

THE PRESIDENCY

MINISTRY OF DEVOLUTION AND PLANNING (PLANNING AND STATISTICS)

**REPUBLIC OF KENYA**



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Tender Document

For

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**TENDER NO/MOD&P/03/2015/2016**

TENDER NAME: – PROVISION OF  
PRINTING SERVICES OF KEY  
INVESTMENT OPPORTUNITIES  
DOCUMENTS IN KENYA FOR TICAD  
VI SUMMIT

**FINANCIAL YEAR 2015/2016**

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MINISTRY OF DEVOLUTION AND PLANNING  
(STATE DEPARTMENT OF PLANNING & STATISTICS)

P. O. Box 30005 - 00100

NAIROBI

**CLOSING DATE: 13<sup>th</sup> JUNE, 2016**

**TIME: 10.00 A.M (EAST AFRICAN TIME)**

**SECTION I INVITATION TO TENDER**

**BIDDER NAME & ADDRESS**

**DATE:** **8<sup>th</sup> JUNE, 2016**

**TENDER REF NO:** MOD&P/03/2015/2016

**TENDER NAME:** **PROVISION OF PRINTING SERVICES**

A) I hereby wish to inform you that you have been shortlisted for provision of printing services as per details in the schedule of requirements in this document.

B) Tenderers shall be required to furnish the procuring Entity with the following information as a minimum criterion for submission of a bid for the Printing and Delivery of books, supported by the relevant documents: -

- (1.) Sound financial standing and / or adequate access to bank credit line (candidates shall be required to furnish the procuring entity with a recommendation letter from a financial institution)
- (2.) Litigation History of the Company (both court and arbitration cases, if any).
- (3.) Tender Form and Confidential Business Questionnaire dully filled and signed by an authorized person (Proof of power of attorney is mandatory).
- (4.) PIN, VAT and Tax Compliance Certificates.

Evidence of printing services to the Government Institutions for the past three (3) years, if any;

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- C) Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **Thirty (30) days** from the closing date of the tender.
- D) Clarifications (if any) on the item Specifications may be directed to the Head of Supply Management Unit four (4) days and response be given three (3) days before closure of the tender.
- E) Completed tender documents to be received on or before **Monday 13<sup>th</sup> June, 2016 10.00am (East African Time) through IFIMIS supplier portal.**
- F) Tenders will be opened publicly immediately thereafter in the presence of the Candidates or their representatives who choose to attend at 9<sup>th</sup> floor of Ministry Headquarter.
- G) Please confirm your participation through Ministry Supplier Portal.

Yours faithfully,  
**M.R.Mugoya**  
**For: Principal Secretary**

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**SECTION II - INSTRUCTIONS TO TENDERERS**

The following information regarding the particulars of the tender shall prevail to tenderers

<b>ITB Reference</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<ul style="list-style-type: none"> <li>a. The name of the client is: - Ministry of Planning and Statistics</li> <li>b. The eligible firms are those capable of printing services as provided in the Price Schedule.</li> <li>c. The tender is for General Category.</li> <li>d. The firms must have dealt with the Printing Services as specified in the Schedule of Requirements</li> <li>e. Location/Delivery Point(s): - State Department of Planning and Statistics(Macro Department)- Treasury Building, , along Harambee Avenue.</li> </ul>
2.1.3	<p>The participating tenderer is expected to have the following:</p> <ul style="list-style-type: none"> <li>(i). The tenderer <b>MUST</b> possess valid Registration Certificates, Reliable Contacts by Address, Email, Telephone and copies <b>MUST BE</b> attached.</li> <li>(ii).The tenderer <b>MUST</b> possess valid value Added VAT), Tax compliance certificate and PIN No. Copies <b>MUST BE</b> attached.</li> <li>(iii).Provide evidence of previous participation in the same Services.</li> <li>(iv) Confidential Business Questionnaire properly filled and signed.</li> <li>(v) The prospective winning supplier shall be required to provide <b>a copy of draft document for approval</b> before engaging on fully fledged printing of documents.</li> </ul>
2.5.1	Any clarification of the tender document may sought in writing three (3) days and

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	respond two(2) days prior to the deadline for the submission of tenders
2.13.1	Tender validity period: - 30days from the date of Tender opening.
2.16.1.	Completed tender documents to be received on or before Monday 13th June, 2016 10.00am (East African Time) through IFIMIS No.....
2.18.1	<p><b>Evaluation Criteria</b></p> <p><b>a. Preliminary Examination</b> The tenders will be examined to determine whether they are complete, whether the documents have been provided or properly signed, and whether the tenders are generally in order.</p> <p><b>b. Technical Evaluation</b> The tenders will be examined to determine whether they conform to the requirement of the technical specifications.</p> <p><b>c. Financial Evaluation</b> The tenders will be examined on the arithmetical errors, any discrepancy between the unit price and the total price and comparison of prices offered to the market price.</p> <p><b>d. Award Criteria</b> The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.</p>
2.26.2	The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
	Note: a) <b>Prices quoted shall be firm and fixed.</b>
	<b>b) Financial Aspects (Price Quoted) should be separated from the Technical Aspects</b>

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section

g) “SCC” means the special conditions of contract

h) “Day” means calendar day

### 3.2 **Application**

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

### 3.3 **Standards**

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

### 3.5 **Patent Right’s**

The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

### 3.6 **Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer’s failure to complete its obligations under the Contract.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer’s performance of obligations under the contract, including any warranty obligations under the contract.

### 3.7 **Inspections and Tests**

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract

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specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### 3.8 **Payment**

- 3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

### 3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

### 3.10 **Assignment**

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

### 3.10 **Termination for Default**



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

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

In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after thirty (10) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

### **3.15 Governing Language**

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

### **3.16 Force Majeure**

The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

### **3.17 Applicable Law.**

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

### **3.18 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

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**SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
GCC 3.1.1	<i>The Contract shall be made as per Contract Form</i>
GCC 3.8.2.	The prospective winning supplier shall be required to provide <b>a copy of draft document for approval</b> before engaging on fully fledged printing of documents.
GCC 3.10.1	Delivery shall be as provided in the Schedule of Requirement.
GCC 3.13.1	The prices shall be firm and fixed.
GCC 3.13.2.	
GCC 3.12.2 payments	<i>Payment shall be made after full delivery of goods as prescribed in the PO and which shall be within 30 days of receipt.</i>
GCC 3.18.1	Resolution of Disputes shall be through amicable negotiation and by any applicable Laws of Kenya.

**SECTION V – SCHEDULE OF REQUIREMENTS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

S/NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	Delivery Period	Delivery Point
1	Design and Format for Printing Services of Key Investment Opportunities Documents in Kenya for TICAD VI Summit in colour as per sample.	No.	7,000	1wk	

**Company Seal:** \_\_\_\_\_

**Renderers' Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Note:**

- (a) In case of discrepancy between unit prices and totals, the unit prices shall prevail.
- (b) The prices quoted must be valid and eligible for supply and delivery to Ministry of Devolution and Planning State Department of Statistics.

**SECTION VI DESCRIPTION OF SERVICES**

1. Design and Format for Printing Services of Key Investment Opportunities Documents in Kenya for TICAD VI Summit in colour as per sample.
2. The prospective winning supplier shall be required to provide **a copy of draft document for approval** before engaging on fully fledged printing of documents.

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**CONTRACT FORM**

THIS AGREEMENT made the \_\_\_day of \_\_\_\_20\_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares 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 Procuring entity’s Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

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

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

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**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.

<p><b>Part 1 General</b></p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No,.....Street/Road .....</p> <p>Postal address .....Tel No. ....Fax Email.....</p> <p>.....</p> <p>Nature of Business .....</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>.....</p> <p>Branch.....</p>
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	<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.....



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**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER