 The Authority will prepare minutes of the tender opening.

2.20 Clarification of Tenders

2.20.1 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 of the tender shall be sought, offered, or permitted.

2.20.2 Any effort by the tenderer to influence the Authority in tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.21 Preliminary Examination

2.21.1 The Authority 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.

2.21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures the amount in words will prevail

- 2.21.3 The Authority 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.
- 2.21.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.
- 2.21.5 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 non-conformity.

2.22 Conversion to Single Currency

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

2.23 Evaluation and Comparison of Tenders

- 2.23.1 The Authority will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.21
- 2.23.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.23.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.24 Preference

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

2.25 Contacting the Authority

- 2.25.1 Subject to paragraph 2.20 no tenderer shall contact the Authority 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 Authority 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 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.
- 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 Authority 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 Authority 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 Authority will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

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

(d) Procuring entity's Right to accept or Reject any or All Tenders

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

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer.

2.28 Signing of Contract

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

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

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

2.29 Performance Security- Not Required

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

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Authority 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 Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes "Collusive practice" among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition

2.30.2 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.

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.

EVALUATION CRITERIA

The tenders submitted shall be subjected to four stages of evaluation process as shown below:

- a) Preliminary/Mandatory evaluation
- b) Technical Capacity evaluation- 75% pass mark
- c) Due diligence
- d) Financial evaluation (Lowest Bidder)

a. Mandatory Requirement

No	Mandatory Requirement	Yes/No
1.	Submit certified copy of incorporation/registration	
2.	Submit a certified copy of a Valid tax compliance certificate	
3.	Submit a certificated copy of Valid certificate of registration for Access to Government Procurement Opportunities (YAGPO) issued by Ministry of finance.	
5.	Dully filled and signed Confidential Business Questionnaire	
6.	Must submit a CR12 form, indicating the directors of the firm and their shareholding.	
7	Submission of three brochure samples (Corporate Profile brochure, Children and the Use of Cell Phones, Procedure for licensing telecommunications Operators/ Service providers)	

The bid that meets all the above requirement will proceed to the next stage of Technical Evaluation where bids will be subjected to scoring and weighting system based on the parameters below:

b. TECHNICAL CAPACITY EVALUATION

b. Technical Capacity Evaluation

No	Criteria	Max. Score
1	Experience of the firm	
A	General experience	
	<p>The bidder must provide proof of three (3) similar assignments undertaken for at least three (3) clients in the past four years. MUST attach the following:</p> <ul style="list-style-type: none"> • Name of previous client, contact person and contact details, value of assignment, date carried out. (6 Marks i.e. @ 2 marks) • Sample of brochures/fliers/posters carried out for clients mentioned above (6 Marks; 2 marks per client sample provided) • Letter of recommendation from each of the organizations listed above 	15

	(3 Marks i.e. 1 Mark per recommendation letter)	
B	Ability to undertake assignment	
	Bidders must provide relevant orders/contracts for at least three (3) printing works undertaken, costing at least Ksh. 2,000,000.00 from each client. (3 Marks per order per client)	9
C	Equipment and Machinery	
	<p>Bidder MUST provide proof of having the equipment and machinery to print and package materials. The supplier MUST in the very least have the attached list of equipment and MUST either</p> <p>a) Demonstrate possession of equipment to undertake heavy duty commercial printing works (Attach proof of purchase/ownership and installation, photographs (3 Marks) and describe the brand and specifications of equipment listed below. Include list of other equipment that bidder has in possession (7 Marks)); or</p> <p>b) Bidder must have access to printing and packaging equipment (Attach letter from associate's supplier/ agreement. Attach associate's proof of purchase/ownership and installation, photographs (3 Marks) and describe the brand and specifications of equipment listed below. Include list of other equipment that bidder has in possession (7 Marks))</p> <p>The Evaluation Committee shall undertake due diligence to authenticate Bidders proposal.</p>	10
2	Human Capacity	
	Staff should be competent and qualified individual possessing knowledge and at least 5 years' experience in general management in print production works including creative work. Attach CV	9
3	Samples	
A	<p>Conformity of bidders sample to specifications for each publication</p> <ul style="list-style-type: none"> • Corporate Profile brochure (5 Marks) • Children and the Use of Cell Phones (5 Marks) • Procedure for licensing telecommunications Operators/ Service providers (5 Marks) 	15

B	<p>Imposing of pages (Text placement and images conforms with creative designs provided)</p> <ul style="list-style-type: none"> • Corporate Profile (5 Marks) • Children and the Use of Cell Phones (5 Marks) • Procedure for licensing telecommunications Operators/ Service providers (5 Marks) 	15
C	<p>Quality printing with controlled release of ink (Sufficient, quick drying, uniform/even, similar quality to sample)</p> <ul style="list-style-type: none"> • Corporate Profile (5 Marks) • Children and the Use of Cell Phones (5 Marks) • Procedure for licensing telecommunications Operators/ Service providers (5 Marks) 	15
D	<p>Packaging: Mechanism/technique used to package materials to various locations</p> <p>The Authority occasionally distributes consumer education brochures through various channels countrywide and will therefore require bidder to have the brochures pre-packed in a prescribed manner in order to have an assortment of brochures go to a specific location. Bidder is required to describe how the brochures shall be pre-packaged prior to delivery to the Authority and this will be evaluated as below.</p> <ul style="list-style-type: none"> • Inbuilt packaging capability – 6 Marks • Manual Packaging – 3 Marks • No proposal provided – 0 Marks 	6
E	<p>Delivery period of printed and packaged materials upon approval of art work/sample.</p> <ul style="list-style-type: none"> • 1-2 weeks- 6 Marks • 3-4 weeks- 3 Marks • Above 4 weeks- 0 Marks 	6

Note: For Evaluation purposes, bidders will be required to print out **ONLY 1** sample of the brochures as per specifications provided below:

Title of Brochure	Specifications						Qty to be printed by bidder for evaluation
	Print	Paper	GSM	Colour	No. of pages	Finish	
Corporate profile	Digital	Glossy art paper	135 gsm	Full	20	Folded and Saddle Stitching (stapled twice)	1

	Children and the Use of Cell Phones	Digital/ Offset	Matte paper	135 gsm	Full	8	21x 40 cm Folded to DL size (21x10 cm)	1
	Procedure for licensing telecommunications Operators/ Service providers	Digital	Matte paper	120 gsm	Full	4	40x 4 cm folded to 20x 20CM	1

Note: List of equipment

1.	Equipment	Minimum Specifications	Bidders description of equipment (Brand and specifications)	Bidders statement on Compliance to Specifications (Yes/No)	Max Score
2.	Heavy Duty Commercial Printer (s)	<p>Ability to print in full color, both sides up to 11,000 sheets per hour in high speed and can print</p> <ul style="list-style-type: none"> In various sizes, in the very least: A1, A2, A3, A4, A5, 21x40cms ,21x 30cms , 20x60 cm, 20x20 cm, Various Forms of printing in the very least Digital; Offset Printing On Various Paper in the very least 80gsm; 135gsm, Matter, Glossy Art paper 			2
3.	Guillotine	Three (3) knife, high speed knife trimmer for trimming of publications			1
4.	Folding Machine (with batch	Machine with capability to fold various publications such as newsletters, brochures and up to			1

1.	Equipment	Minimum Specifications	Bidders description of equipment (Brand and specifications)	Bidders statement on Compliance to Specifications (Yes/No)	Max Score
	counter)-	B1 size			
5.	Perforating Machine	Equipment to facilitate the perforation of pages to enable easy tearing of pages within various publications of various sizes			0.5
6.	Serializing machine	Equipment to facilitate the placement of serial numbers in various publications. Serialize up to 6 digits			0.5
7.	Corner Ring Machine	Capacity to perform special finishing on the edge of notebooks and diaries			0.5
8.	Binding equipment/ machines	Equipment to bind documents in the very least facilitate <ul style="list-style-type: none"> • Spiral Binding • Saddle Stitching • Perfect binding • Wire-o-Wire • Other (Plastic Grip, Velo, Comb, Tape Binding, Hard cover/Case binding, screw bound) 			1.5

Bidders who score 75% out of 100% will proceed to the Due diligence stage.

Due Diligence stage

During the technical evaluation, due diligence shall be undertaken to authenticate bidders proposals with regard to their proof of having the following equipment to print and package materials.

	Equipment	Minimum Specifications	Is the Equipment present in the bidders premises/ associates premises? (Y/N)	Does equipment facilitate the publication materials as per equipment specifications? (Y/N)	Does the equipment belong to the bidder/ bidders associate (Y/N)	Demonstration of printing and packaging capability of the equipment. -Operational? (Y/N)
1.	Heavy Duty Commercial Printer (s)	Ability to print in full color, both sides up to 11,000 sheets per hour in high speed and can print <ul style="list-style-type: none"> • In various sizes, in the very least: A1, A2, A3, A4, A5, 21x40cms ,21x 30cms , 20x60 cm, 20x20 cm, • Various Forms of printing in the very least Digital and Offset Printing • On Various Paper in the very least 80gsm; 135gsm, Matte/, Glossy Art paper 				
2.	Guillotine	Three (3) knife, high speed knife trimmer for trimming of publications				
3.	Folding Machine (with batch counter)-	Machine with capability to fold various publications such as newsletters, brochures and up to B1 size				

	Equipment	Minimum Specifications	Is the Equipment present in the bidders associates premises? (Y/N)	Does equipment facilitate the publication materials as per equipment specifications? (Y/N)	Does the equipment belong to the bidder/ bidder associate (Y/N)	Demonstration of printing and packaging capability of the equipment. -Operational? (Y/N)
4.	Perforating Machine	Equipment to facilitate the perforation of pages to enable easy tearing of pages within various publications of various sizes				
5.	Serializing machine	Equipment to facilitate the placement of serial numbers in various publications. Serialize up to 6 digits				
6.	Corner Ring Machine	Capacity to perform special finishing on the edge of notebooks and diaries				
7.	Binding equipment/ machines	Equipment to bind documents in the very least facilitate <ul style="list-style-type: none"> • Spiral Binding • Saddle Stitching • Perfect binding • Wire-o-Wire • Other (Plastic Grip, Velo, Comb, Tape Binding, Hard cover/Case binding, screw bound) 				
	Pass/Fail					

Bidder that meet ALL the due diligence requirements shall proceed to the financial stage

c. Financial Evaluation

The financial proposals shall be deemed to include the cost of all taxes, duties, fees, levies and other charges imposed under applicable laws.

The bidder with the lowest total unit rate shall be considered for award of the tender. The rate card will be as tabulated as follows:

List Of Corporate and Consumer Education Publications

The Authority intends to print and distribute consumer education and corporate publications through various channels. The rates indicated by bidder in the table below shall be used for the printing and re-printing of the same and similar publications from time to time based on the needs and requirements of the Authority. In addition the bidder shall be required to provide a rate card on other types of publications that may be printed by the Authority from time to time.

	Title of Corporate and Consumer Education Material	Specifications	Estimated Quantity by Type per year	Unit (KSh. VAT)	Cost Inc	Total (Kshs. VAT)	Cost Inc
	Brochures (Chukua Hatua)						
1	Buying a Mobile Phone	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	22,350				
2	Children and the use of Cell Phone	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	29,450				
3	Children and the use of the Internet	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	29,450				
4	Choosing a Mobile Phone Service	21x 30cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
5	Consumer Rights and Responsibilities	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	29,450				
6	Electromagnetic Energy and Human Health	21x 30cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,100				
7	How to make a Complaint regarding a Communication Equipment or Service	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	28,250				
8	Internet Security and Privacy	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,900				
9	Internet Service Option	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,900				
10	Mobile Phone Etiquette	21x40cms, 80gsm, glossy paper, full colour,	21,850				

	Title of Corporate and Consumer Education Material	Specifications	Estimated Quantity by Type per year	Unit (KSh. VAT)	Cost Inc	Total (Kshs. VAT)	Cost Inc
		digital printing, folded to DL size					
11	Mobile Phone Security	20x21cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
12	Premium Rate Services	20x21cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,750				
13	Productive Use of the Internet	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	22,050				
14	Quality of Service	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	28,250				
15	Telecommunication Tariffs	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
16	The Consumer Education Outreach Programme	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,800				
17	The Role of the Communications Authority in Consumer Protection	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
18	Warranties and Service Level Agreements	20x21cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
19	What to Know about Internet Services	21x 30cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
20	Wireless Phone Technologies	21x 30cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
	Brochures (Postal and Courier)						
1	Mail Fraud	21x 30cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
2	Postal Courier Service Option	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				

	Title of Corporate and Consumer Education Material	Specifications	Estimated Quantity by Type per year	Unit (KSh. VAT)	Cost Inc	Total (Kshs. VAT)	Cost Inc
3	Safe Handling of Postal Articles	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
4	Tips On the Packaging of Postal Articles	20x21cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
5	Understanding Your Postal Address	20x21cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	21,850				
	Brochure (e-Waste)						
1	Disposing Off your e-Waste	21x 30cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	27,600				
	Posters (Postal and Courier)						
1	Who	A3, 135 gsm glossy art paper, printed in full colour, digital printing	100				
		A2, 135 gsm glossy art paper, printed in full colour, digital printing	100				
2	What	A3, 135 gsm glossy art paper, printed in full colour, digital printing	100				
		A2, 135 gsm glossy art paper, printed in full colour, digital printing	100				
3	Where	A3, 135 gsm glossy art paper, printed in full colour, digital printing	100				
		A2, 135 gsm glossy art paper, printed in full colour, digital printing	100				
4	Who What Where	A3, 135 gsm glossy art paper, printed in full colour, digital printing	100				
		A2, 135 gsm glossy art paper, printed in full colour, digital printing	100				
	Corporate Brochures						

	Title of Corporate and Consumer Education Material	Specifications	Estimated Quantity by Type per year	Unit (KSh. VAT)	Cost Inc	Total (Kshs. VAT)	Cost Inc
1	Corporate Profile	20 pages, 20x20 cm, Digital Printing, ,135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	3,000				
2	Procedure for licensing Telecommunications Operators/ Service providers	4pages, 20x40 cm, Digital Printing, ,135 gsm Glossy art paper in Full colour, Folded once	3,000				
3	Frequency Spectrum Fees Schedule	8 pages, 20x20 cm, Digital Printing, ,135 gsm Glossy art paper in Fullcolour, Folded and Saddle Stitching (stapled twice)	3,000				
4	Procedure for Licensing Postal Courier Operators	6 pages, 20x60 cm, Digital Printing, ,135 gsm Glossy art paper in Fullcolour, Folded twice	3,000				
5	National Computer Incident Response Team - Coordination Centre	4 pages, 20x40 cm, Digital Printing, ,135 gsm Glossy art paper in Fullcolour, Folded Once	3,000				
6	CA Information Center	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	20,840				
7	Service Charter brochure	21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size	5,000				
8	Service Charter booklet	20 pgs, 21x14.5 cm , 135 gsm, matte paper, in full colour, digital printing, Folded and Saddle Stitching (stapled twice)	3,000				
9	A guide to Child Online Protection	24 pgs, 21x14.5 cm , 135 gsm, matte paper, in full colour, digital printing, Folded and Saddle Stitching (stapled twice)	105,000				

Rate Card for printing and re-printing, delivering and packaging per every 500 corporate and Consumer education publications

	Others	Unit Cost per 500 (Kshs. Inc VAT)	
1	Posters	A0, 135 gsm glossy art paper, printed in full colour, digital printing	
		A1, 135 gsm glossy art paper, printed in full colour, digital printing	
		A2, 135 gsm glossy art paper, printed in full colour, digital printing	
		A3, 135 gsm glossy art paper, printed in full colour, digital printing	
		A4, 135 gsm glossy art paper, printed in full colour, digital printing	
2	Fliers	4 pg, A3 folded to A4,135 gsm glossy art paper, printed in full colour, digital printing	
		4 pg, A4 folded to A5,135 gsm glossy art paper, printed in full colour, digital printing	
		4 pg, A5 folded to DL, 135 gsm glossy art paper, printed in full colour, digital printing	
		A5, 135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		DL, 135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		Size <DL, 135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		Odd Size A4-A5, 135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		Odd Size DL-A5, 135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		4 pg, A3 folded to A4,80-135 gsm glossy art paper, printed in full colour, digital printing	
		4 pg, A4 folded to A5,80-135 gsm glossy art paper, printed in full colour, digital printing	
		4 pg, A5 folded to DL, 80-135 gsm glossy art paper, printed in full colour, digital printing	
		A5, 80-135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		DL, 80-135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		Size <DL, 80-135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		Odd Size A4-A5, 80-135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		Odd Size DL-A5, 80-135 gsm glossy art paper, printed in full colour on both sides, digital printing	
		4 pg, A3 folded to A4,80-135 gsm matte paper, printed in full colour, digital printing	
		4 pg, A4 folded to A5,80-135 gsm matte paper, printed in full colour, digital printing	
		4 pg, A5 folded to DL, 80-135 gsm matte paper, printed in full colour, digital printing	

	Others	Unit Cost per 500 (Kshs. Inc VAT)
	A5, 80-135 gsm matte paper paper, printed in full colour on both sides, digital printing	
	DL, 80-135 gsm matte paperpaper, printed in full colour on both sides, digital printing	
	Size <DL, 80-135 gsm matte paper paper, printed in full colour on both sides, digital printing	
	Odd Size A4-A5, 80-135 gsmmatte paperpaper, printed in full colour on both sides, digital printing	
	Odd Size DL-A5, 80-135 gsm matte paper paper, printed in full colour on both sides, digital printing	
	4 pg, A3 folded to A4,80-135 gsm matte paper, printed in full colour, offset printing	
	4 pg, A4 folded to A5,80-135 gsm matte paperpaper, printed in full colour, offset printing	
	4 pg, A5 folded to DL, 80-135 gsm matte paperpaper, printed in full colour, offset printing	
	A5, 80-135 gsm matte paper paper, printed in full colour on both sides, offset printing	
	DL, 80-135 gsm matte paperpaper, printed in full colour on both sides, offset printing	
	Size <DL, 80-135 gsm matte paper paper, printed in full colour on both sides,offset printing	
	Odd Size A4-A5, 80-135 gsmmatte paperpaper, printed in full colour on both sides, offset printing	
	Odd Size DL-A5, 80-135 gsm matte paper paper, printed in full colour on both sides, offset printing	
3	Brochures 20x21cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size 21x40cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size 21x 30cms, 80gsm, glossy paper, full colour, digital printing, folded to DL size 20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size 21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size 21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size 20x21cms, 80-135gsm, glossy paper, full colour, digital printing, folded to DL size 21x40cms, 80-135gsm, glossy paper, full colour, digital printing, folded to DL size 21x 30cms, 80-135gsm, glossy paper, full colour, digital printing, folded to DL size 20x21cms, 80-135gsm, matte paper, full colour, digital printing, folded to DL size 21x40cms, 80-135gsm, matte paper, full colour, digital printing, folded to DL size 21x 30cms, 80-135gsm, matte paper, full colour, digital printing, folded to DL size 20x21cms, 80-135gsm, matte paper, full colour, offset printing, folded to DL size	

Others		Unit Cost per 500 (Kshs. Inc VAT)
	21x40cms, 80-135gsm, matte paper, full colour, offset printing, folded to DL size	
	21x 30cms, 80-135gsm, matte paper, full colour, offset printing, folded to DL size	
4	Fact Sheets	
	A4, 135 gsm glossy art paper, printed in full colour on both sides, digital printing	
	A4, 120 gsm glossy art paper, printed in full colour on both sides, digital printing	
5	Booklets	
	20 pgs, 21x14.5 cm , 135 gsm, matte paper, in full colour, digital printing, Folded and Saddle Stitching (stapled twice)	
	24 pgs, 21x14.5 cm , 135 gsm, matte paper, in full colour, digital printing, Folded and Saddle Stitching (stapled twice)	
	0-20 pgs, 21x14.5 cm , 135 gsm, matte paper, in full colour, digital printing, Folded and Saddle Stitching (stapled twice)	
	20-80 pgs, 21x14.5 cm , 135 gsm, matte paper, in full colour, digital printing, Folded and Saddle Stitching (stapled twice)	
	20-80 pgs, odd sizes< A5 , 135 gsm, matte paper, in full colour, digital printing, Folded and Saddle Stitching (stapled twice)	
6	Other Publications	
	50-250 pgs A4, 135 gsm, glossy art paper in full colour, digital printing, folded with perfect binding	
	50-250 pgs A4, 135 gsm, glossy art paper in full colour, digital printing, folded with tape binding	
	50-400 pgs A4, 135 gsm, glossy art paper in full colour, digital printing, folded with screw binding	
Binding		
1	Binding of publications/documents	
	Perfect Binding (50-250pgs)	
	Spiral or coil binding (16-275pgs)	
	Saddle Stitching (8-80pgs)	
	Tape binding (50-250pgs)	
	Wire-O-Wire Binding with branded cover boards(16-275pgs)	
	Screw Binding with branded cover boards (16-400pgs)	

Others		Unit Cost per 500 (Kshs. Inc VAT)
	Loop Stitched (8-80pgs)	
	Stab Stitched or Side Stitched (2-300pgs)	
	Sewn Bound (8-24pgs)	
	Plastic Grip binding (2-250pgs)	
Packaging and labeling packages		Unit cost for packaging and labelling in batches of 100 brochures per type
1	<p>Packaging and labeling packages</p> <p>The packaging of each type of publication in batches of 100 in clear plastic bags sealed and labeled as briefed and can withstand long distance transport and exposure to extreme weather conditions and external elements. In the very least the bidder shall be required to package brochures for a total of 100 post offices, 12 corporate events, 1 package for reception areas and quantities of each of the brochures to be provided. Please note that each package shall contain various brochures and of different quantities and will therefore require bidder to have the brochures pre-packed in a prescribed manner in order to have an assortment of brochures go to a specific location</p>	

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

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

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

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on

completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

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

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

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

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

3.8 Inspection and Tests

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

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having

previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

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

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

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the Authority in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Authority and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

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

Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Indicate particulars of performance security</i>
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

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

SECTION VI- SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment) In Weeks/months from _____
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SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer
2. Confidential Business Questionnaire Form -This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form- Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity where it's a requirement.
6. Bank Guarantee for Advance Payment Form -When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
- 7 Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide printing and packaging of Corporate and Consumer education materials (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide printing and packaging of Corporate and Consumer education materials in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax E mail

Nature of Business

Registration Certificate No.

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

Name of your bankers Branch

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age</p> <p>.....</p> <p>Nationality Country of origin</p> <p>.....</p> <ul style="list-style-type: none"> • Citizenship details • 																		
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship</th> </tr> <tr> <th style="text-align: left;">Details</th> <th style="text-align: left;">Shares</th> <th></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship	Details	Shares		1.	2.	3.	4.
Name	Nationality	Citizenship																	
Details	Shares																		
1.																	
2.																	
3.																	
4.																	
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship Details</th> </tr> </thead> </table>	Name	Nationality	Citizenship Details															
Name	Nationality	Citizenship Details																	

	Shares 1 2. 3. 4. 5
Date Signature of Candidate	

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

8.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between
..... [name of Procurement entity] of [country of Procurement entity] (hereinafter
called “the Procuring entity) of the one part and [name of tenderer] of
[city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and
to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of
the goods and the remedying of defects therein, the Contract Price or such other sum as may become
payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

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

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

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

(Amend accordingly if provided by Insurance Company)

8.4 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.5 MANUFACTURER’S AUTHORIZATION FORM –Not Required

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 a person competent.

8.6 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

8.7 FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary