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**TENDER FOR DESIGN, PRINTING & SUPPLY OF WALL  
CALENDARS AND DIARIES FOR THE YEAR 2014**

**TENDER REF. NO. CBK/009/2013/2014**

**P.O BOX 60000 – 00200  
NAIROBI**

**(CLOSING DATE: 20/9/2013)**

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## SECTION A – INVITATION TO TENDER

**Tender Ref No. CBK/009/2013/2014**

**Tender name: DESIGN, PRINTING AND SUPPLY OF WALL CALENDARS AND DIARIES FOR THE YEAR 2014**

- 1.1 The CENTRAL BANK OF KENYA (**the Bank**) invites sealed tenders from eligible candidates for the supply of Calendars and Diaries.
- 1.2 Complete Tender documents may be obtained from Central Bank of Kenya website: [www.centralbank.go.ke](http://www.centralbank.go.ke)
- 1.3 Interested eligible candidates may obtain further information 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 5<sup>th</sup> Floor.
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.
- 1.5 It is mandatory for all suppliers/bidders to submit to Central Bank of Kenya **clearly marked samples** of Wall Calendars and Diaries on or before the tender opening date.
- 1.6 Completed Tender Documents should be put in one sealed envelope **clearly marked with the tender number and title (for calendars and diaries)** and should be deposited in **the Green Tender Box marked 3** located at the Front **Entrance to the CBK Building** on Haile Sellasie Avenue on or before 20<sup>th</sup> September, 2013 at **11.00 am** Late bids will not be accepted and will be returned unopened.
- 1.7 Tenders will be opened immediately after **11.00 a.m on Tuesday at the DEST Conference Room, 5<sup>th</sup> floor**, CENTRAL BANK OF KENYA in the presence of the tenderers representatives who may choose to attend the opening ceremony.

**DIRECTOR,**

**DEPARTMENT OF ESTATES, SUPPLIES & TRANSPORT**

11<sup>th</sup> September 2013

## **SECTION B – GENERAL REQUIREMENTS**

### **2.0 Validity of Tenders**

2.10 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Bank, pursuant to paragraph 1.7. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.11 In exceptional circumstances, the Bank may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

### **2.20 Format and Signing of Tender**

2.21 The tenderer shall prepare one copy of the tender for calendars and diaries, clearly marking the **Reference: CBK/009/2013/2014**

2.22 The original copy of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.23 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.

2.24 The Bank will prepare minutes of the tender opening which will be submitted to Supplies Division.

### **2.30 Clarification of tenders**

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

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

#### **2.40 Preliminary Examination and Responsiveness**

- 2.41 The Bank will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.42 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.43 The Bank may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.44 Prior to the detailed evaluation, the Bank 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 Bank's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.45 If a tender is not substantially responsive, it will be rejected by the Bank and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

#### **2.50 Evaluation and comparison of tenders.**

- 2.51 The Bank will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.44
- 2.52 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.53 Pursuant to paragraph 2.51 the Bank will come up with an evaluation committee who will evaluate both technically and financially, submissions in order to identify the winner of the tender.
- 2.54 The tender evaluation committee shall evaluate the tender within 15 days from the date of opening the tender.

.55 To qualify for contract award, the winning tenderer will have to meet the specifications as outlined under section D and the evaluation criteria as indicated in section E of this document.

**.56 Contacting the procuring entity**

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

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

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

2.60 The tenderers achieving a pass mark of **75%** and above will be evaluated financially.

## **SECTION C – SPECIAL NOTES**

### **3.10 Award of Contract**

#### **a) Post qualification**

- 3.11 In the absence of pre-qualification, the Bank will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 3.12 The determination of the winning tender will take into account the tenderer's capabilities as evidenced in the evaluation criteria. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.44, as well as such other information as the Bank deems necessary and appropriate.

#### **b) Award Criteria**

- 3.13 The Bank will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- .1 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.

### **3.20 Notification of award**

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

### **3.30 Signing of Contract**

- 3.31 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Bank.

- .32 The parties to the contract shall have it executed within 30 days from the date of notification of contract award unless there is an administrative review request.
- .33 The successful bidder will be required to give weekly progress reports on printing of Calendars, Diaries or Christmas Cards.

### **3.40 Corrupt or Fraudulent Practices**

- 3.41 The Bank requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- .42 The Bank 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;
- .43 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya

### **3.50 Assignment**

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

### **3.60 Termination for Default**

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.



## SECTION D - TECHNICAL SPECIFICATIONS

### SPECIFICATIONS FOR DESIGN , PRINT AND SUPPLY OF CBK CALENDARS & DIARIES FOR 2014

<b>1. BRANDED CBK WALL CALENDARS FOR 2014</b>				
ITEM DESCRIPTION		QUANTITY	VALIDITY OF QUOTATION	DELIVERY TIME
<b>Size</b>	A2	To quote for: <b>15,000 No.</b>	Suppliers to indicate	Suppliers to indicate
<b>Extend</b>	13 Leaves Printed One Side only on all leaves			
<b>Paper</b>	Leaves: 170 gsm Matt Art Paper per sample			
	Flysheet: 170gsm White Art Paper per sample			
<b>Printing Details</b>	Full Color for both Leaves and Flysheet			
<b>Finishing</b>	Wire O Wire Top Bond with Hanger & Suspender			
<b>Pictorials</b>	To be provided by CBK			
<b>Samples</b>	Suppliers to view samples at CBK			
<b>Design</b>	Design to be conceptualized by Supplier per clients instructions			
<b>2. BRANDED CBK DIARIES FOR 2014</b>				
DIARY TYPE	ITEM DESCRIPTION	QUANTITY	VALIDITY OF QUOTATION	DELIVERY TIME
<b>B5 Branded Executive Diaries</b>	<ul style="list-style-type: none"> <li>- Size: 19.5x25cm</li> <li>- Duly gilding at the edges of the cover page</li> <li>- One date to a page</li> <li>- Monthly Tabbing</li> <li>- Tear Off Perforation</li> <li>- Cover Design – Exclusive per sample</li> <li>- Cover Material &amp; Color: As per sample</li> <li>- CBK Logo to be embossed [Screen printing] on front outer cover</li> <li>- A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other.</li> <li>-Monthly Planner</li> </ul>	<b>300 No.</b>	Suppliers to indicate	Suppliers to indicate
<b>B5 Branded Executive Diaries (Personalized )</b>	<ul style="list-style-type: none"> <li>- Size: 19.5x25cm</li> <li>- Duly gilding at the edges of the cover page</li> <li>- One date to a page</li> <li>- Monthly Tabbing</li> <li>- Tear Off Perforation</li> <li>- Cover Design – Exclusive per sample</li> <li>- Cover Material &amp; Color: As per sample</li> <li>- CBK Logo to be embossed [Screen printing] on front outer cover</li> <li>- A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other.</li> <li>-Monthly Planner</li> <li>-Name personalization on cover</li> </ul>	<b>100 No.</b>	Suppliers to indicate	Suppliers to indicate

<b>A4 Branded Secretarial Diaries</b>	<ul style="list-style-type: none"> <li>- Size: 22.5x30cm</li> <li>- Duly gilding at the edges of the cover page</li> <li>- Week to view</li> <li>- Monthly Tabbing</li> <li>- Tear Off Perforation</li> <li>- Cover Design – Exclusive per sample</li> <li>- Cover Material &amp; Color: As per sample</li> <li>- CBK Logo to be embossed [Screen printing] on front outer cover</li> <li>- A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other.</li> <li>- Inside paper – Cream Bond</li> <li>- Monthly Planner</li> </ul>	<b>100 No.</b>	Suppliers to indicate	Suppliers to indicate
<b>A5 Branded Classic Diaries</b>	<ul style="list-style-type: none"> <li>- Size: 15.4x21.3cm</li> <li>- Duly gilding at the edges of the cover page</li> <li>- One date to a page</li> <li>- Monthly Tabbing</li> <li>- Tear Off Perforation</li> <li>- Cover Design – Exclusive per sample</li> <li>- Cover Material &amp; Color: As per sample</li> <li>- CBK Logo to be embossed [Screen printing] on front outer cover</li> <li>- A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other.</li> <li>- Monthly Planner</li> </ul>	<b>2,000 No.</b>	Suppliers to indicate	Suppliers to indicate

## SECTION E - EVALUATION CRITERIA

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

### 1) MANDATORY REQUIREMENTS

NO	REQUIREMENTS	RESPONSIVE OR NOT RESPONSIVE
MR 1	Provide samples of Calendar(s) and/or Diaries (whichever is applicable)	
MR 2	Must submit copies of the following documents; a) Tax Compliance Certificate (valid at the tender opening date). b) Certificate of Registration/Incorporation	
MR 3	Provide dully filled up Confidential Company Profile in the format provided in appendix 1 of this document.	
MR4	Provide certified copies of CV's & Testimonials of at least <b>three</b> Key Staff & <b>one</b> Designer for the specified type of work	

### II) TECHNICAL SCORES FOR BRANDED CBK CALENDARS

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
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T1	<p>Satisfactory compliance with technical specifications as indicated by the sample provided by the tenderer</p> <ul style="list-style-type: none"> <li>Size A2: Compliance</li> <li>Extend: 13 leaves printed on one side only on all leaves : Compliance</li> <li>Paper: provide the required paper quality : Compliance</li> <li>Print Details: Full Color for both Leaves and Flysheet: Compliance</li> <li>Finishing: (Prove the required finishing quality )</li> <li>Design: ( Ability to demonstrate conceptualization of design )</li> </ul>		<p>3</p> <p>5</p> <p>10</p> <p>5</p> <p>2</p> <p>15</p>	<b>40</b>
T2	Provide a list of 5 clients and references to which the company has done similar work each valued at Shs 0.2million and above in the last 3 years		<ul style="list-style-type: none"> <li>5 or more clients:</li> <li>Others prorated at:</li> </ul> <p><u>Number of clients x20</u> 5</p>	<b>20</b>
T3	Delivery/ completion period after the award of tender		<p>Within 4 weeks: 20 Marks</p> <p>Within 5 Weeks: 10 Marks</p> <p>Within 6 weeks: 5 Marks</p> <p>Above 6 weeks : 0 Marks</p>	<b>20</b>
T4	<p>Financial Strength: Attach Audited accounts for the last current years</p> <p>a) Profitability margin</p> <p>b) Liquidity Ratio</p>		<p>30% will score 10 Marks</p> <p>10-30% will score 8 marks</p> <p>Below 10% will score 4 Marks</p> <p>2:1 will score 10 Marks</p> <p>1:1 - will score 5 Marks</p> <p>1: 0.5 will score 2 Marks</p> <p>Any other – Zero</p>	<b>20</b>
	<b>Total</b>			<b>100</b>

**Note:** Only tenders that score **75% and above** on the above Technical Evaluation will qualify for Financial Evaluation. Financials will be ranked and the best ranked having the lowest price will be declared the Lowest Evaluated Tender.

## II) TECHNICAL SCORES FOR BRANDED CBK DIARIES

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
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T1	<p>Satisfactory compliance with technical specifications as indicated by the sample provided by the tenderer</p> <ul style="list-style-type: none"> <li>• B5 Branded Executive Diaries: Compliance</li> <li>• B5 Branded Executive Diaries (Personalized): Compliance</li> <li>• A4 Branded Secretarial Diaries: Compliance</li> <li>• A5 Branded Classic Diaries: Compliance</li> <li>• Design: ( Ability to demonstrate conceptualization of design)</li> </ul>		<p>8</p> <p>8</p> <p>8</p> <p>8</p> <p>8</p>	<b>40</b>
T2	Provide a list of 5 clients and references to which the company has done similar work each valued at Shs 0.2million and above in the last 3 years		<ul style="list-style-type: none"> <li>• 5 or more clients:</li> <li>• Others prorated at: <u>Number of clients x20</u> 5</li> </ul>	<b>20</b>
T3	Delivery/ completion period after the award of tender		<ul style="list-style-type: none"> <li>• Within one month: <b>20 Marks</b></li> <li>• More than one month but less than or equal to two months: <b>10 Marks</b></li> <li>• Above two months: <b>0 Marks</b></li> </ul>	<b>20</b>
T4	<p>Financial Strength: Attach Audited accounts for the last current years</p> <p>a) Profitability margin</p> <p>b) Liquidity Ratio</p>		<p>30% will score <b>10 Marks</b> 10-30% will score <b>8 marks</b> Below 10% will score <b>4 Marks</b></p> <p>2:1 will score <b>10 Marks</b> 1:1 - will score <b>5 Marks</b> 1: 0.5 will score <b>2 Marks</b> Any other – <b>0 Marks</b></p>	<b>20</b>
	<b>Total</b>			<b>100</b>

**Note:** Only tenders that **score 75% and above** on the above Technical Evaluation will qualify for Financial Evaluation. Financials will be ranked and the best ranked having the lowest price will be declared the Lowest Evaluated Tender. The Lowest Evaluated Tender will be recommended for the award of the contract.

## SECTION F - PRICE SCHEDULE

Name of Tenderer: -----

Item No.	Category	Item Description	Quantity	Unit Price	Total Price	Unit Price of other incidental services payable	GRAND TOTAL (KSHS)
1.	Wall Calendars	A2 Branded Wall Calendars	15,000 No.				
	<b>Total</b>						
2.	Diaries	B5 Branded Executive Diaries	300 No.				
		B5 Branded Executive Diaries (with names)	100 No.				
		A4 Branded Secretarial Diaries	100 NO.				
		A5 Branded Classic Diaries	2,000 No.				
	<b>Total</b>						

Signature of tenderer

\_\_\_\_\_

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

## SECTION G - FORM OF TENDER

Date \_\_\_\_\_

Tender No. \_\_\_\_\_

To.....

.....

[Name and address of Bank]

Gentlemen and/or Ladies:

1. Having examined the tender documents, we, the undersigned, offer to provide.  
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[signature]* *[In the capacity of]*

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## SECTION H - CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Bank)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.



## APPENDIX 1 - CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### Part 1 General

Business Name .....  
Location of Business Premises .....  
Plot No, .....Street/Road .....  
Postal address .....Tel No. ....Fax .....  
Email .....  
Nature of Business .....  
Registration Certificate No.....  
Maximum value of business which you can handle at any one time – Kshs.....  
Name of your  
bankers.....  
Branch .....

Address of Bank

To:.....  
.....  
.....  
.....

RE: Tender No. ....

Tender Name .....

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

.....  
.....

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 14 days of the date of this letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_

\_\_\_\_\_

<b>Part 2 (a) – Sole Proprietor</b>			
Your name in full.....		Age.....	
Nationality.....		Country of Origin.....	
Citizenship details .....			
<b>Part 2 (b) – Partnership</b>			
Given details of partners as follows			
Name	Nationality	Citizenship details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
<b>Part 2 (c) – Registered Company</b>			
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. ....	.....	.....	.....
Date.....Signature of Candidate.....			