

**BANKI
KUU YA
KENYA**



**CENTRAL
BANK OF
KENYA**

**Haile Selassie Avenue
P.O. Box 60000 - 00200 Nairobi Kenya
Telephone: 2861000/2863000
Fax 340192/250783**

Email: info@centralbank.go.ke

TENDER FOR DESIGN, PRINTING & SUPPLY OF WALL CALENDARS AND DIARIES FOR THE YEAR 2013

TENDER REF. NO. CBK/06/2012-2013

**P.O BOX 60000 – 00200
NAIROBI**

(CLOSING DATE: 3RD OCTOBER 2012)

TABLE OF CONTENTS

	Page
Section A: Invitation to Tender.....	3
Section B: Instructions to Tenderers.....	4
Section C: Technical Specifications.....	13
Section D: Evaluation Criteria.....	15
Section E: Price Schedule.....	18
Section F: Tender Form.....	19
Section G: Contract Form.....	20
Appendix 1: Confidential Business Questionnaire.....	21

SECTION A – INVITATION TO TENDER

Tender Ref No. CBK/06/2012-2013

Tender name: DESIGN, PRINTING AND SUPPLY OF WALL CALENDARS AND DIARIES FOR THE YEAR 2013

- 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
- 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 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 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 preferred samples** of Wall Calendars and Diarie(s) on or before the tender opening date.
- 1.6 Completed Tender Documents should be put in two separate sealed envelopes for **calendars** and **diaries, marked with the tender number and title** should be deposited in **the Green Tender Box marked 3** located at the Front **Entrance to the CBK Building** on Haile Sellasie Avenue before the closing slated time for **10.30 am on Wednesday, 3rd October, 2012**. Late bids will not be accepted and will be returned unopened.
- 1.7 Tenders will be opened publicly on **Wednesday, 3rd October, 2012 at 11.00 am at the DEST Conference Room, 5th floor, CENTRAL BANK OF KENYA** in the presence of the tenderers representatives who may choose to attend the opening.

DIRECTOR,

DEPARTMENT OF ESTATES, SUPPLIES & TRANSPORT

19th September 2012

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.
- 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 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/=

2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below:
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) Technical Specifications
 - (iv) Tender Form and Price Schedules
 - (v) Contract Form
 - (vi) 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.

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 2.21.1
- 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 2.4 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 Validity of Tenders

2.14.1 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.

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

2.15 Format and Signing of Tender

2.15.1 The tenderer shall prepare one copy of the tender, clearly marking the **Reference:CBK/06/2012-2013**

2.15.2 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.

2.15.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15.4 The Bank will prepare minutes of the tender opening which will be submitted to the tenderer's that signed the tender opening register and will have made the request.

2.16 Clarification of tenders

2.16.1 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 shall be sought, offered, or permitted.

2.16.2 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.

2.17 Preliminary Examination and Responsiveness

2.17.1 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.

2.17.2 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 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.

2.17.3 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.

2.17.4 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.

2.17.5 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 nonconformity.

2.18 Evaluation and comparison of tenders.

2.18.1 The Bank will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.17.4

- 2.18.2 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.
- 2.18.3 Pursuant to paragraph 2.18.1 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.
- 2.18.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.18.5 To qualify for contract award, the winning tenderer will have to meet the specifications as outlined on page 13 and the evaluation criteria as indicated on page 16.

2.19 Contacting the procuring entity

- 2.19.1 Subject to paragraph 2.19.2, 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.
- 2.19.2 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 tenderers tender.
- 2.19.3 The winning bidder will be the lowest evaluated against the evaluation criteria indicated in Section D.
- 2.19.4 The tenderers achieving a pass mark of **75%** and above will be evaluated financially.

2.20 Award of Contract

a) Post qualification

- 2.20.1 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.
- 2.20.2 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 2.17.4, as well as such other information as the Bank deems necessary and appropriate.

b) Award Criteria

2.21.1 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.

2.21.2 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.

2.22 Notification of award

2.22.1 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.

2.23 Signing of Contract

2.23.1 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.

2.23.2 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.

2.23.3 The successful bidder will be required to give weekly progress reports on printing of Calendars or Diaries.

2.24 Corrupt or Fraudulent Practices

2.24.1 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.

2.24.2 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;

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

2.25 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.

2.26 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 C - TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR DESIGN , PRINT AND SUPPLY OF CBK CALENDARS & DIARIES FOR 2013

1. WALL CALENDARS FOR 2013				
ITEM DESCRIPTION		QUANTITY	DELIVERY TIME	REMARKS
Size	A2	To quote for: 15,000 No.	Suppliers to indicate	
Extend	13 Leaves Printed One Side only on all leaves			
Paper	Leaves: 170 gsm Matt Art Paper per sample Flysheet: 170gsm White Art Paper per sample			
Printing Details	Full Color for both Leaves and Flysheet			
Finishing	Wire O Wire Top Bond with Hanger & Suspender			
Pictorials	To be provided by CBK			
Samples	Suppliers to view samples at CBK			
Design	Design to be conceptualized by Supplier per clients instructions			
2. DIARIES FOR 2013				
DIARY TYPE	ITEM DESCRIPTION	QUANTITY	DELIVERY TIME	REMARKS
A4 Branded Executive Diaries	<ul style="list-style-type: none">- Size: 19.5x25cm- Duly gilding at the edges of the cover page- One date to a page- Monthly Tabbing- Tear Off Perforation- Cover Design – Exclusive per sample- Cover Material & Color: As per sample- CBK Logo to be embossed [Screen printing] on front outer cover- A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other.-Monthly Planner	200 No.	Suppliers to indicate	
A4 Branded Executive Diaries (Branded)	<ul style="list-style-type: none">- Size: 19.5x25cm- Duly gilding at the edges of the cover page- One date to a page- Monthly Tabbing- Tear Off Perforation- Cover Design – Exclusive per sample- Cover Material & Color: As per sample- CBK Logo to be embossed [Screen printing] on front outer cover- A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other.-Monthly Planner-Name personalization on cover	100 No.	Suppliers to indicate	
A4 Branded Secretarial Diaries	<ul style="list-style-type: none">- Size: 22.5x30cm- Duly gilding at the edges of the cover page- Week to view- Monthly Tabbing- Tear Off Perforation- Cover Design – Exclusive per sample- Cover Material & Color: As per sample- CBK Logo to be embossed [Screen printing] on front outer cover- A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other.-Inside paper –Cream Bond-Monthly Planner	100 No.	Suppliers to indicate	
B5 Branded Classic	<ul style="list-style-type: none">- Size: 15.4x21.3cm- Duly gilding at the edges of the cover page- One date to a page	1,600 No.	Suppliers to indicate	

Diaries	<ul style="list-style-type: none"> - Monthly Tabbing - Tear Off Perforation - Cover Design – Exclusive per sample - Cover Material & Color: As per sample - CBK Logo to be embossed [Screen printing] on front outer cover - A page with CBK addresses on one side and CBK Objectives; Mission and Vision on the other. -Monthly Planner 			
---------	---	--	--	--

SECTION D - EVALUATION CRITERIA

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

A) 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 valid copies of the following documents; a) Tax Compliance Certificate b) Certificate of Registration/Incorporation	
MR 3	Provide duly filled up Confidential Company Profile in the format provided on Page 21	
MR 4	Provide a list of machines, their models and print sheet capacity and condition in your plant	

B) TECHNICAL SCORES FOR CALENDARS

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
T1	<p>Satisfactory compliance with technical specifications as indicated by the sample provided by the tenderer</p> <ul style="list-style-type: none"> Size: compliance Extend: 13 leaves printed on one side only on all leaves : compliance Paper: provide the required paper quality : Compliance Printing Details: Finishing: (Prove the required finishing quality) Design: (Ability to demonstrate conceptualization of design) 		<p>3</p> <p>5</p> <p>10</p> <p>5</p> <p>2</p> <p>15</p>	40
T2	Provide a list of five 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"> 5 or more clients: Others prorated at: $\frac{\text{Number of clients} \times 20}{5}$ 	20
T3	Delivery/ completion period after the award of tender		<ul style="list-style-type: none"> Within 4 weeks: Within 5 Weeks Within 6 weeks: Above 6 weeks 	<p>20</p> <p>10</p> <p>5</p> <p>0</p>
T4	<p>Financial Strength: Audited accounts for the last 2 years. i.e 2010-2012</p> <p>a) Profitability margin</p> <p>b) Liquidity ratio</p>		<p>Above 30% -----10 Marks</p> <p>30%-20% ----- 8 Marks</p> <p>19% -5% ----- 4 Marks</p> <p>2:1 ----- 10 Marks</p> <p>1:1 ----- 5 Marks</p>	<p>20</p> <p>10</p> <p>10</p>
	Total			100

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.

C) TECHNICAL SCORES FOR DIARIES

	Evaluation Attribute	Tenderer's Response	Weighting Score	Max Score %
T1	<p>Satisfactory compliance with technical specifications as indicated by the sample provided by the tenderer</p> <ul style="list-style-type: none"> • Size: compliance • Extend: 13 leaves printed on one side only on all leaves : compliance • Paper: provide the required paper quality : Compliance • Printing Details: • Finishing: (Prove the required finishing quality) • Design: (Ability to demonstrate conceptualization of design) 		<p>3</p> <p>5</p> <p>10</p> <p>5</p> <p>2</p> <p>15</p>	40
T2	Provide a list of five 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"> • 5 or more clients: • Others prorated at: <p><u>Number of clients x20</u> 5</p>	20
T3	Delivery/ completion period after the award of tender		<ul style="list-style-type: none"> • Within 4 weeks: • Within 5 Weeks • Within 6 weeks: • Above 6 weeks 	<p>20</p> <p>10</p> <p>5</p> <p>0</p>
T4	<p>Financial Strength: Audited accounts for the last 2 years. i.e 2010-2012</p> <p>c) Profitability margin</p> <p>d) Liquidity ratio</p>		<p>Above 30% ----- 10 Marks</p> <p>30%-20% ----- 8 Marks</p> <p>19% -5% ----- 4 Marks</p> <p>2:1 ----- 10 Marks</p> <p>1:1 ----- 5 Marks</p>	<p>20</p> <p>10</p> <p>10</p>
	Total			100

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.

SECTION E - PRICE SCHEDULE

Name of Tenderer: -----

1	2	3	4	5	6	7
Category	Item Description	Quantity	Unit Price	Total Price	Unit Price of other incidental services payable	GRAND TOTAL (KSHS)
Wall Calendars	A2 Branded Wall Calendars	15,000 No.				
Diaries	A4 Branded Executive Diaries	300 No.				
	A4 Branded Executive Diaries (with names)	100 No.				
	A4 Branded Secretarial Diaries	100 NO.				
	B5 Branded Classic Diaries	1,600 No.				

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 F - 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 G - 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

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.			

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

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*) _____
