



**COMMUNICATIONS
AUTHORITY OF KENYA**

OPEN NATIONAL TENDER

FOR

**FRAMEWORK CONTRACT-TENDER FOR PRINTING AND
PACKAGING OF CORPORATE AND CONSUMER EDUCATION
BROCHURES, FLIERS AND POSTERS**

*RESERVED TO PERSONS LIVING WITH DISABILITY
(PLWDs)*

TENDER NO. CA/PROC/OT/37/2019-2020

SUBMISSION DEADLINE:

WEDNESDAY 11TH MARCH 2020

**Director General
Communications Authority of Kenya
P.O Box 14448
Westlands - 00800
Nairobi, Kenya
Tel: +254 703 042000
Email: tenders@ca.go.ke
Website: www.ca.go.ke**

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SECTION I – INVITATION TO TENDER (ITT)

TENDER REF NO CA/PROC/OT/37/2019- 2020

TENDER NAME: **FRAMEWORK CONTRACT FOR PRINTING & PACKAGING OF CORPORATE & CONSUMER EDUCATION BROCHURES, FLIERS & POSTERS**

1. The Communications Authority of Kenya (CA) is the regulatory authority for the ICT industry in Kenya with responsibilities in telecommunications, cyber security, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources, administering the Universal Service Fund (USF) as well as safeguarding the interests of users of ICT services.

The Communications Authority of Kenya (CA) invites sealed tenders from eligible candidates for printing and Packaging of corporate & consumer education brochures, fliers & posters as and when required for a period of two (2) years . Samples are available for viewing at our office.

2. The tender is exclusively reserved to Kenyan firms that are owned by persons Living with Disabilities (PLWD). Interested eligible candidates may obtain further information from and inspect the tender documents at the CA Centre on Waiyaki Way, Procurement Division, 2nd floor – Wing A, between 9:00am to 4:00pm, Monday to Friday excluding Public Holidays.
3. The tender document can be accessed and downloaded from the Authority's website <https://ca.go.ke/about-us/do-business-with-us/open-tenders/> or Public Procurement Information Portal (PIIP) supplier portal (<http://www.tenders.go.ke/website/tenders/index> *free of charge*).

The firms that download the document must arrange to forward their particulars/contacts to the Head of Procurement, Communications Authority of Kenya, through email address tenders@ca.go.ke before the closing date for records and for the purposes of receiving clarifications and/or addendum, if any. Additional information relating to this tender, if any, will be availed through the Authority's website and PIIP from time to time.

A complete tender document may also be obtained by interested candidates upon payment of a non-refundable fee of **Kshs. 1,000**. The payment can be remitted through **Pay-Bill No.522522** and a receipt obtained from our Accounts office, located at the Ground Floor, CA Centre.

4. Prices quoted should be inclusive of all taxes, must be expressed in Kenya shillings and shall remain valid for a period of 150 days from the closing date of the tender.
5. Completed tender documents, in a plain sealed envelope clearly marked; **CA/PROC/OT/37/2019-2020- "FRAMEWORK CONTRACT FOR PRINTING & PACKAGING OF CORPORATE & CONSUMER EDUCATION BROCHURES, FLIERS & POSTERS "** should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before **Wednesday, 11th March 2020** at **10.30 a.m.**

Bidders are required to serialize all bid documents as per requirements of the Public Procurement and Asset Disposal Act (PPADA), 2015 clause 74(1)(i).

6. Tenders will be opened immediately thereafter on the Ground Floor, Meeting Room 2, in the presence of the tenderers representatives who choose to attend.

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SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the 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 relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the 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 The price to be charged for the tender document shall be Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

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

2.5 Clarification of Documents

- 2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Authority in writing or by post at the address indicated in the Invitation to Tender. The Authority will respond in writing to any request for clarification of the tender documents that it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Authority. 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 who 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 to make timely submission of its tender.

2.6 Amendment of Documents

- 2.6.1 At any time prior to the deadline for submission of tenders, the 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 who will have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Authority, at its own 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 the following components

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the 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 150 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 its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the 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 may be in the form of literature, drawings, and data, and shall consist of:

- (a) A detailed description of the essential technical and performance characteristic of the goods;
- (b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of ten (10) 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 Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of **Kshs. 100,000** in form of a bank guarantee or Insurance Company approved by the Public Procurement Regulatory Authority (PPRA)

2.14.3 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Authority and valid for **thirty (30) days** beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non responsive, pursuant to paragraph 2.22

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

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or

- (ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 150 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non responsive.
- 2.15.2 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. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.17.2 The inner and outer envelopes shall:
 - (a) be addressed to the Authority at the address given in the Invitation to Tender:
 - (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," (*day, date and time of closing*)
- 2.17.3 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".

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

2.18 Deadline for Submission of Tenders

Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later than (*day, date and time of closing*)

2.18.1 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

2.19 Modification and Withdrawal of Tenders

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

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 The 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.

2.20 Opening of Tenders

The Authority will open all tenders in the presence of tenderers' representatives who choose to attend on (*day, date and time of closing*) and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.20.2 The Authority will prepare minutes of the tender opening.

2.21 Clarification of Tenders

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

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

2.22 Preliminary Examination

2.22.1 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.

2.20.2 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

2.22.2 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.

2.22.3 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.

2.22.4 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.

2.23 Conversion to Single Currency

2.23.1 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.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Authority will evaluate and compare the tenders which will have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 10%

2.26 Contacting the Authority

- 2.26.1 Subject to paragraph 2.21 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.
- 2.26.2 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.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 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.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Authority deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the 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**

2.27.4 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) **Authority's Right to Vary quantities**

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) **Authority's Right to Accept or Reject Any or All Tenders**

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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the 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.

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

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

2.30 Performance Security

2.30.1 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 Authority.

2.30.2 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.

2.31 Corrupt or Fraudulent Practices

2.31.1 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 Authority, 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 Authority of the benefits of free and open competition;

2.31.2 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.

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

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The tender is exclusively reserved to Kenyan firms that are owned by persons Living with Disabilities (PLWD).
2.1.2	The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
2.1.3	Not applicable
2.3	The price to be charged for the tender document shall be Kshs. 1,000/=
2.14	Tender security not required.
2.4.1	<p>Additional applicable forms:</p> <ul style="list-style-type: none"> xiv. Business Confidential Business Questionnaire xv. Letter of Notification of Award xvi. Anti-corruption Declaration Form xvii. Tender Securing declaration Form xviii. Letter of Acceptance <p>Not Applicable forms:</p> <ul style="list-style-type: none"> Viii) Tender security form x) Performance security form xii) Principal's or manufacturers authorization form xiii) Declaration form
2.5.1	A prospective tenderer requiring any clarification of the tender document may notify the Authority in writing at the Authority's entity's address indicated in the Invitation to Tender. The Authority will respond in writing to any request for clarification of the tender documents, which it before the deadline for the submission of tenders, prescribed by the Authority. 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 have received the tender document.
2.6.2	All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
2.10.1	<p>No contract variation within one year from the contract signature date.</p> <p>Price variation will be based on the prevailing consumer price index as provided by Kenya National Bureau of Statistics and inflation rate as provided by the Central Bank of Kenya.</p> <p>Quantity variation shall not exceed 15% of the original contract quantity.</p>

	<p>Cumulative value of all contract variation should not exceed 25% of the original contract sum.</p> <p>Any contract price and quantity variation should be executed within the contract period.</p>
2.14	Tender security not required
2.15	The validity period of the tender shall be 150 days from the date of opening of the tender
2.17.2 (a)	<p>Tenders must be received by the Authority at the address shown below;</p> <p style="text-align: center;">Director General Communications Authority of Kenya P.O. Box 14448 Westlands 00800 NAIROBI</p>
2.17.2 (b)	CA/PROC/OT/37/2019-2020 “ FRAMEWORK CONTRACT FOR PRINTING & PACKAGING OF CORPORATE & CONSUMER EDUCATION BROCHURES, FLIERS & POSTERS” should be deposited in the CA tender box on the ground floor of the CA Centre along Waiyaki Way on or before Wednesday, 11th March 2020 at 10.30 a.m.
2.18	<p>Tender closes on Wednesday, 11th March 2020 at 10:30am</p> <p>Bulky tenders shall be registered at the Authority’s Procurement Division on 2nd Floor – Wing A and an acknowledgement slip issued</p>
2.20.1	The Authority shall open all tenders in the presence of tenderers’ representatives who choose to attend, at 10.30am on Wednesday 26 th February, 2020 at Meeting Room 2, Ground Floor – CA Centre. The tenderers’ representatives who are present shall sign an attendance register.
2.20.2	Bidders should AVOID ARITHMETIC ERRORS In reference to section 82 of the PPAD Act 2015 which states that: -The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or Amendment in any way by any person or entity. Bids with arithmetic errors shall be disqualified.
JOINT VENTURE	<p><u>NOTES IN CASE OF JOINT VENTURE</u></p> <p>If a firm considers that it does not have all the capacity for the assignment, it may obtain a full range of expertise and capacity by associating with other firms or entities in a joint venture. Tenderers shall not associate with the other tenderers invited for this assignment. Any firms associating in contravention of this requirement shall be disqualified</p> <p>Tenders submitted by a joint venture shall comply with the following requirements;</p> <p style="margin-left: 40px;">(a) The tender and in cause of a successful tender, contract form shall be signed so as to be legally bidding on all partners</p> <p style="margin-left: 40px;">(b) One of the partners shall be nominated as being lead contractor, and this authorization shall be evidenced by submitting a power</p>

	<p>of attorney signed by legally authorized signatories of all the partners</p> <p>(c) The lead firm shall be authorized to incur liability and receive instructions for and on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the lead contractor.</p> <p>(d) All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a relevant statement to this effect shall be included in the authorization mentioned in (b) above as well as in the form of tender and the contract form (in case of the accepted tender).</p>																														
2.24	<p><i>Evaluation criteria</i></p> <p>Evaluation will be undertaken through a four-stage process as detailed below:-</p> <p>I. Mandatory Evaluation- Pass/Fail basis II. Technical Capacity Evaluation –Pass/Fail basis III. Financial Evaluation - Lowest total evaluated bidder</p> <p>STAGE 1. MANDATORY EVALUATION</p> <table border="1" data-bbox="437 1048 1474 2029"> <thead> <tr> <th data-bbox="437 1048 549 1084">No.</th> <th data-bbox="549 1048 1289 1084">Requirement</th> <th data-bbox="1289 1048 1474 1084">Pass/ Fail</th> </tr> </thead> <tbody> <tr> <td data-bbox="437 1084 549 1160">i.</td> <td data-bbox="549 1084 1289 1160">Attach copy of Certificate of Incorporation/Registration</td> <td data-bbox="1289 1084 1474 1160"></td> </tr> <tr> <td data-bbox="437 1160 549 1227">ii.</td> <td data-bbox="549 1160 1289 1227">Attach a Valid Tax Compliance/Exemption Certificate.</td> <td data-bbox="1289 1160 1474 1227"></td> </tr> <tr> <td data-bbox="437 1227 549 1303">iii.</td> <td data-bbox="549 1227 1289 1303">Attach copy of a valid AGPO certificate for PWD category</td> <td data-bbox="1289 1227 1474 1303"></td> </tr> <tr> <td data-bbox="437 1303 549 1379">iv.</td> <td data-bbox="549 1303 1289 1379">Duly filled, signed and stamped Confidential Business Questionnaire</td> <td data-bbox="1289 1303 1474 1379"></td> </tr> <tr> <td data-bbox="437 1379 549 1447">v.</td> <td data-bbox="549 1379 1289 1447">Dully filled, signed and stamped form of tender</td> <td data-bbox="1289 1379 1474 1447"></td> </tr> <tr> <td data-bbox="437 1447 549 1581">vi.</td> <td data-bbox="549 1447 1289 1581">Signed and stamped tender security declaration form in the format attached in the tender.</td> <td data-bbox="1289 1447 1474 1581"></td> </tr> <tr> <td data-bbox="437 1581 549 1805">vii.</td> <td data-bbox="549 1581 1289 1805">Must submit a CR12 form, indicating the directors of the firm and their shareholding or a certified list of shareholders/partners and the Directors with their contact details.</td> <td data-bbox="1289 1581 1474 1805"></td> </tr> <tr> <td data-bbox="437 1805 549 1881">viii.</td> <td data-bbox="549 1805 1289 1881">Dully filled & signed Anti- Corruption form</td> <td data-bbox="1289 1805 1474 1881"></td> </tr> <tr> <td data-bbox="437 1881 549 2029">ix.</td> <td data-bbox="549 1881 1289 2029"> <p>In case of Joint Venture,</p> <p>(a) Submit a copy of the duly- executed joint venture agreement signed by all parties with the tender.</p> </td> <td data-bbox="1289 1881 1474 2029"></td> </tr> </tbody> </table>	No.	Requirement	Pass/ Fail	i.	Attach copy of Certificate of Incorporation/Registration		ii.	Attach a Valid Tax Compliance/Exemption Certificate.		iii.	Attach copy of a valid AGPO certificate for PWD category		iv.	Duly filled, signed and stamped Confidential Business Questionnaire		v.	Dully filled, signed and stamped form of tender		vi.	Signed and stamped tender security declaration form in the format attached in the tender.		vii.	Must submit a CR12 form, indicating the directors of the firm and their shareholding or a certified list of shareholders/partners and the Directors with their contact details.		viii.	Dully filled & signed Anti- Corruption form		ix.	<p>In case of Joint Venture,</p> <p>(a) Submit a copy of the duly- executed joint venture agreement signed by all parties with the tender.</p>	
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In the case of a joint Venture, consortium or an association, the lead bid will be evaluated at the mandatory evaluation and financial stages and other parties combined shall be evaluated at the technical evaluation stage

Failure to submit any of the above mentioned documentation shall lead to disqualification at the stage. Bidders that will meet all the mandatory requirements above will qualify to proceed to the technical capacity evaluation stage.

STAGE 2. TECHNICAL CAPACITY EVALUATION

The technical evaluation shall be scored on a pass or fail basis. The evaluation will be done strictly in accordance with all the technical specifications as described below

No	Criteria	Pass/Fail
1	Experience of the firm	..
a	General experience	
	<p>The bidder must provide proof of three (3) similar assignments undertaken for clients in the past four years detailing name of previous client, contact person and contact details, value of assignment, date carried out. Bidders MUST also attach:</p> <p>(a) LPOs/contracts for the three clients listed above</p> <p>(b) Sample of brochures/fliers/posters carried out for clients mentioned above</p> <p>(c) Recommendation letters for the three clients listed above</p>	
b	Equipment and Machinery	..
	Bidder MUST provide proof of having the equipment and machinery to print and package materials	

		<p>a) Possession of heavy duty commercial printing equipment (<i>Attach proof of purchase and installation/agreement, Photographs and specifications</i>);</p> <p>or b) Access to printing and Packaging equipment (<i>Attach letter from Associate supplier/ Agreement and printer specifications</i>) The Evaluation Committee may undertake due diligence to authenticate Bidders proposal.</p>		
	c	<p>Conformity of bidders sample to specifications for each of the below brochure samples</p> <ul style="list-style-type: none"> • Corporate Profile brochure • Children and the Use of Cell Phones • Procedure for licensing telecommunications Operators/ Service providers Samples 		
	d	<p>Imposing of pages (Text placement and images conforms with creative designs provided)</p> <ul style="list-style-type: none"> • Corporate Profile brochure • Children and the Use of Cell Phones • Procedure for licensing telecommunications Operators/ Service providers Samples 		
	e	<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 brochure • Children and the Use of Cell Phones • Procedure for licensing telecommunications Operators/ Service providers Samples 		

	<p>Packaging:</p> <p>f Further, the Authority occasionally distributes consumer education brochures through various channels countrywide (100 channels) 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 to describe how the brochures shall be pre-packaged prior to delivery to the Authority.</p>		
<p>Any non-compliance to the technical capacity specifications will lead to disqualification from proceeding to the financial evaluation stage.</p> <p>STAGE 3: FINANCIAL EVALUATION</p> <p>The bids that qualify at the technical capacity evaluation stage will be subjected to financial evaluation, which shall involve checking completeness of price schedule and form of tender.</p> <p>Bidders should submit their financial Prices in the format provided for in Section VII of the tender document</p> <p>A bidder with the lowest evaluated cost will be considered for award of the tender as and when required based on approved rates and samples.</p> <p>Note:</p> <p><i>Bids with arithmetic errors shall be disqualified at the financial evaluation stage.</i></p> <p><i>The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way as per guidance from (PPADA, Section 82)</i></p> <p><i>The tender sum to be carried to the form must be inclusive of applicable taxes.</i></p>			
2.29.1	As in 2.18.1 above		
2.30	Performance security not required		

Note:

For Evaluation purposes, bidders will be required to print out only 1 (one) sample of the brochures as per specifications provided below:

	Title of Brochure	Specifications						Qty to be printed by bidder for evaluation
		Print	Paper	GSM	Color	No. of pages	Finish	
1.	Corporate profile	Digital	Glossy art paper	135 gsm	Full	20	Folded and Saddle Stitching (stapled twice)	1
2	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
3.	Procedure for licensing telecommunications Operators/Service providers	Digital	Matte paper	120 gsm	Full	4	40x 4 cm folded to 20x 20CM	1

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 Authority 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 Authority under the Contract.
- (d) “The Authority ” 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 Authority 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 Authority’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 Authority 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 Authority’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 Authority and shall be returned (all copies) to the Authority on completion of the Tenderer's performance under the Contract if so required by the Authority

3.6 **Patent Rights**

3.6.1 The tenderer shall indemnify the Authority 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 Authority'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 Authority 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 Authority 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 Authority 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 Authority, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Authority 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 Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority 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 Authority.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Authority 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 Authority.

3.8.4 The Authority'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 Authority 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 Authority 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 Authority 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 Authority 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 Authority's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Authority 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 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 deliver any or all of the goods 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

3.16.2 In the event the Authority 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 Authority 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 Authority 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 Authority and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	<i>Performance security not required</i>
3.12.1	<i>Terms of payment- shall be within 30 days from date of inspection and acceptance upon receipt of an official invoice and no advance payment.</i>
3.13.2	No price variation within 12 months of contract execution
3.18.1	<i>Resolutions of disputes shall be through arbitration. Appoint of arbitrator to be conducted as per the arbitration act.</i>

SECTION V - TECHNICAL SPECIFICATIONS

Below are the technical specifications of the Consumer Education Brochures and Child online protection guidebook.

	Title of Corporate and Consumer Education Material	Specifications
	Brochures (Chukua Hatua)	
1	Buying a Mobile Phone	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
2	Children and the use of Cell Phone	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
3	Children and the use of the Internet	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
4	Choosing a Mobile Phone Service	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
5	Consumer Rights and Responsibilities	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
6	Electromagnetic Energy and Human Health	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
7	How to make a Complaint regarding a Communication Equipment or Service	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
8	Internet Security and Privacy	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
9	Internet Service Option	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
10	Mobile Phone Etiquette	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
11	Mobile Phone Security	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
12	Premium Rate Services	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
13	Productive Use of the Internet	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
14	Quality of Service	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
15	Telecommunication Tariffs	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
16	The Consumer Education Outreach Programme	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
17	The Role of the Communications Authority in Consumer Protection	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
18	Warranties and Service Level Agreements	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
19	What to Know about Internet Services	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size

	Title of Corporate and Consumer Education Material	Specifications
20	Wireless Phone Technologies	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
21	Frequency spectrum fees	12 pages plus Cover, 20x20 cm, Digital Printing, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)
22	Corporate Profile Brochure	20 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)
23	National KE-CIRT	4 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)
24	Licensing procedures for telecommunications	4 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)
25	Procedure for licensing use of radio frequencies	8 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)
26	The programming code for free- to-air radio and television services in Kenya	40 pages plus cover, digital, printing, 135 gsm, glossy art paper in full colour, folded to A4 and saddle stitched (stapled twice)
27	Consumer Brochure on broadcasting, programming code	21x40cms, 135gsm, matte paper, full colour, digital printing, folded to DL size
28	Fliers	135gsm, glossy art paper, printed in full colour on both sides as appropriate to A5 size
29	Posters	135gsm, glossy art paper, printed in full colour on one side as appropriate to A0, A1, A2, A3, A4 sizes
Brochures (Postal and Courier)		
1	Mail Fraud	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
2	Postal Courier Service Option	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
3	Safe Handling of Postal Articles	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
4	Tips On the Packaging of Postal Articles	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
5	Understanding Your Postal Address	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size
Brochure (e-Waste)		
1	Disposing Off your e-Waste	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size

	Title of Corporate and Consumer Education Material	Specifications
	Booklet (COP)	
1	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)
Service charter		
1	Service charter Booklet	8pgs, 21x14.5 cm, 135gsm, matte paper in full color, folded and Saddle stitching (stapled twice) with a summary of the external service charter commitments
2	Service charter Brochure	21x40cms, 80gms, glossy paper, digital printing, full color, folded to DL size brochure with a summary of the external service charter commitments
3	Service Charter Fliers	A5 size, 135gsm on glossy art paper, printed in full color on both sides containing external service charter commitments.

5.1 TERMS OF REFERENCE

PRINTING AND PACKAGING OF CORPORATE AND CONSUMER EDUCATION BROCHURES, FLIERS AND POSTERS

In order to increase the visibility of the Authority, communicate our mandate, publicize CA and industry initiatives and empower consumers with the information and skills in the purchase and use of communication services, the Authority continually develops and distributes various corporate and consumer education materials through the following channels.

1. CA Corporate, local, regional and international events and exhibitions (Average 40 per year)
2. CA reception areas and regional offices (17 Distribution points)
3. Consumer Education Outreach activities and forums (Average 6 per year)
4. Post Offices Countrywide (100 distribution points)

The Authority would thus like to secure the services of an organization that would facilitate the printing and packaging of corporate and consumer education materials by

1. Obtaining the list of brochures, fliers and posters to be printed from the Client
2. Establish the specifications and quantity for the printing of each brochures, fliers and posters
3. Submit cost estimates for printing and packaging as per rate card to Client
4. Obtain the art work/ creative work for each brochures, fliers and posters
5. Print sample for each of the communication materials as per specifications
6. Obtain an approval from the client for each sample of printed communication materials
7. Print the communication materials as per sample
8. Package the materials as per specifications (depending on location to be distributed)
9. Deliver printed materials to the Authority

SECTION VI- SCHEDULE OF REQUIREMENTS

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Delivery
	Brochures (Chukua Hatua)			
1	Buying a Mobile Phone	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
2	Children and the use of Cell Phone	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
3	Children and the use of the Internet	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
4	Choosing a Mobile Phone Service	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
5	Consumer Rights and Responsibilities	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
6	Electromagnetic Energy and Human Health	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
7	How to make a Complaint regarding a Communication Equipment or Service	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
8	Internet Security and Privacy	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
9	Internet Service Option	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
10	Mobile Phone Etiquette	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
11	Mobile Phone Security	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
12	Premium Rate Services	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
13	Productive Use of the Internet	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
14	Quality of Service	21x40cms, 135gsm, glossy paper, full colour, digital	4,000	

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Delivery
		printing, folded to DL size		
15	Telecommunication Tariffs	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
16	The Consumer Education Outreach Programme	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
17	The Role of the Communications Authority in Consumer Protection	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
18	Warranties and Service Level Agreements	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
19	What to Know about Internet Services	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
20	Wireless Phone Technologies	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
21	Frequency spectrum fees	12 pages plus Cover, 20x20 cm, Digital Printing, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000	
22	Corporate Profile Brochure	20 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000	
23	National KE-CIRT	4 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000	
24	Licensing procedures for telecommunications	4 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000	
25	Procedure for licensing use of radio frequencies	8 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000	

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Delivery
26	The programming code for free- to-air radio and television services in Kenya	40 pages plus cover, digital, printing, 135 gsm, glossy art paper in full colour, folded to A4 and saddle stitched (stapled twice)	4,000	
27	Consumer Brochure on broadcasting, programming code	21x40cms, 135gsm, matte paper, full colour, digital printing, folded to DL size	4,000	
28	Fliers	135gsm, glossy art paper, printed in full colour on both sides as appropriate to A5 size	180,000	
29	Posters	135gsm, glossy art paper, printed in full colour on one side as appropriate to A0, A1, A2, A3, A4 sizes	4036	
Brochures (Postal and Courier)				
1	Mail Fraud	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
2	Postal Courier Service Option	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
3	Safe Handling of Postal Articles	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
4	Tips On the Packaging of Postal Articles	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
5	Understanding Your Postal Address	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
Brochure (e-Waste)				
1	Disposing Off your e-Waste	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000	
Booklet (COP)				
1	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)	210,000	

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Delivery
Service charter				
1	Service Charter Booklet	8pgs, 21x14.5 cm, 135gsm, matte paper in full color, folded and Saddle stitching (stapled twice) with a summary of the external service charter commitments	10,000	
2	Service Charter Brochure	21x40cms, 80gms, glossy paper, digital printing, full color, folded to DL size brochure with a summary of the external service charter commitments	20,000	
3	Service Charter Fliers	A5 size, 135gsm on glossy art paper, printed in full color on both sides containing external service charter commitments.	10,000	

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____

Tender Number _____ Page _____ of _____

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Unit cost -Kshs	Total cost-Kshs.
	Brochures (Chukua Hatua)				
1	Buying a Mobile Phone	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
2	Children and the use of Cell Phone	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
3	Children and the use of the Internet	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
4	Choosing a Mobile Phone Service	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
5	Consumer Rights and Responsibilities	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
6	Electromagnetic Energy and Human Health	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
7	How to make a Complaint regarding a Communication Equipment or Service	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
8	Internet Security and Privacy	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
9	Internet Service Option	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
10	Mobile Phone Etiquette	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Unit cost -Kshs	Total cost-Kshs.
11	Mobile Phone Security	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
12	Premium Rate Services	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
13	Productive Use of the Internet	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
14	Quality of Service	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
15	Telecommunication Tariffs	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
16	The Consumer Education Outreach Programme	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
17	The Role of the Communications Authority in Consumer Protection	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
18	Warranties and Service Level Agreements	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
19	What to Know about Internet Services	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
20	Wireless Phone Technologies	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
21	Frequency spectrum fees	12 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000		
22	Corporate Profile Brochure	20 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000		
23	National KE-CIRT	4 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle	4,000		

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Unit cost -Kshs	Total cost-Kshs.
		Stitching (stapled twice)			
24	Licensing procedures for telecommunications	4 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000		
25	Procedure for licensing use of radio frequencies	8 pages plus Cover, 20x20 cm, Digital Printing,, 135 gsm Glossy art paper in Full colour, Folded and Saddle Stitching (stapled twice)	4,000		
26	The programming code for free- to-air radio and television services in Kenya	40 pages plus cover, digital, printing, 135 gsm, glossy art paper in full colour, folded to A4 and saddle stitched (stapled twice)	4,000		
27	Consumer Brochure on broadcasting, programming code	21x40cms, 135gsm, matte paper, full colour, digital printing, folded to DL size	4,000		
28	Fliers	135gsm, glossy art paper, printed in full colour on both sides as appropriate to A5 size	180,000		
29	Posters	135gsm, glossy art paper, printed in full colour on one side as appropriate to A0, A1, A2, A3, A4 sizes	4036		
Brochures (Postal and Courier)					
1	Mail Fraud	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
2	Postal Courier Service Option	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
3	Safe Handling of Postal Articles	21x40cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
4	Tips On the Packaging of Postal Articles	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		

	Title of Corporate and Consumer Education Material	Specifications	Estimated Qty	Unit cost -Kshs	Total cost-Kshs.
5	Understanding Your Postal Address	20x21cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
	Brochure (e-Waste)				
1	Disposing Off your e-Waste	21x 30cms, 135gsm, glossy paper, full colour, digital printing, folded to DL size	4,000		
	Booklet (COP)				
1	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)	210,000		
	Service Charter				
1	Service Charter Booklet	8pgs, 21x14.5 cm, 135gsm, matte paper in full color, folded and Saddle stitching (stapled twice) with a summary of the external service charter commitments	10,000		
2	Service Charter Brochure	21x40cms, 80gms, glossy paper, digital printing, full color, folded to DL size brochure with a summary of the external service charter commitments	20,000		
3	Service Charter Fliers	A5 size, 135gsm on glossy art paper, printed in full color on both sides containing external service charter commitments.	10,000		
Grand total cost inclusive of 16% VAT carried to form of tender					

Signature of tenderer _____

SECTION VIII - STANDARD FORMS

1. Form of tender
2. Contract form
3. Confidential Questionnaire form
4. Tender Securing Declaration Form
5. Letter of notification of award
6. Anti – Corruption Declaration Form

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 supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 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)

8.3 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

<i>Part 1 – General:</i>	
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

	Part 2 (a) – Sole Proprietor			
	Your name in full			Age
	Nationality	Country of origin		
3.20.2	Citizenship			details
3.20.3	.....		
	Part 2 (b) Partnership			
	Given details of partners as follows:			
	Name	Nationality	Citizenship Details	Shares
3.14	.....	.....	.....	.....
3.15	.....	.....	.....	.....
3.16	.....	.....	.....	.....
3.17	.....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company-			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	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.

8.4 TENDER SECURING DECLARATION FORM

Date: *[insert date (as day, month and year)]*

Tender No.: *[insert number of Tendering process]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
 - (i). Fail or refuse to execute the Contract, if required, or

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal (where appropriate)

8.5 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

8.6 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE (*Section 62 PPADA,*

2015) I/We/..... of Street, Building, P O

Box.....

.....

Contact/Phone/E mail.....

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender Nofor or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature..... Name and Title of Signatory.....

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary