BANKI KUU YA KENYA

CENTRAL BANK OF KENYA

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TENDER NO: CBK/08/2012-2013
FOR SUPPLY AND DELIVERY OF
2,000 BALES OF JUMBO TOILET TISSUE

CLOSING DATE: 17TH OCTOBER, 2012 AT 10:30AM

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SECTION I INVITATION TO TENDER
DATE 03 OCTOBER, 2012

TENDER REF NO: CBK/08/2012-2013
TENDER NAME: SUPPLY AND DELIVERY OF 2,000 BALES OF JUMBO TOILET TISSUES

1.1 The Central Bank of Kenya invites sealed bids from eligible candidates for supply of Photocopy Papers.

1.2 Interested eligible candidates may obtain further information from and inspect the Tender documents at the office of:

1.3 Director,
Department of Estates, Supplies & Transport
Central Bank of Kenya
Haile Selassie Avenue
Nairobi.

OR in the Bank's website: www.centralbank.go.ke

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and addressed to The Director, Department of Estates, Supplies and Transport. P.O. BOX 60000-00200 NAIROBI and shall be deposited in the **Green Tender Box No. 3 on the Ground Floor, CBK Building** along Haile Selassie Avenue so as to be received on **or before Wednesday, 17th October, 2012 at 10.30am.**

1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **The CBK Building, DEST Conference Room on 5th floor.**

1.6 Prices should be quoted in Kenya Shillings and should be inclusive of all taxes and remain valid for 90 days from the closing date of the tender.

CASSIAN J. NYANJWA
DIRECTOR,
DEPARTMENT OF ESTATES, SUPPLIES & TRANSPORT

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 Central Bank 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 Bank 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 Bank, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be 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 Bank 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 Bank. 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 Bank 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 Bank, 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 Bank, 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 Bank, 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

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 90 days from the date of opening of the tender.

2.11 **Tender Currencies**

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

2.12 **Tenderers Eligibility and Qualifications**

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

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

2.15 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 Bank, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Bank as non responsive.

2.15.2 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. 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 Central Bank 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," **Wednesday, 17th October 2012 at 10:30 am.**

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 Bank 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 Bank at the address specified under paragraph 2.17.2 no later than **Wednesday, 17th October 2012 at 10:30 am.**

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

2.19.5 The Bank 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

2.20.1 The Central Bank of Kenya will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.30am, Wednesday on 17th October, 2012** and in the location specified in the Invitation to Tender.

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

2.20.2 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 Bank, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Bank 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 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 of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Bank in the Bank'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 Bank 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 Bank 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 affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Bank 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 Bank 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 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 Contacting the Bank

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

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

2.26 Award of Contract

(a) Post-qualification

2.26.1 In the absence of pre-qualification, the 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.

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

(b) Award Criteria

2.26.3 The Bank 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) Bank's Right to Vary quantities

2.26.4 The Bank 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) Bank's Right to Accept or Reject Any or All Tenders

2.26.5 The Bank 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 Bank action.

2.27 Notification of Award

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

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

2.28 Signing of Contract

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

2.28.2 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless thee is an administrative review request.

2.28.3 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

2.29 Corrupt or Fraudulent Practices

2.29.1 The Bank 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 Bank, 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 Bank of the benefits of free and open competition;

2.29.2 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.

2.29.3 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

2.11.2 **Prices**

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

2.23.1 **Conversion of Currency**

Where other currencies are used, the Bank 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.

2.26.4 **Varying of Quantities**

The Bank 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

2.26.5 **Bank's Right to Accept or Reject All Tenders**

The Bank 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 Bank action.

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 Bank 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 Bank under the Contract.

(d) "The Bank" 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 Bank 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 Bank'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 Bank 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 Bank'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 Bank and shall be returned (all copies) to the Bank on completion of the Tenderer's performance under the Contract if so required by the Bank.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Bank 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 Bank's country.

3.7 Inspection and Tests

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

3.7.2 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 Bank.

3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Bank 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 Bank.

3.7.4 The Bank'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 Bank or its representative prior to the equipment delivery.

3.7.5 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Packing

3.8.1 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.

3.8.2 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

3.9 Delivery and Documents

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

3.10 Insurance

3.10.1 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 Bank 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 be in accordance to the provisions of the Public Procurement and Disposal Act, 2005

3.13.4 Price variation request shall be processed by the Bank 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 Bank's prior written consent

3.15 Subcontracts

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

3.16.2 In the event the Bank 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 Bank 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 Bank 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 Bank 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.

4.2 Payment Terms

The method and conditions of payments to the tenderer under this contract shall be as follows:

(i) Payment for the Goods shall be made in Kenya Shillings
(ii) There shall be no advance payment under this Contract
(iii) Payments will be made by the Bank within (90) days after submission of an invoice and delivery note or claim by the tenderer.

4.3 **Prices**

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. The Unit Price quoted shall be inclusive of all other charges incidental to the delivery of goods to the Bank's stores.

4.4 **Delivery of Goods**

(i) Delivery of the goods shall be made by the tenderer to the Bank's store on need basis or on quarterly basis during the period of the contract when the Local Purchase Orders are issued.

(ii) If at any time during the performance of the Contract, the tenderer should encounter conditions impeding timely delivery of the Goods, the tenderer shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its causes. On receipt of the tenderer's notice, the Bank shall evaluate the situation and may at its discretion extend the tender's time for delivery with or without liquidated damages, in which case the extension shall be ratified by the Bank by amendment of the Local Purchase Order. However, in the event that such delayance leads the Bank to procure the same items from other sources the tenderer shall be liable to the Bank for any excess cost incurred for such similar goods and refusal by the tenderer shall lead to termination.

(iii) Except as provided under the General Conditions of contract paragraph 3.20, a delay by the tenderer in the performance of its delivery obligations shall render the tenderer liable to the imposition of liquidated damages pursuant to paragraph 3.17 unless an extension of time is agreed upon pursuant to paragraph 2 (b) above without application of liquidated damages.

(iv) Upon delivery of the Goods, the tenderer shall notify the Bank and forward the following documents to the Bank:

(a) Copies of the supplier invoice showing Goods description, quantity, unit price, total amount and Purchase Order number (PO).
(b) Delivery note giving details as (a) above.

The Bank with the arrival of the Goods shall receive the above documents, and if not received, the Goods will be rejected and the tenderer will be responsible for any consequent expenses.

4.5 **Availability of goods**

The tenderer shall carry sufficient inventories to assure ex-stock supply of the Goods tendered for they must undertake to hold ex-stock a quarter of tender quantity at any time during the contract period. The items shall be supplied as promptly as possible and within the period specified on the Purchase Orders.

4.6 **Standards**

(i) The supplier warrants that the Goods supplied under the contract are new, unused and conforms to the specifications indicated in the Contract and/or Local Purchase Orders. The supplier further warrants that all Goods supplied under this contract shall have no defects, arising from design, materials or workmanship (except when the design and/or material is required by the Bank's specification) or from any act or omission of the tenderer that may develop under normal use of the supplied Goods in the Conditions prevailing in the Bank.

(ii) If, for reasons attributed to the tenderer, these warranties are not attained in whole or in part. the supplier shall either:

a. make such changes, modifications and/or additions to the goods or any part thereof as may be necessary in order to attain the contracted warranties specified in the contract at its own cost and expense and to carry out further performance tests to the satisfaction of the Bank, or

b. Replace such Goods with the ones that conform to the specifications in the contract at his own costs

4.7 **Ownership Transfer:-**

Ownership of the goods is transferred to Central Bank of Kenya after acceptance of quality of the goods. If the goods are rejected they shall be collected as promptly as possible, but not later than 7 days, failure to which demurrages charges shall accrue at rate of 2% of the total value and be disposed after 21 days at suppliers cost.

4.8 Dispute Resolution.

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, **Sample(S)** for the product they intend to supply.

5.1.2 Tenderers must indicate on the specifications sheets whether the product offered comply with each specified requirement.

5.1.3 All the specifications of the product to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer. The Bank reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the product.

5.2 PARTICULARS

JUMBO TOILET TISSUE - Quantity – **2,000 bales**

	PRODUCT DESCRIPTION	**Tenders Response**
1.	Premium quality	
2.	Virgin pulp	
3.	Colour: White	
4.	200 meters per roll with perforations	
5.	1,600 sheets x 2 ply	
6.	Packaging : 12 rolls per bale	

SECTION VI - EVALUATION OF TENDERS

A. MANDATORY REQUIREMENTS (MR)

The following mandatory requirements must be met notwithstanding other requirements in the documents:

NO	REQUIREMENTS	TENDERER'S RESPONSE
MR 1	Provide documentary evidence of the company's Certificate of Incorporation / Certificate of Registration	
MR 2	Provide a copy of the company's **current** Certificate of Tax Compliance issued by Kenya Revenue Authority (KRA)- **Valid** as at the tender opening date	
MR 3	Submit a copy of the Audited Accounts for the last 2 (two) years	
MR 4	Provide dully filled up business questionnaire in the format provided	
MR 5	Provide a sample roll for evaluation (one jumbo tissue)	

B. TECHNICAL EVALUATION

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
1	Experience in supply of goods of similar nature. Demonstrated by copies of LPOs/ letters of offer/contracts in last three years for a value of at least Kshs 200,000.00.		• 5 or more clients: 30% • Others prorated at: Number of clients x30 5	**30**
2.	Number of years in business for supply of related products.		• 5 years and above: **5%** • Others prorated at: Number of years x5 5	**5**
2	Personnel in employment: (A) Management personnel- prove of managerial skills- provided signed CV. (B) Supervisors; personnel proposed to be supervising the supply to the Bank working experience as supervisor, educated at least up to Diploma level. (Consider revising) (C) Other workers involved in the delivery – Status of their		• One (1) CV and above- 10% others nil - submit signed CV copies of certificates • 2 CVS and above 10% others nil - submit signed CV copies of certificates • Attach a list	**30**

	engagement (permanent) this should be supported by a list of employees indicating their employment status		(5 and above) - 10% category (others to be prorated)	
3	List of equipment/ facility for delivery of the goods		• Indicate details of a delivery van(s) to be assigned this supply.	**10**
3	a) Profitability Margin		A *margin above 30% will score 15 marks;* *10-29 % 10 marks* *and below 1-9% 5 mark*	**15**
	b) Liquidity Ratio Must attach company audited accounts for the last two consecutive years.		*2:1 – 10 marks; 1:1 –5 marks; less than 1:1 2 mark*	**10**
	Total			**100**

Note:
Only tenders that **score 75% and above** on technical evaluation will qualify for financial evaluation.

I. Financial Evaluation.

Financials will be checked for accuracy and ranked. The best ranked having the lowest price will be declared the lowest evaluated Tender. The lowest evaluated Tender will be recommended for award.

SECTION VI - SCHEDULE OF REQUIREMENTS

Item Description	Quantity	Delivery schedule
Jumbo Tissues as specified in 5.2	**2,000 Reams**	

Delivery schedule to start from the date of the contract

PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____Page _____ of _____

1	2	3	4	5	6
Item	Description	Country of origin	Quantity	Unit price	Total Price item (cols. 4x5) inclusive of all taxes

Signature of tenderer _____

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

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

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.

Confidential Business Questionnaire Form -
This form must be completed by the tenderer and submitted with the tender documents.

Contract Form
The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

_____
(name and address of Bank]

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 and delivery of **2,000 bales of Jumbo Tissues** 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 the goods 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 ……. ……. (*Bank).*

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 _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

Part 1 – General:

Business Name ……
Location of business premises.
……
Plot No…… Street/Road ……..
Postal Address …….. Tel No. ……. Fax ……. E mail …….
Nature of Business ……..
Registration Certificate No. ……
Maximum value of business which you can handle at any one time – Kshs. ……
Name of your bankers …….. Branch ……

	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 ……
Date …….. Signature of Candidate ……..	

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

8.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between ……. [*name of Procurement entity)* of ……. [*country of Procurement entity]* (hereinafter called "the 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 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 Bank's Notification of Award

3. In consideration of the payments to be made by the Bank to the tenderer as hereinafter mentioned, the tender hereby covenants with the Bank to provide the goods 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 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 Bank

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