BANKI KUU YA KENYA

CENTRAL BANK OF KENYA

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TENDER NO. CBK/011/2014-2015

FOR THE SUPPLY OF FRESH (CUT) FLOWERS FOR THE CENTRAL BANK OF KENYA AND MAINTENANCE OF OUTDOOR POTTED PLANTS

P.O BOX 60000 – 00200
NAIROBI

(CLOSING DATE:WEDNESDAY 27TH, AUGUST 2014 AT 10.30 A.M)

SECTION A: INVITATION TO TENDER

Tender Ref No. CBK/ 011/2014-2015

Tender name: Tender for Supply of Fresh (cut) Flowers for the Central Bank of Kenya and outdoor potted plants

The CENTRAL BANK OF KENYA (CBK) invites sealed tenders from interested and qualified bidders for supply of Fresh Flowers for the CBK Head Office.

1.1 Complete tender doc Tender documents may be obtained from the office of the Director, Department of Estates, Supplies & Transport, Central Bank of Kenya Head Office, Nairobi Monday to Friday, between 9.00 a.m. and 2.00 p.m. upon payment of a non-refundable fee of **Kshs. 1,000.00** in Cash or Bankers cheque OR be downloaded from the CBK website; www.centralbank.go.ke **AT NO COST** to those who choose to download from the website.

1.2 Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Green Tender Box No. 3** located at the Front **Entrance to the CBK Building** on Haile Sellasie Avenue before the closing stated time on **WEDNESDAY 27TH, AUGUST 2014 AT 10.30 A.M.**Late bids will not be accepted and will be returned unopened.

1.3 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who may choose to attend the opening at the **CENTRAL BANK OF KENYA DEST CONFERENCE ROOM ON 5TH FLOOR.**

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

1.5 Tenders must be accompanied by a **Bid Bond/Tender Security** of at least two percent (2%) of the tender sum in the format specified in the tender documents. Failure to attach the bid bond will lead to automatic rejection of the tender.

1.6 Further information may be obtained from **the Office of the Director, Department of Estates, Supplies & Transport (Tel: +254 20 2861000/2860000 Fax: +254 20 2863497, +254 20 310604),** Central Bank Building, Haile Selassie Avenue, on 5th Floor between 9:00 am and 5:00 pm during working days.

DIRECTOR,

DEPARTMENT OF ESTATES, SUPPLIES & TRANSPORT

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SECTION B: 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 procuring entity'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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers 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 procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

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 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 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 Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity 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 Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that 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 Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 **Language of Tender**

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

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 60 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 Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity'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 two (2) years, following commencement of the use of the goods by the Procuring entity; and
(c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the 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 at least two per cent (2%) of the tender price.

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

2.14.4 The tender security 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 abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity 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 Procuring entity as non responsive, pursuant to paragraph 2.22

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

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

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
(b) in the case of a successful tenderer, if the tenderer fails:
(i) to sign the contract in accordance with paragraph 2.27 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 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto 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 Procuring entity 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 Procuring entity at the address given in the Invitation to Tender:

(c) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **WEDNESDAY 27TH, AUGUST 2014 AT 10.30 A.M.**

(d) 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".

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

2.18 Deadline for Submission of Tenders

2.18. Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **WEDNESDAY 27TH, AUGUST 2014 AT 10.30 A.M.**

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

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including

substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice 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 procuring entity 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 procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **WEDNESDAY 27TH, AUGUST 2014 AT 10.30 A.M.** and in the location specified in the Invitation to Tender.

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

2.20.1 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

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

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response 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 Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

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

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and 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, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a

substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the ate of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The 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 15%

2.26 Contacting the Procuring entity

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

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

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 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 Procuring entity 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

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

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity 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**

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

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 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 Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 thee 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 Procuring entity.

2.30 Performance Security

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

2.30.2 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 Procuring entity 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 Procuring entity 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;

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

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

SECTION C: APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

INSTRUCTIONS TO TENDERERS REFERENCE	**PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS**
2.3.2	Tender document is sold at a non-refundable fee of **Kshs. 1,000.00** in Cash or Bankers cheque OR be downloaded from the CBK website; www.centralbank.go.ke **AT NO COST** to those who choose to download from the website.
2.11.1	All Prices to be quoted in Kenya Shillings and shall be inclusive of all Government taxes.
2.14.1	The Tenderer shall provide a Tender Security of at least two percent (2%) of the bid price **from a commercial bank, insurance company approved by PPOA or deposit taking microfinance institution.** The form of Tender Security is described and format provided in this Tender Document
2.15.1	Tender shall remain valid for **120 days** after the date of tender opening prescribed by the Procuring entity.
2.17.2(b)	The outer envelopes shall bear the tender number and name in the Invitation to Tender and the words "DO NOT OPEN BEFORE **WEDNESDAY 27TH, AUGUST 2014 AT 10.30 A.M.**
2.18.1	Tenders to be received not later than **WEDNESDAY 27TH, AUGUST 2014 AT 10.30 A.M.**
2.20.1	The time and place of opening the tender is as indicated in the tender notice.

SECTION D: 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 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 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.

3.4.2 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

3.4.3 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

3.5 **Patent Rights**

3.5.1 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

3.6 **Inspection and Tests**

3.6.1 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.

3.6.2 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.

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

3.6.4 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.

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

3.7 **Packing**

3.7.1 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.

3.7.2 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

3.8 **Delivery and Documents**

3.8.1 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

3.12 **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.

3.14. 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 forum, and/or 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 E: SPECIAL CONDITIONS OF CONTRACT

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.

1. **Taxes:** All prices quoted shall be inclusive of all Government taxes. Tenderers are requested to ask for clarifications where and if necessary before submitting their tenders.
2. **Delivery Period:** The cut flowers should be supplied to the Bank on a weekly basis every Monday morning.
3. The delivery of fresh (cut) flowers shall be accompanied by a delivery note.
4. The tenderer shall abide by the delivery schedule with details of specific office where each category of flowers will be delivered. The detailed scheduled shall be given to the successful tenderer. Tenderers are free to visit the CBK Office for familiarisation with the environment with the delivery site. The visit is optional but no claim for lack of sufficient information will be entertained after closure of the tendering period.

5. The Cut Flower arrangement shall consist of various flower types as follows:
   a) Executive cut flower arrangements- Interchanging between; - Tiger lilies/anthuriums/mums/para-lilies/eliconiers/birds of paradise/lilies /eli-dragons/jipson/carnation/decorative dry flowers and assorted greeneries.

   b) Ordinary premium cut flower arrangements- Carnation/draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers Standard Carnations, Spray Carnations and greeneries.

6. In addition to supply of cut flowers the tenderers are also invited to bid for annual maintenance of outdoor potted plants within the perimeter wall of CBK Building and CBK Pension House (formerly Marshall House). The details of the out dour plants maintenance requirement are contained in part II of Section F of the tender document.
7. Tenderers are required to undertake a site visit to familiarize themselves with the works they are quoting for, no claims for any lack of clarity will be entertained after the tendering period is closed.
8. Tenderers are free to quote for both the supply of cut flowers and the annual maintenance of the potted plants or may opt to quote for either of the jobs. Both mandatory and technical requirements remain the same for evaluation purpose.

SECTION F: DETAILED SPECIFICATION (SCOPE OF WORK)

PART I: WEEKLY SUPPLY CUT FLOWERS

No.	Facility	Location	No. of Supplies weekly	Type of flowers to be supplied	Unit price (Kshs)	Total Price (Kshs)
	CBK Building	**Ground Floor**				
1.		**Reception A&B, and office flower**	3pc medium ordinary triangle arrangements	Carnation/ draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers		
		Banking Hall,	2pc executive large flower standing arrangement	Interchanging between;- Tiger lilies/anthuriums/mums/para-lilies / eliconiers/birds of paradise /lilies / eli-dragons/jipson/carnation/ decorative dry flowers		
2.	**Mezzanine Floor**					
		One Office	1pc ordinary Medium triangle flower arrangement	Carnation/ draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers		
3.		**Second Floor**				
		Executive Wing (A)	6pcs large executive triangle arrangement	Interchanging between;- Tiger lilies/anthuriums/mums/para-lilies / eliconiers/birds of paradise /lilies / eli-dragons/jipson/carnation/ decorative dry flowers		
			1pc round executive board room arrangement	Interchanging between;- Tiger lilies/anthuriums/mums/para-lilies / eliconiers/birds of paradise /lilies / eli-dragons/jipson/carnation/ decorative dry flowers		
		Executive Wing (B)	2pcs large executive triangle arrangement	Interchanging between;- Tiger lilies/anthuriums/mums/para-lilies / eliconiers/birds of paradise /lilies / eli-dragons/jipson/carnation/ decorative dry flowers		
			1pc medium executive boardroom type of arrangement	Interchanging between;- Tiger lilies/anthuriums/mums/para-lilies / eliconiers/birds of paradise /lilies / eli-dragons/jipson/carnation/ decorative dry flowers		

		Other offices	5pc ordinary Medium triangle flower arrangement	Carnation/ draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers		
4.		**Third Floor**				
		One office	5pc ordinary Medium triangle flower arrangement	Carnation/ draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers		
5.		**Fourth Floor**				
			3pc ordinary Medium triangle flower arrangement	Carnation/ draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers		
6.		**Fifth Floor**				
			3pc ordinary Medium triangle flower arrangement	Carnation/ draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers		
7.	**Marshall House**	**Third Floor**				
		Office Flowers	3pc ordinary Medium triangle flower arrangement	Carnation/ draw-seniors/leather fungies/morning terrors/cork leaves /dry flowers		

PART II: ANNUAL MAINTENANCE OF OUTDOOR POTTED PLANTS WITHIN THE PERIMETER WALL OF CBK Building and CBK Pension House (formerly Marshall House)

SPECIFICATION/SCOPE OF WORK		Unit price (Kshs)	Total price (Kshs)
1.	Pruning and weeding		
2.	Supply and apply pest control		
3.	Supply and apply fertiliser		
4.	Supply and apply weed killer all around the paved areas		
5.	Supply and apply foliar feed		
6.	Supply and apply Red soil for top dressing		
7.	Supply and apply Manure		
8.	Trimming of hedges		

9.	Clearing of areas around the flower gardens and clearing of debris and waste soil and cutting away		
10.	TOTAL COST IN KSHS		

SECTION G: EVALUATION CRITERIA

Evaluation of tenders will be conducted based on the tenderers response to the mandatory requirements and their scores in the technical requirements. To progress for technical evaluation, the tenders must satisfy all the mandatory requirements. To progress to financial evaluation, the tenders must **score 75% and above** on Technical Evaluation. Those who pass both the mandatory and technical evaluation shall have their prices evaluated and the lowest evaluated bid will be considered for award of the tender.

(I) MANDATORY REQUIREMENTS

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

NO	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
MR1.	Must submit a copy of Tax Compliance Certificate issued by KRA, valid up to and including the tender closing date.	
MR2.	Must give names of at least 5 (five) reputable clients where similar supplies have been made in the recent past.	
MR3.	Must submit a copy of the Audited Accounts for the last 2 (two) years	
MR4.	Must submit a copy of Certificate of Registration/Incorporation	
MR5.	Provide duly filled up Confidential Company Profile in the format provided.	
MR6.	Tenderers must submit with tender a Bid bond of at least two percent (2%) of the tender sum valid for at least thirty days after the tender validity period	

(2) **EVALUATION CRITERIA**

	Evaluation Attribute	**Tenderer's Response**	**Weighting Score**	**Max Score %**
1	Experience in works of similar nature; evidenced by a list of clients/contracts in last three years for a value of at least Kshs 500,000.00		• 5 or more clients: 30% • Others prorated at: Number of clients x30 5	**30**
2.	Number of years in the business of fresh flowers		• 5 years and above: **5%** • Others prorated at: Number of years x5 5	**5**
3.	List of personnel in employment proposed to be dedicated for the required supply: (A) Management and supervisory personnel – education background at least up to Diploma level. To provide signed CVs and certificates (B) Other workers involved in the delivery – Status of their engagement (permanent, contract, casual)- bidder to specify		• Two (2) CVs and above- 10% others nil - submit signed CVs and copies of certificates Attach a list (5 and above) permanent- 10% (1- 4)- permanent – 5% **With Casuals Only** (5 and above) non-permanent- 5% (1-4) non-permanent 3% (The category should be supported by a list of employees indicating their employment status) • Others Nil	**20**
4.	Source of the flowers: Bidders to disclose		Disclosed primary sources (farm)- 10% Disclosed secondary sources- 5% Undisclosed –nil	**10**
5.	List of Equipment/tools-pots, means of delivery, others		• Bidder to provide a list of various equipment/tools/van proposed for this supply	**10**
5.	a) Profitability Margin		A margin of 20% & above will score 15 marks; 10-19 % 10 marks, 5-9% 7marks and below 5% but above zero 3 marks	**15**
	b) Liquidity Ratio Must attach company's audited accounts for the last two consecutive years		2:1 – 10 marks; 1:1 – 7 marks; 0.5:1- 5 marks; less than 0.5 no mark	**10**
	Total			**100**

NB 1: Debt Equity Ratio (Net worth) = Total Debt

Net Worth

Profitability (Margin) = EBIT

Total sales (Income)

Current Ratio (Liquidity) = Current Assets

Current Liabilities

EBIT - Earnings before Interest and Taxes

SECTION H - PRICE SCHEDULES

Item	Description	Quantity per Week	Unit price (Kshs)	Amount per week (Kshs)	Annual (52 weeks) (Kshs)
	FLOWERS				
1.	Ordinary medium flowers triangle arrangements as detailed in Section F- (A)	21			
2.	Large Executive flowers standing arrangement	2			
3.	Medium Executive flowers triangle arrangement	2			
4.	Round Executive flowers board room arrangements	2			
5.	Large Executive flowers triangle arrangement	8			
6.	Other Costs if any (Please Specify)				
	PART I- Total				
	ANNUAL MAINTENANCE OF OUTDOOR POTTED PLANTS				
1.	Maintenance Cost for the works specified in Part II				

NB: Bidders are encouraged to visit Central Bank of Kenya Office to see the sample of flowers and also see the potted plants within the perimeter wall of CBK Building and Marshall House to enable them give their financial bid.

Signature of tenderer _____

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

SECTION I - 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, duly signed by the tenderer and submitted with the tender documents.
3. Tender Security - This form must be completed and submitted with the tender
4. Contract Form - The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
5. Declaration Form - The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized representatives of the tenderer.

SECTION J: **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 (……. fresh flowers……) 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 abid 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 _____

SECTION K: PROFILE OF THE COMPANY

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 ……

	Part 2 (a) – Sole Proprietor Your name in full …….. Age …….. Nationality …… Country of origin ……. • Citizenship details …… •
	Part 2 (b) Partnership Given details of partners as follows: Name Nationality Citizenship Details Shares 1. ……

	2. …… 3. …….. 4. ……..
	Part 2 (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 …….

PART XIII: CERTIFICATION

	I/We do hereby certify that the above information is correct in all respects**.** ***FULL NAME*****:** …… ***DESIGNATION/POSITION*****: ……** ***SIGNATURE*****: ……** ***DATE*****: ……** ***COMPANY SEAL AND/OR STAMP*****: ……**

SECTION L: FORM OF TENDER SECURITY (Sample)

WHEREAS…… (hereinafter called "the Tenderer") has submitted his tender dated……. **FOR PROCUREMENT OF CUT FLOWERS FOR THE CENTRAL BANK OF KENYA AND/OR ANNAUAL OF OUTDOOR POTTED PLANTS WITHIN THE PERIMETER WALL** KNOW ALL PEOPLE by these presents that WE, ……..

having our registered office at ……(hereinafter called "the Bank"), are bound unto CENTRAL BANK OF KENYA
(hereinafter called "the employer") in the sum of at least two percent (2%) of the tender sum for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents, sealed with the Common Seal of the said Bank this…….day of ……..2014

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to Tenderers
   OR
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
   b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

_____ _____

(Date) Signature of the Bank)

_____(Witness) _____(Seal)

SECTION M: 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 _____

SECTION N: DECLARATION FORM

Date _____

To _____

_____

_____

The tenderer i.e. (name and address)_____

_____ Declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

_____	_____	_____
Title	Signature	Date

(To be signed by authorized representative and officially stamped)