



**KENYA
YEARBOOK
EDITORIAL
BOARD**

NHIF BUILDING 4TH FLOOR P.O. BOX 34035 00100 NAIROBI

**SUPPLY, INSTALLATION,
COMMISSIONING AND TRAINING OF
DIGITAL PRINTING PRESS**

TENDER NO. KYEB/004/2017-2018

**CLOSING DATE: TUESDAY, 26TH SEPTEMBER 2017
10.00 A.M.**

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**KENYA YEARBOOK
EDITORIAL BOARD**

INVITATION TO TENDER RE-ADVERTISEMENT

The Kenya Yearbook Editorial Board wishes to invite interested and eligible bidders for the tender described hereafter.

SUPPLY, INSTALLATION, COMMISSIONING AND TRAINING OF:

TENDER NUMBER	DESCRIPTION
KYEB/004/2017-2018	LOT 1- DIGITAL PRINTING PRESS AND UPS
	LOT 2- CREASING MACHINE
	LOT 3- HIGH SPEED DIGITAL LAMINATION MACHINE
	LOT 4- BOOKLET MAKER
	LOT 5- FOLDING MACHINE
	LOT 6- PAPER GUILLOTINE
	LOT 7 - HIGH SPEED SINGLE CLAMP PERFECT BINDER

Interested eligible candidates may obtain bid documents from Procurement Office Kenya Yearbook Editorial Board NHIF building 4th floor or download free of charge from Kenya Yearbook Editorial Board **website: www.kenyayearbook.co.ke** Hard copies will be obtained upon payment of non-refundable fee of **KSH 1000** (One thousand shillings only). Bidders are required to submit a bid bond/security equivalent to **2%** of tender sum in the standard format from a reputable bank or PPRA approved insurance companies. Completed tender documents should be submitted in plain sealed envelopes clearly indicating **Tender Number** and **LOT Number** being applied for and deposited in the tender box located at **NHIF BUILDING 4TH FLOOR** on or before 26th September 2017 at 10.00 A.M and be addressed to:

**THE CHIEF EXECUTIVE OFFICER
KENYA YEARBOOK EDITORIAL BOARD
P.O BOX 34035-00100
NHIF 4TH FLOOR
[TEL:020-2715390](tel:020-2715390) MOBILE 0711-944538**

Opening of the tenders will take place immediately thereafter in the presence of the tenderers or their representatives who choose to attend.

CHIEF EXECUTIVE OFFICER

SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall complete the supply of goods by the intended date specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form

- 2.3.2. 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.

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents”
- 2.4.2 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

2.5 Amendment of documents

- 2.5.2 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 the prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. 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.

2.6 Language of tender

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

- 2.12.2 The tender security shall be in the amount not exceeding 5 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 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.

2.14 Format and Signing of Tender

- 2.14.1 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.
- 2.14.2 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. All pages of the tender, except for unammended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 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 Sealing and Marking of Tenders

- 2.15.1 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. The inner and outer envelopes shall:
- (a) be addressed to the Procuring entity at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **Tuesday 26th September 2017, at 10.00 am**”
- 2.15.3 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”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday 26th September, 2017, at 10.00 am**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

- 2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderer's representatives who choose to attend, at **Tuesday 26thSeptember, 2017 at 10.00 am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

- 2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 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.
- 2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

2.24 Award of Contract

a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.29 the Procuring entity 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.

2.24.4 The procuring entity reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Procuring entity's Right to Vary quantities

2.25.1 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.26 Procuring entity's Right to accept or Reject any or All Tenders

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

2.27 Notification of award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 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.

2.29 Performance Security

- 2.29.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.29.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated or call for new tenders.

2.30 Corrupt or Fraudulent Practices

- 2.30.1 The Procuring entity 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.
- 2.30.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.30.3 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 THE TENDERERS

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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: Open to all qualified bidders
2.4.1	<p>The address for clarification of Tender documents is Attention:</p> <p>The Chief Executive Officer Kenya Yearbook Editorial Board P.O Box 34035-00100 Nairobi, Kenya</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will Not be permitted
2.10.1	Prices shall be quoted in Kenya Shillings
2.11.2	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> • Brochures and catalogues. • Any other related materials
2.12.2	The Tender Security shall be 2% of the bid price from a reputable financial institution or PPRA approved insurance companies
2.13.1	The Tender validity period shall be 180 days.
2.14.1	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original and one (1) copy. Original document shall be sealed in separate envelope and clearly marked “Original”. The copy document should be sealed separately and clearly marked “copy” All the documents should then be sealed in one envelope clearly marked the Tender and lot Number without any indication of the name of the bidder.</p> <p>N/B: Bidders who do not present their documents as instructed above shall be treated as non-responsive.</p>
2.16.1	<p>Tender shall be submitted to:</p> <p>The Chief Executive Officer Kenya Yearbook Editorial Board P.O Box 34035-00100 Nairobi, Kenya</p> <p>The deadline for bid submission is: Date: Tuesday 26th September, 2017</p>

	Time: 10.00am local time
2.18.1	<p>The Tender opening shall take place at:</p> <p>Kenya Yearbook Editorial Board NHIF Building 4th floor, KYEB Boardroom P.O Box 34035-00100 Nairobi, Kenya</p> <p>Date: Tuesday 26th September, 2017 Time: 10.00am local time</p>
2.20.1	<p>The Preliminary evaluation shall be mandatory:</p> <p>The evaluation shall adopt <i>YES/ No Approach</i>. The non-responsive submissions will be eliminated from the evaluation process and will not be considered further.</p> <p>Bidders must submit the following documents which will form the basis for Preliminary Evaluation Criteria;</p> <ul style="list-style-type: none"> • A copy of certificate of registration / incorporation • A copy of valid tax compliance certificate (1. KRA for Kenyan registered firms; 2. Tax compliance certificate from the country where the tenderer is domiciled.) • Confidential Business Questionnaire (duly filled, signed and stamped) • Duly filled, signed and stamped form of tender • Valid business permit • Attach bid bond/security of 2% of the bid price from a reputable financial institution or PPRA authorized insurance companies • A copy of letter of authorization from the manufacturer(MAF) <p><i>AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON - RESPONSIVE. THE NON - RESPONSIVE SUBMISSIONS WILL BE ELIMINATED AT THIS POINT AND WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION.</i></p>
2.20..2	No correction of arithmetic errors

2.22.1

Evaluation and Comparison of Tenders (Technical Evaluation)

	TECHNICAL EVALUATION CRITERIA	WEIGHTING SCORE	MARKS
1	Audited financial statements for the last 3 financial years with a turnover of atleast Kshs. 20million	2 Marks for each year with a value of Ksh 20 million 0.5 marks each for less	6
2	Provision of similar assignments in the last 5 years (attach 6 contracts/LPO'S) of atleast 5 million each	2 Marks for each Contract/ LPO with a value of 5 million 1 mark for attaching a contract/LPO with a value less than 5 million	12
3	Meet the requirements of the proposed equipment and accessories as attached in the schedule of requirements	Marks allocated in the technical requirements for each machine	70
4	Names and qualification of atleast three key management (one management and two technical staff (provide curriculum vitae)	One management and two technical staff (provide curriculum vitae)-2 marks each	6
5	Litigation history	0 - 6 Marks 1 - 4 Marks 2 - 3 Marks 3 - 1 Mark Above 4 - 0 Mark NB: Note that full disclosure will be required	6
	TOTAL SCORE		100

NB: For a bidder to proceed to financial evaluation, a minimum score of 80% must be achieved at the technical evaluation.

Post – qualification shall “be undertaken”

2.24.1

Award Criteria: The bidder with the lowest evaluated price shall be considered for award after negotiations with the supplier.

2.24.3

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 goods and services” means goods and 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 goods and services under this Contract.
- e) “The contractor means the individual or firm providing the goods and 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 superseded 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

- 3.6.1 Within thirty (30) 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.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 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 goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s) at the point of delivery and/or at the good's final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.7.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the goods, and the tenderer shall either replace the rejected goods 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 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

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

3.10 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.

3.11 Payment

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

3.12 Prices

3.12.1 Prices charged by the contractor for goods delivered and 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.

3.13 Assignment

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

3.14 Termination for Default

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

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

3.14.1 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, goods similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.15 Termination of insolvency

3.15.1 The procuring entity may at the anytime 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.

3.16 Termination for convenience

3.16.1 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.

3.16.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the goods and pay to the contractor on agreed amount for partially delivered goods.

3.17 Resolution of disputes

3.17.1 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.

3.17.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.18 Governing Language

3.18.1 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.

3.19 Force Majeure

3.19.1 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.

3.20 Applicable Law.

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

3.21 Notices

3.21.1 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.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract (GCC)

General conditions of contract reference	Special conditions of contract
3.6.1	Applicable performance security: 10% in the specified forms only.
3.9	Delivery premises: <p style="text-align: center;">Kenya Yearbook Editorial Board P.O Box 34035-00100 NHIF Building, 4th Floor Nairobi</p>
	Supply, Installation, Commissioning and Training. <ul style="list-style-type: none"> • The bidder is responsible to deliver, install and commissioning the machine • The bidder is also expected to provide all necessary documentation for the goods • Supply, delivery and installation is to be done within the first six weeks.
	Training <ul style="list-style-type: none"> • Training is part of the project's requirements and the bidder shall provide training schedule and framework for atleast 6 months period during which we shall retain 15% payment. • The training shall be up to proficiency training level. • The bidder shall provide training manuals to be used during training.
	Maintenance & Support <p>The bidder should guarantee technical support services for the equipment supplied through an annual maintenance contract in which the required spare parts shall be at the tenderer's cost</p>
	Timeframe <p>The complete solution shall be delivered, installed, configured and commissioned within a timeframe of 2 Months after signing the contract with the Board.</p>

3.10	Insurance: Comprehensive cover from source to destination
3.11.1	<i>85% Payment will be made upon inspection and acceptance of the goods delivered and on submission of an invoice to the Board.15% retention fee payable after successful completion of training and issuance of certificates. Prices shall remain fixed for the period of the contract</i>
3.17.2	Specify resolution of disputes: Arbitration
3.20.1	Specify applicable law. Laws of Kenya
3.21.1	Notices shall be addressed and delivered to: The Chief Executive Officer Kenya Yearbook Editorial Board P.O Box 34035-00100 NHIF Building, 4th Floor Nairobi

SECTION V – SCHEDULE OF REQUIREMENTS

The Kenya Yearbook Editorial Board intends to procure the supply, installation, commissioning and training of Digital Printing Press and finishing accessories as per the attached specifications:

Lot 1

Full Color Digital Production Press

Full Color Digital Production Press Technical Specifications		Bidders Response Y/N
Speed	65 four - colour 8.5 x 11 in/A4 pages per min	
Print Resolution	1200 x 1200 dpi	
Line Screens	160, 175, 180	
Media Support	60 to 350 gsm	
Max Sheet Size	330 mm x 482 mm	
Max Image Area	317 mm x 464 mm	
Paper feeding	At least 4000 sheets	
Paper Delivery	At least 5,500 sheets	
Media Type	Coated and uncoated papers, labels, textured	
Standard Features	Inline spectrophotometer & Unload while run – without interruption	
Expanded Colour capacity	CMYK with Additional colour station for special effect printing eg, Silver and Gold	
Controller	External for handling Graphic arts applications	
Connectivity	10/100/1000BaseTX Ethernet, USB 2.0	
Security Features	User Authentication, IP Sec Support SSL/TLS support, Encryption of critical information, • IPv6 support	
Data Streams	Adobe PostScript® 3, PDF/X-1a, 3 and 4, Adobe Acrobat® XI; Native PDF 1.3, 1.4, 1.5, 1.6 and 1.7, • DCS, DCS 2.0, CT/LW, JPEG, TIFF, TIFF/IT, EPS, Export PS, PDF2Go, • PCL	
After sales Service	At least 2 service engineers should be trained on the proposed technology. Please attach training certificate copies as Proof.	
Warranty	2 years, onsite support and parts.	

- The above are indicative **MINIMUM Specifications only; bidder must meet or exceed the requested specifications.**

Full Colour Digital Production Press Technical Requirements	Marks
Features	
Operator training for at least 2 operators provide them with competency certificates	10
The proposed system should be brand new with a warranty of 12 months	10
Security Features Should be capable to print following security features on a document <ul style="list-style-type: none"> • Images (invisible to human eye) printed under normal images. Can be seen only when overlapped with specific master screen • Micro text - Text printed at smaller than 1 point size 	10
Environmental Friendly <ul style="list-style-type: none"> • No VOCs • No hazardous waste generation 	10
Precession in Colour Able to perform on press below automated colour management functions <ul style="list-style-type: none"> • Calibration • Profile creation • Spot-colour matching 	10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to supply the proposed machines.	20
The bidder should have an operational registered office in Kenya	10
Proof of similar magnitude of work performed – The bidder should attach at least 3 order copies valued above KES 50Million and not older than 3 years.	10
Reference sites with recommendation and contact details	10
Total	100

Lot 1**UPS**

UPS Technical Specification		Marks
KVA	20kva	10
Voltage	380/400/415Vac 3Phase +N (+/-20%)	4
Power factor	0.99 (P.F)	4
Operating frequency	50/60 Hz (+/- 10%)	4
Power Factor	0.9	3
Output Power (Kw)	36	4
Voltage Regulation	380/400/415Vac 3Phase +N (+/-1%)	5
Operating frequency	50 HZ or 60HZ (ADJUSTABLE)	3
Overload Protection	100-125% 10min, 125-150% 60sec	4
Additional Protection	Short circuit, voltage & current range	4
Battery	Internal	4
Battery Backup time	Minimum 15Minutes (@80% load)	5
Protection	Over charging, battery fuse & temperature compensation	7
Standard	EMC/LVD/EMI-EN62040	4
Cabinet rating	IP20	4
Weights with internal battery	Up to 400Kg	4
Display	Graphical LCD	4
LED Indicators	Minimum (5) LEDs for notice info	2
Audible alarms	Yes	3
Port	2xRS232 ports	2
Operating temperature	0 °C to +40 °C	3
Relative humidity	5-90%, non-condensing	3
Warranty	One year on parts and service onsite	10
TOTAL		100

- **The above are indicative MINIMUM Specifications only; bidders must meet or exceed the requested specifications.**

UPS TECHINAL EVALUATION CRITERIA	Marks
<u>Features</u>	
Operator training for at least 2 operators provide them with competency certificates	10
The proposed system should be brand new with a warranty of 12 months	10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to bid for this tender.	25
The bidder should have an operational registered office in Kenya	25
The UPS Should be in accordance with electric requirements of the printer	20
Reference sites with recommendation and contact details	10
	100

Lot 2**Finishing Equipment**

Creasing machine Technical Specifications		Marks
Feeding	Auto feeder	20
Max. Width of Sheet	600 x 600 mm	10
Min Sheet size	100 x 100 mm	5
Speed	8000 A4 sheets / hr	25
Paper Weight	40- 400 Gsm	10
Overall Dimensions (W x L X H)	120 x 75 x 104 cm	5
Warranty	One year on parts and service	25
TOTAL		100

- **The above are indicative MINIMUM Specifications only; bidder must meet or exceed the requested specifications.**

Creasing machine Technical evaluation Criteria	Marks
Features	
Operator training for at least 2 operators provide them with competency certificates	10
The proposed system should be brand new with a warranty of 12 months	10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to bid for this tender.	25
The bidder should have an operational registered office in Kenya	25
For finishing equipment's, preference for Indian & European brands only.	20
Reference sites with recommendation and contact details	10
TOTAL	100

Lot 3

Finishing Equipment

High Speed Digital Lamination Machine Technical Specifications		Marks
Features :-		
Machine Control will be done with the help of touch screen panel		10
Master rollers pneumatic control with maximum pressure value over 1000 kg NIP and with built-in 6 bar compressor		5
The machine also should be able to stick the metalized foils to the digitally printed toners		7
Machine must be compact in size and should not exceed 85 x 200 cm (W x L) in size		7
The laminating unit must be equipped with an adjustable twin decor unit		5
Adjustable vibrating reception unit for the laminated sheets stocking.		5
The machine should be equipped with Non sticky pressure rollers in which the glue, film and inks wont stick		5
Specification		
Feeder	Deep pile upper automatic feeder with vacuum belt and in-run adjustable overlaps, with built-in vacuum pump for vacuum and sheets blowing	10
Max. Sheets (w x l)	38 x 66 cm	5
Max Speed	18 m / min	5
Warming up Time	Less than 10 Min	6
Power supply	Single phase, 1x 230 V AC,50-60 Hz	4
Separation	Automatic, Bump Rollers	8
Paper Weight	115 - 500 gsm	6
Warranty	<i>One year onsite support and parts</i>	12

- The above are indicative **MINIMUM** Specifications only; bidder must meet or exceed the requested specifications.

High Speed Digital Lamination Machine Technical Evaluation Criteria	Marks
<u>Features</u>	
Operator training for at least 2 operators and provide them with competency certificates	10
The proposed system should be brand new with a warranty of 12 months	10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to bid for this tender.	25
The bidder should have an operational registered office in Kenya	25
For finishing equipment's, preference for Indian & European brands only.	20
Reference sites with recommendation and contact details	10
	100

Lot 4

Finishing Equipment

Booklet Maker machine Technical Specification		Marks
Speed (Stitched per Min)	150 x 2	25
Maximum gap between heads	115 mm	12
Minimum gap between heads	63 mm	10
Max stitching capacity	more than 150 sheets	13
Wire Size	No. 20 S. W. G to No. 26 S.W.G	20
Warranty	ONE YEAR onsite support and parts	20
TOTAL		100

- **The above are indicative MINIMUM Specifications only; bidder must meet or exceed the requested specifications.**

Booklet Maker machine Technical Evaluation Criteria	Marks
Features	
Operator training for at least 2 operators provide them with competency certificates	10
The proposed system should be brand new with a warranty of 12 months	10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to bid for this tender.	25
The bidder should have an operational registered office in Kenya	25
For finishing equipment's, preference for Indian & European brands only.	20
Reference sites with recommendation and contact details	10
TOTAL	100

Lot 5

Finishing Equipment

Folding Machine Technical Specification		Marks
Features:-		
Automatic Rotary Suction Pile Feeder		11
PLC Controlled, Touch Screen Interface		9
Digital Counter with batching facility		9
Equipped with Paper Stopper with micro adjustment for the better folding.		9
Servo Motorized Knives		6
Telescopic Stacker attachable to all folds		6
Specifications:-		
Max Paper Size	353 x 500 mm	7
Min Paper Size	210 x 297 mm	7
No of folding stations	2	6
No of parallel fold	2	6
No of Cross fold	1	6
Max speed	180 knife strokes / Min	6
Warranty	One year onsite support and parts	12
TOTAL		100

- **The above are indicative MINIMUM Specifications only; bidder must meet or exceed the requested specifications.**

Folding Machine Technical Evaluation Criteria		Marks
Features		
Operator training for at least 2 operators provide them with competency certificates		10
The proposed system should be brand new with a warranty of 12 months		10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to bid for this tender.		25
The bidder should have an operational registered office in Kenya		25
For finishing equipment's, preference for Indian & European brands only.		20
Reference sites with recommendation and contact details		10
		100

Lot 6

Finishing Equipment

Paper Guillotine Technical Specification		Marks
Features		
Cutting accuracy of 0.1 mm of paper pile up to 100mm		10
User friendly fully programmable touch screen with min of 100 programs and 100 steps in each program.		10
stainless steel surface of tables		5
Machine should be supplied with 2 HHS knives		5
7 inch Programmable color touch screen panel.		5
shortcut program for business card cutting		5
Must have front and back air tables.		5
Specifications		
Cutting width	730 mm	6
Cutting depth	730 mm	6
Cutting height	100 mm	6
Smallest cut / false clamp	30/60 mm	6
Side tables	Standard	6
Dimensions	should not exceed 1900 x 1800 x 1500 mm	6
Warranty	One year onsite and parts	15

- The above are indicative **MINIMUM Specifications only; bidder must meet or exceed the requested specifications.**

Paper Guillotine Technical Evaluation Criteria		Marks
Features		
Operator training for at least 2 operators provide them with competency certificates		10
The proposed system should be brand new with a warranty of 12 months		10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to bid for this tender.		25
The bidder should have an operational registered office in Kenya		25
For finishing equipment's, preference for Indian & European brands only.		20
Reference sites with recommendation and contact details		10
TOTAL		100

Lot 7

Finishing Equipment

High Speed Single Clamp Perfect binding machine Technical Specification		Marks
Features		
Single knob clamp setting adjustment		7
Automatic Cover Nipping Station adjustment according to the book thickness		9
Clamp opening at the feeder side and delivery side should be able to adjust according to the thickness of the book.		6
The holding time of the clamp at the feeder and delivery side should be adjustable.		6
Cover nipping pressure and the holding time should be adjustable.		6
A separate heater should be inside the 3 rd roller of the gluing system.		6
No cover no book		6
Specifications		
Spine Length	70 - 480 mm	6
Spine thickness	2- 60 mm	6
Cover size (length x width)	650 x 480 mm	6
Mechanical Speed	550 Cycles / Hr	6
Adhesive cutoff	yes	7
Spine Gluing	Three Roller	7
Side Gluing	Separate	6
Warranty	<i>One year onsite support and parts</i>	10

- **The above are indicative MINIMUM Specifications only; bidder must meet or exceed the requested specifications.**

High Speed Single Clamp Perfect binding machine Technical Evaluation Criteria	Marks
<u>Features</u>	
Operator training for at least 2 operators provide them with competency certificates	10
The proposed system should be brand new with a warranty of 12 months	10
Bidder must enclose an Authorization letter issued by the manufacturer on its company letter head addressed to Kenya Yearbook Editorial Board confirming that the bidders is authorized to bid for this tender.	25
The bidder should have a registered office in Kenya and operational for last 10 years	25
For finishing equipment's, preference for Indian & European brands only.	20
Reference sites with recommendation and contact details	10
	100

SECTION VI -PRICE SCHEDULE OF GOODS AND SERVICES

	DESCRIPTION	QTY	UNIT COST	TOTAL COST	ORIGIN
1.	Supply, Installation, Commissioning and Training of Digital Printing Press.	1			
	High Voltage UPS	1			
2.	Creasing Machine	1			
3.	High speed digital Lamination machine	1			
4.	Booklet Maker	1			
5.	Folding machine	1			
6.	Paper Guillotine	1			
7.	High speed single clamp perfect binder	1			

Prices to be inclusive of all taxes, levies, training costs and related costs.

Signature& Stamp of tenderer _____

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

SECTION VII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. 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.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required, this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

FORM OF TENDER

Date _____

Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of
.....
(total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract,in the form prescribed by*(Procuring entity)*.

4. We agree to a bid 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 _____

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)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part I- General :

Business Name

Location of business
 premises.....

Plot No.

Street/Road.....

Postal Address.....Tel.
 No.....

Nature of
 business.....

Current Trade Licence No.....Expiring
 date.....

Maximum value of business which you can handle at any one time :
 K£.....

Name of your bankers.....Branch

<i>Part 2 (a) – Sole Proprietor</i>																															
<input type="checkbox"/>	Your name in full.....Age..... Nationality.....Country of origin.....																														
<input type="checkbox"/>	*Citizenship details.....																														
<i>Part 2 (b) Partnership</i>																															
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	<p><i>Part 2 (c) – Registered Company:</i></p> <p>Private or Public.....</p> <p>State the nominal and issued capital of company-</p> <p style="padding-left: 40px;">Nominal K£.....</p> <p style="padding-left: 40px;">Issued K£.....</p> <p>Given details of all directors as follows:-</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><i>Name</i></th> <th style="text-align: left;"><i>Nationality</i></th> <th style="text-align: left;"><i>Citizenship Details</i></th> <th style="text-align: left;"><i>Shares</i></th> </tr> </thead> <tbody> <tr> <td>1. 1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>.....</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>	1. 1.							2.							3.							4.							5.						
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*if Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

TENDER SECURITY (BANK GUARANTEE)

Bank Letterhead

Whereas [*name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*date of submission of tender*] for the supply, installation and commissioning of [*name and/or description of the equipment*](hereinafter called “the Tender”) KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called “the Bank/Insurance Company”), are bound unto [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank/Insurance Company binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

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

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

[signature of the authorized representative of the bank/insurance company]
Seal

PERFORMANCE SECURITY FORM

To:

[name of the Procuring entity]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 ____ to

supply.....

[Description services](Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of
20 _____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To
[name of Procuring entity]

[name of tender]

Ladies and/or Gentlemen:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

MANUFACTURERS AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS

[Name of the principal]
who are established and reputation dealers in *[Type of business]* having
registered offices at *[Address of principal]* do
hereby authorizing *[Name and address of tenderer]* to
submit a tender, *[reference of the tender]* for the stated *(particulars of tender)*.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the services to be provided against this Invitation for Tenders.

[Signature for and on behalf of the principal]

Note: This letter of authority should be on the letterhead of the principal and should be signed by a competent person.

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on
day of20.....

SIGNED
Board Secretary