



**TENDER FOR DESIGN, PRINTING AND DELIVERY OF  
ASSORTED BRANDED GIVEAWAYS  
*RESERVED TO WOMEN OWNED ENTERPRISES***

**TENDER NO: CA/PROC/OT/08/2019-2020**

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## TABLE OF CONTENTS

	PAGE
INTRODUCTION .....	1
SECTION I INVITATION TO TENDER.....	3
SECTION II INSTRUCTIONS TO TENDERERS.....	4
SECTION III GENERAL CONDITIONS OF CONTRACT...	52
SECTION IV SPECIAL CONDITIONS OF CONTRACT...	58
SECTION V TECHNICAL SPECIFICATIONS.....	59
SECTION VI SCHEDULE OF REQUIREMENTS.....	60
SECTION VII PRICE SCHEDULE FOR GOODS.....	61
SECTION VIII STANDARD FORMS.....	62
8.1 FORM OF TENDER.....	63
8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS.....	64
8.3 CONTRACT FORM.....	66
8.4 TENDER DECLARATION FORM FORM.....	67

## SECTION I INVITATION TO TENDER

**1.0 TENDER REF NO.: (CA/PROC/OT/08/2019-2020)**

**TENDER NAME: DESIGN, PRINTING AND DELIVERY OF ASSORTED BRANDED GIVEAWAYS – *RESTRICTED TO WOMEN OWNED ENTERPRISES***

The *Communications Authority of Kenya (CA)* invites sealed bids from eligible firms for design, printing and delivery of assorted branded giveaways for a period of two (2) years.

Interested candidates may obtain complete tender document from the Procurement Office located **at CA Centre 2<sup>nd</sup> floor wing A** upon payment of Kshs 1,000 or may be downloaded from our website [www.ca.go.ke](http://www.ca.go.ke) or IFMIS supplier portal (<http://supplier.treasury.go.ke>) free of charge.

Tenderers who download the tender document are advised to record their details in our tender register available at the CA Procurement Office or forward their full particulars and contact details to the Head of Procurement, Communications Authority of Kenya, through the email address [tenders@ca.go.ke](mailto:tenders@ca.go.ke) before the closing date for records and for purposes of receiving clarifications and/or addendums, if any.

Prices quoted should be net inclusive of all taxes and must be expressed in Kenya Shillings and shall remain valid during the contract from the date of the contract is signed. **Samples are available for viewing at Procurement office 2<sup>nd</sup> floor of CA Centre during official working days (Monday to Friday). Bidders must bring along their proposed samples on or before the closing date.**

Completed tender documents in plain, sealed envelope clearly marked **CA/PROC/OT/08/2019-2020 – “TENDER FOR DESIGN PRINTING AND DELIVERY OF ASSORTED BRANDED GIVEAWAYS ”** should be deposited in our tender box located on the ground floor of the CA Centre or mailed to the address below, so as to reach on or before **9<sup>th</sup> October, 2019 at 10:30 A.M.**

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## SECTION II - INSTRUCTIONS TO TENDERERS

### Table of Clauses

	Page
1.1 Eligible tenderers.....	5
1.2 Eligible goods.....	5
1.3 Cost of tendering.....	5
1.4 Contents of Tender document.....	5
1.5 Clarification of documents.....	6
1.6 Amendment of documents.....	6
1.7 Language of tender.....	6
1.8 Documents comprising the tender.....	7
1.9 Tender forms.....	7
1.10 Tender prices.....	7
1.11 Tender currencies.....	7
1.12 Tenderers eligibility and qualifications.....	7
1.13 Goods' eligibility and conformity to tender documents.....	8
1.14 Tender security.....	9
1.15 Validity of tenders.....	9
1.16 Format and signing of tenders.....	10
1.17 Sealing and marking of tenders.....	10
1.18 Deadline for submission of tender .....	10
1.19 Modification and withdrawal of tenders.....	10
1.20 Opening of tenders.....	11
1.21 Clarification of tenders.....	11
1.22 Preliminary examination.....	12
1.23 Conversion to single currency.....	12
1.24 Evaluation criteria.....	12
1.25 Contacting the Authority.....	48
1.26 Award of contract.....	48
(a) Post qualification.....	48
(b) Award criteria.....	49
(c) Authority's right to vary quantities....	49
(d) Authority's right to accept or reject any or all tenders .....	49
1.27 Notification of award.....	49
1.28 Signing of contract.....	49
1.29 Performance security.....	50
1.30 Corrupt or fraudulent practices.....	50

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is restricted to Women-Owned enterprises as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods/equipment by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Authority's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods/equipment's to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Authority, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be considered.

### **2.4 The Tender Document**

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
  - (i) Invitation to Tender
  - (ii) Instructions to tenderers
  - (iii) General Conditions of Contract
  - (iv) Special Conditions of Contract
  - (v) Schedule of requirements
  - (vi) Technical Specifications
  - (vii) Tender Form and Price Schedules
  - (viii) Tender Security Form

- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Documents**

2.5.2 A prospective tenderer requiring any clarification of the tender document may notify the Authority in writing or by post at the Authority's address indicated in the Invitation to Tender. The Authority will respond in writing to any request for clarification of the Tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Authority. Written copies of the Authority's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.3 The Authority shall reply to any clarifications sought by the tenderer within 7 days of receiving the request (subject to 2.5.2 above) to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Authority for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Authority, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 150 days from the date of opening of the tender.

## **2.1 Tender Currencies**

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

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12. 1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if it's tender is accepted.

- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Authority's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Authority's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Authority; and
  - (c) a clause-by-clause commentary on the Authority's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative



standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

#### **2.14 Tender Security- *Not Required***

- 2.14.1 The tender security is required to protect the Authority against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.2 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad or insurance bond from the firms approved by Public Procurement Oversight Authority (PPOA). The Tender security must be valid for 150 days from the tender opening date.
- 2.14.3 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Authority as non- responsive, pursuant to paragraph 2.22
- 2.14.4 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Authority.
- 2.14.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.6 The tender security may be forfeited:
  - (a) if a tenderer withdraws its tender during the period of tender validity specified by the Authority 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 2.27
    - Or (ii) to furnish performance security in accordance with paragraph 2.28

#### **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 150 days after the date of tender opening prescribed by the Authority, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Authority as non- responsive.
- 2.15.2 In exceptional circumstances, the Authority may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The bidder shall prepare one copy of the tender,

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

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

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original copy of the tender in an envelope.

2.17.2 The envelopes shall:

- (a) Be addressed to the Authority at the address given in the Invitation to Tender:
- (b) Bear, tender number and name in the Invitation for Tenders and the words, **“DO NOT OPEN BEFORE,” 9<sup>th</sup> October 2019 at 10:30 A.M.**

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Authority will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

2.18.1 Tenders must be received by the Authority at the address specified under paragraph 2.17.2 no later **9<sup>th</sup> October 2019 at 10:30 A.M.**

2.18.2 The Authority may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Authority and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Authority prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A

withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 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 2.14.7

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

2.19.6 The Authority shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 The Authority will open all tenders in the presence of tenderer's representatives who choose to attend, at **10:30 AM on 9<sup>th</sup> October 2019** and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Authority, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Authority will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

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

2.21.2 Any effort by the tenderer to influence the Authority in the Authority's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

- 2.22.1 The Authority will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 There will be **NO** correction of Arithmetical errors. Tender with arithmetic errors will be considered nonresponsive and disqualified from the procurement process.
- 2.22.3 The Authority may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Authority 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 Authority's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the tenderer by correction of the non- conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 There will be no conversion of currency. Prices must be expressed Kenya Shillings only.

## **2.24 Evaluation Criteria**

The tenders submitted will be evaluated in three (3) stages; General Mandatory, Technical and Financial. The evaluation process will be in stages as follows:-

- a. General Mandatory –Pass/Fail
- b. Technical Mandatory – Complied/Not complied
- c. Technical Capacity - Complied/Not complied
- d. Financial – Lowest evaluated cost bidder per item

### 2.24.1 General Evaluation criteria

The bids shall undergo a general pre-qualification process in order to determine bid compliance to the following mandatory requirements. Tenderers are required to comply to the following requirements, failure to which the firm shall not proceed with the next stage of evaluation: -

NO.	REQUIREMENTS
MR1	Tenderers must provide samples that meet specifications of this tender and specify all the category (s) that they wish to participate in. Bidders are encouraged to bid for a minimum of one (1) or more categories listed.
MR2	Attach a copy of Certificate of Registration/Incorporation
MR3	Attach a copy of valid tax compliance certificate
MR4	Attach a copy of valid AGPO Women certificate
MR5	The bidder must submit a CR12 Form obtained from Attorney General's office showing the shareholders of the firm
MR6	The bidder must submit a duly filled and signed confidential business questionnaire provided in this tender document
MR7	Dully filled and signed tender declaration form
MR8	Dully filled and signed Anti-corruption form

#### Note

The promotional items are categorized into six (6) categories. The tender for design, printing and delivery of assorted branded giveaways will be awarded per category. Bidders must bid for all the items in the category they choose to participate in and **MUST** provide **ALL** the samples that fall under that Category for them to be eligible for evaluation. The samples to be submitted by bidders per category when submitting bids are listed in **clause 2.24.2**

Failure to submit any of the above-mentioned documentation, will lead to disqualification of the firm at the mandatory stage. The bidders that will meet all the mandatory requirements above will qualify to proceed to technical compliance evaluation stage.

### 2.24.2 Technical compliance to Specifications

Samples shall be evaluated using the criteria listed below

No.	Item	Compliance to specifications	Complied/Not complied
<b>Category 1 Samples: Branded Corporate Apparels</b>			
1.	Branded Executive Corporate Shirts for Men	The design, production and delivery of white, 100%, 220 gsm cotton high quality corporate shirt with <ul style="list-style-type: none"><li>One (1) breast pocket placed on right side and embroidered with CA logo in full colour</li></ul>	

No.	Item	Compliance to specifications	Complied/Not complied
		<ul style="list-style-type: none"> <li>• Long sleeved</li> <li>• Adjustable cuffs, sleeve placket with button</li> <li>• Fused collar</li> <li>• Blue inner lining for collar and sleeves</li> <li>• Double stitched seams</li> <li>• Chunky white shirt buttons with four (4) holes</li> <li>• Contoured hemline with longer shirt tail</li> <li>• Classic fit shirt</li> </ul> As per Sample	
2.	Branded Executive Corporate Shirts for Ladies	The design, production and delivery of white, 100%, 220 gsm cotton high quality corporate shirt <ul style="list-style-type: none"> <li>• 3/4 sleeved button down</li> <li>• Double button cuffs</li> <li>• Fashion collar</li> <li>• Blue inner lining for collar and sleeves</li> <li>• Concealed front fastening</li> <li>• Double stitched seams</li> <li>• Chunky white shirt buttons with four (4) holes</li> <li>• Contoured hemline</li> <li>• Classic fit shirt; shaped body with detailing in the front and back</li> <li>• Embroidered with CA logo in full colour</li> </ul> As per Sample	
3.	Branded Maasai Shukas	The design, production and delivery of 6*3metres Maasai shuka (exterior), with matching fleece interior embroidered with CA logo in full colour, Double Finish As per sample	
4.	Branded Corporate Folder	The supply, production, delivery and packaging of branded black executive folder, with CA logo engraved , produced with inner compartments, CA branded executive silver ball point pen, blank 20 page notepad. As per sample	
5.	Fleece jacket	The design, production, supply and delivery of black 450gsm long sleeved fleece jacket embroidered with CA	

No.	Item	Compliance to specifications	Complied/Not complied
		Logo with one chest zipper with two front zippered angle pockets and elastic cuffs and hem. As per sample	
<b>Category 2: Branded Conference Merchandise</b>			
1.	Standard Branded Mug	The supply, production, delivery and packaging of 0.35 litres white glazed mug ceramic mug AB Grade, with sublimation branding full colour with CA Logo As per sample	
2.	Branded Umbrellas	The design, production, supply and delivery of round 64" windproof umbrella with <ul style="list-style-type: none"> <li>• Eight (8) panels</li> <li>• Stormproof ribs for increased flexibility and stability in windy conditions</li> <li>• Colour: white and CA blue</li> <li>• Branding of CA logo to be printed in full color on alternating panels and ensure maximum print durability</li> <li>• Safety button opening mechanism</li> <li>• Tie wraps (velcro)</li> <li>• Sheath</li> <li>• Rubber ergonomic grip</li> </ul> As per Sample	
3.	Corporate Notebook	The design, production, supply and delivery of branded A5 CA branded 200 ruled page notebook with hard cover branded with CAL logo in full colour, Wore o-wire bound. As per sample	
4.	Flash disk	The design, production, supply, delivery and packaging of blue silicon Wristband USB flash disks; 22cm*1.8cm*0.8cm Embossed with CA Logo in full colour	
5.	Branded Ipad Cover	The design, production, supply, delivery and packaging of branded tablet/ Ipad holder <ul style="list-style-type: none"> <li>• Front cover that magnetically attaches the side that covers the front</li> <li>• Back cover</li> </ul>	

No.	Item	Compliance to specifications	Complied/Not complied
		<ul style="list-style-type: none"> <li>• Sturdy frame</li> <li>• Strong microfiber lining</li> <li>• Designed to allocate charging, camera use, power button and volume buttons</li> <li>• Branding with CA logo and additional branding as directed</li> <li>• Assorted colours</li> <li>• Magnetic clasp</li> <li>• Has three folds that divide the case into 4 portions(creating a stand to act as a tablet)</li> </ul>	
<b>Category 3: Fun Day &amp; sporting giveaways</b>			
1.	Branded Golf ball	The design, production, supply, delivery and packaging of a branded golf ball the diameter not less than (42.67 mm) and weight not exceeding <b>45.93 g</b> . Branded in CA colours in full color. As per sample	
2.	Branded Football	The design, production, supply, delivery and packaging of one branded football with <ul style="list-style-type: none"> <li>• 26 Panels</li> <li>• butyl Interior</li> <li>• Water resistant</li> <li>• Hand stitch: Puches stitch holes</li> <li>• Stitching</li> <li>• Shape: Round</li> <li>• Size 5 (Age: For 12-15yr olds)</li> <li>• Circumference 27-28 inches</li> <li>• Weight 410-450 grams</li> <li>• Branded with CA/COP logo and any additional branding as directed</li> </ul>	
3.	Branded Water bottle	The design, production, supply, delivery and packaging branded BPRA free, spill free, 500 ml, double walled water bottle. Branded with CA logo. As per sample	



No.	Item	Compliance to specifications	Complied/Not complied
4.	Branded Gym bag	Gym bags on canvas material light duty screen-printed.  Top zippered compartment, front zippered pocket, two side pockets, one adjustable shoulder strap, two carrying handles linked. Size 45 x 30 x 30cm	
5.	Branded Pencil Pouch	The design, production, supply, delivery and packaging of branded rectangular pencil pouch: 19.5cm(L) x 8cm(W), Transparent PVC , Material, Branded with CA: CA logo with one zipper As per Sample	
<b>Category 4: Samples Branded Executive Giveaways</b>			
1.	Branded Executive Pen	The design, production, supply, delivery and packaging of black stainless steel metallic finish and black ink executive pen, nib number 1.0 packaged in a black leather case	
2.	Branded Executive Leather Folder	The supply, production, delivery and packaging of branded black executive leather folder, with CA logo engraved on metallic strip, produced with inner compartments and pen loop, CA branded, blank 20 page notepad and one branded silver pen. As per sample	
3.	Branded Desk Clock and Stand	The design, production, supply, delivery and packaging as per sample	
4.	Branded Crystal Award	The design, production, supply, delivery and packaging of a diamond shaped crystal award atop a black crystal base. 6 1/5"W x 9"H x 1 1/3"D laser engraved with CA logo	
5.	Name Tags	The design and production and packaging of engraved name 3.5" x 2.5" name tags, brushed stainless steel, wood tone or brushed metal tones. One-color engraving with magnetic lapel backing piece or pin with safety lock. Engraved with CA logo .	
<b>Category 5 Samples: Artifacts</b>			

No.	Item	Compliance to specifications	Complied/Not complied
1.	Soap Stone carving	The design and production and packaging of soap stone carving of the CA logo. The carving should be polished and waxed and appropriately mounted.	
2.	Wooden Animal Carving	The design and production and packaging of soap stone carving of any of the big Four animals and engraved with CA logo. The carving should be polished and waxed and appropriately mounted.	
3.	Wooden masks	The design, production, packaging and delivery of masks made of wood,; Smooth polished and appropriately painted engraved with the CA logo	
4.	Maasai Sandals	The design, production, packaging and delivery of maasai sandals made out of rubber sole and beads, leather, assorted beadwork and fabric as appropriate . Laser engraved CA logo	
5.	Wall painting (oil based)	The design, production, supply, delivery and packaging of rectangular, 2*3 ft oil based wall painting, on canvas.	
<b>Category 6 Samples: Branding Materials</b>			
1.	Feather Banner	As per sample	
2.	Pull up banner	As per sample	
3.	Tear drop banner	As per sample	
4.	Dummy Cheque	As per sample	
5.	Horizontal banner	As per sample	

Bidders must note that Samples submitted for each item will be evaluated based on whether they meet the specifications or not.

Failure to meet any of the above technical compliance requirements shall lead to disqualification at this stage.

### 2.24.3 Technical Capacity Evaluation

	Criteria	Complied/not complied
1.	<b>Experience of bidding firm</b>	
	a) Presentation of letters of recommendation from three (3) previous clients carried out in past three (3) years for the design and production of giveaways , branded and promotional items	
	b) Presentation of LPOs from three (3) previous clients carried out in past three (3) years for the design and production of give-aways , branded and promotional items	
2.	<b>Ability to Deliver:</b> Evidence of capacity for delivery of quality goods.	
	a) Bidders declaration of maximum daily production capacity per item in category	
	b) Bidder MUST submit evidence of equipment owned for the branding and production of giveaway and promotional items items or alternatively, provide a contract/agreement with a third party who owns the equipment. Attach list of Equipment and images of the same.	
3.	<b>Human Resource Capacity</b>	
	<p>Team leader (Attach CV) : Should be a competent and qualified individual with at least 5 years' experience in the design, production of promotional items and giveaways and posses general management, design, production, industry including creative work and a minimum academic/technical qualification of university degree in any discipline</p> <p>The team leader should have personally overseen at least three similar assignments of equal or larger magnitude prior to this submission. Submission should include (Name of the client, location and description of assignment and value of the contract and contact details of client.</p> <p>CVs, testimonials, certificates and other relevant documentation should be submitted</p>	
	<b>Other Staff Professional Qualifications: Attach CV's detailing the staff qualifications and functions they perform</b>	
	Design and Creative personnel: Must posses at least 3 years professional experience stating the assignments they have personally been involved: Submission should indicate: Name of the client, location and description of assignment and value of the contract. Must posses a minimum of diploma in creative design, production or any other relevant discipline.	

	Criteria	Complied/not complied
<b>4.</b>	<b>Financial Capability</b>	
	Proof of Financial Capacity to execute the contract if awarded the tender. Either Submit line of credit from a reputable financial institution of amount not less than Kshs. 1,000,000.00 OR Audited accounts with turnover of more than KES. 2 Million for past three years (2016, 2017 and 2018)	
<b>5.</b>	<b>Delivery timelines</b>	
	Bidder should declare the delivery period which shall not be more than four weeks (4) after the approval of sample	





Failure to meet any of the above technical capacity requirements shall lead to disqualification at this stage


#### 2.24.5 FINANCIAL EVALUATION STAGE



All bidders shall provide the unit rates associated for the design, production, packaging and delivery of each giveaways listed here below. **Bidders with the lowest cost per Category shall be considered for award of the tender.** The Authority shall make orders from time to time and is not obliged to make orders for any items listed here below as the order shall be made based on the Authority's needs and requirements.





The images provide here are for illustration purposes only and in no way do they depict the desired final items. The supplier MUST quote for the design, production, packaging and delivery as per specifications provided below and will be expected to supply the same and or similar item based on specifications provided at the time of the order.

NO	ITEM	CATEGORY 1: BRANDED CORPORATE APPARELS	REQUIREMENTS	UNIT PRICE (KES. Inc. VAT)
1.	Masaai Blanket with lining	<ul style="list-style-type: none"> <li>• <b>Material</b>-Fleece interior and the maasai shuka</li> <li>• CA branded with any additional branding as described</li> <li>• <b>Size</b>- 6*3metres</li> <li>• Fleece lining</li> <li>• Double Finish</li> <li>• Checked design with varying stripes</li> </ul>	As per sample. Sample required	




NO	ITEM	CATEGORY 1: BRANDED CORPORATE APPARELS	REQUIREMENTS	UNIT PRICE (KES. Inc. VAT)
2.	Lanyards	<ul style="list-style-type: none"> <li>Detachable clip</li> <li><b>Fabric:</b> Polyester</li> <li>Metallic lobster hook</li> <li>Recess for dome sticker for branding</li> <li>CA logo and any additional branding as directed in full colour</li> </ul>	 Sample required not	
3.	Bandanas	<ul style="list-style-type: none"> <li>Branded CA logo and any additional branding as directed</li> <li>22*22inches (56cm*56cm)</li> <li>100%cotton</li> <li>Colour(as directed)</li> </ul>	 Sample required not	
4.	Kids rag sacks/bags	<ul style="list-style-type: none"> <li>Assorted Colours</li> <li>Material: Polyester</li> <li>Has a draw string,</li> <li>Branded CA logo and any additional branding as directed(digital print)</li> <li>Has one main large compartment</li> </ul>	 Sample required not	
5.	Scarfs	<ul style="list-style-type: none"> <li>Wool scarf</li> <li>CA blue</li> <li>Length:6 feet</li> <li>Branded in CA logo and additional branding as directed</li> <li>Branded in full colour</li> </ul>	 Sample required not	



NO	ITEM	CATEGORY 1: BRANDED CORPORATE APPARELS	REQUIREMENTS	UNIT PRICE (KES. Inc. VAT)
6.	Hoodies	<ul style="list-style-type: none"> <li>Fleece material</li> <li>Sizes: S,M,L,XL,2XL,3XL,4XL,5XL</li> <li>Colours: Black, CA blue</li> <li>Branded CA logo and any additional branding as directed</li> </ul>	 <p>Sample not required</p>	
7.	Fleece Jacket	<ul style="list-style-type: none"> <li>Fleece material 450gsm embroidered</li> <li>Preferred colour: Black</li> <li>One chest zipper with two side pockets.</li> <li>CA logo embroidered with any additional branding as directed</li> <li>Elastic cuffs.</li> </ul>	As per sample. Sample required	
8.	Executive Corporate shirts	<ul style="list-style-type: none"> <li>100%Cotton High Quality business Shirts for Men Long /short Sleeve.</li> <li>Print location: Left chest area</li> <li>Maximum printing size: 80*50</li> <li>Print technique: embroidery</li> <li>CA logo and any additional branding as directed</li> <li>Sizes: S,M,L,XL,2XL,3XL,4XL,5XL</li> <li>Drift fit material embroidery branding in full colour</li> <li>Colour: White</li> </ul>	As per sample. Sample required	
	9. Execu	<ul style="list-style-type: none"> <li>100%Cotton High Quality business blouses for ladies Long/ short Sleeves</li> <li>Print location: Left chest area or sleeve</li> <li>Maximum printing size: 80*50</li> <li>Print technique: embroidery</li> </ul>	As per sample Sample required	


NO	ITEM	CATEGORY 1: BRANDED CORPORATE APPARELS	REQUIREMENTS	UNIT PRICE (KES. Inc. VAT)
	tive Corporate Blouses	<ul style="list-style-type: none"> <li>CA logo and any additional branding as directed</li> <li>Sizes: S,M,L,XL,2XL,3XL,4XL,5XL</li> <li>Drift fit material embroidery branding in full colour</li> </ul>		
10.	Ties	<ul style="list-style-type: none"> <li>100% plain or patterned quality Silk ties with high yarn count to give fuller feel, very smooth and drapes well .From good brand company</li> <li>Printed /woven Polyester tie made from polyester fibre blended with cotton or wool.</li> <li>Wrinkle resistant.</li> <li>CA logo branded (embroidered)</li> <li>Colour: CA blue, Black and white</li> </ul>	 <p>Sample required not</p>	
11.	Polo-Shirts: Men	<ul style="list-style-type: none"> <li>Fabric: Premium cotton rich two tone mercerized fabric with Picasso configuration collar/cuff</li> <li>Unique bold loop stitching on shoulder and both hems and at end of placket</li> <li>Thick side embossed button</li> <li>Preferred colours: as directed</li> <li>Print location: Left chest area</li> <li>Maximum printing size: 80*50</li> <li>CA logo and any additional branding as directed</li> <li>Sizes: S,M,L,XL,2XL,3XL,4XL,5XL</li> <li>Drift fit material embroidery branding with logo full colour</li> <li>CA logo and any additional branding as directed</li> </ul>	 <p>Sample required not</p>	




NO	ITEM	CATEGORY 1: BRANDED CORPORATE APPARELS	REQUIREMENTS	UNIT PRICE (KES. Inc. VAT)
12.	Ladies	<ul style="list-style-type: none"> <li>Fabric: Premium cotton rich two tone mercerized fabric with Picasso configuration collar/cuff</li> <li>Unique bold loop stitching on shoulder and both hems and at end of placket</li> <li>Thick side embossed button</li> <li>Sizes: S,M,L,XL,2XL,3XL,4XL,5XL</li> </ul> Drift fit material embroidery branding with logo full colour Colours: As directed	 Sample required not	
13.	T-Shirts	<ul style="list-style-type: none"> <li>Material: Heavy jersey cotton material screen print branding</li> <li>Size: S,M,L,XL,2XL,3XL,4XL,5XL</li> <li>CA branding with additional branding as directed</li> <li>Preferred colours: as directed</li> <li>Print location: Left chest area</li> </ul>	 Sample required not	
14.	Reflector jackets(High visibility clothing)	<ul style="list-style-type: none"> <li>Colour: Luminous green</li> <li>CA and any additional branding as directed</li> <li>Material: Polyester</li> <li>White reflective strip</li> <li>Velcro available</li> <li>Free size</li> </ul>	 Sample required not	
15.	Bucket hat	<ul style="list-style-type: none"> <li>Rounded double stitching</li> <li>Heavy duty cotton</li> <li>Metal eyelets branded CA logo (embroidered) in full colour and any additional branding as directed</li> <li>Colours: Dark blue with white CA logo and any other additional branding</li> </ul>		







NO	ITEM	CATEGORY 1: BRANDED CORPORATE APPARELS	REQUIREMENTS	UNIT PRICE (KES. Inc. VAT)
			 <p>Sample required not</p>	
16.	Caps	<ul style="list-style-type: none"> <li>Material: Canvas</li> <li>CA logo and any additional branding as directed (embroidery)</li> <li>One size fits all with excellent shape retention</li> <li>Contrast colour sandwich: white</li> <li>Preferred colour: as directed</li> </ul>	Sample required not	
17.	Sun visors	<ul style="list-style-type: none"> <li>Polyester material</li> <li>Soft interior padding for comfort.</li> <li>57-60cm free size</li> <li>Preferred colour: as directed</li> <li>Contrast colour sandwich: white</li> <li>CA logo and any additional branding as directed (embroidery)</li> </ul>	 <p>Sample required not</p>	
18.	Towels	Cotton towels. As per sample	Sample required not	
19.	Give away bags - a3/a4 size	<ul style="list-style-type: none"> <li>CA logo and any additional branding as directed</li> <li>Colour: Black</li> <li>Material: hard paper</li> <li>CA/COP logo and any additional branding as directed (printed)</li> <li>Colour as directed</li> <li>Glossy finish</li> </ul>	 <p>As per sample. Sample required</p>	




NO	ITEM	CATEGORY 1: BRANDED CORPORATE APPARELS	REQUIREMENTS	UNIT PRICE (KES. Inc. VAT)
		<ul style="list-style-type: none"> <li>Soft rope handles</li> <li>10 x 5 x 13 inches</li> <li>Carrier bags on cover board 300gsm + gloss/matt finish</li> <li>100% cotton material embroidery branding</li> </ul>		
20.	Non Woven bags	<ul style="list-style-type: none"> <li>Material: nonwoven biodegradable</li> <li>Size: 40.6W*16.5*35.6 inches</li> <li>Fabric thickness: 110grams per metre square</li> <li>CA logo and any additional branding as directed</li> <li>Straps: 2</li> <li>Bound edges</li> <li>Colours: Assorted colours</li> </ul>	 <p>Sample required not</p>	
21.	Jute (sac material)	<p>Eco friendly jute material screen print branding</p> <p>Branded with CA logo and any other branding as directed.</p>	 <p>Sample required not</p>	




No.	ITEM	CATEGORY 2: BRANDED CORPORATE MERCHANDISE	REQUIREMENT	UNIT COST (KES. INC. VAT)
22.	Conference Bag	<ul style="list-style-type: none"> <li>Material: Polycanvas</li> <li>CA branded with any other additional branding as directed.</li> <li>A large zipped main compartment</li> <li>A front large pocket with hidden zipper.</li> <li>Reinforced double carrying handle with pad.</li> <li>Adjustable shoulder strap.</li> </ul>	 <p>Sample required not</p>	




No.	ITEM	CATEGORY 2: BRANDED CORPORATE MERCHANDISE	REQUIREMENT	UNIT COST (KES. INC. VAT)
23.	Cufflinks	<ul style="list-style-type: none"> <li>• Make: Metallic</li> <li>• Has a lock</li> <li>• Shape: circular</li> <li>• Branded in CA logo(embossed)</li> <li>• Gold plated</li> <li>• Packaged in a black small gift box</li> </ul>	 Sample required not	
24.	Standard Clock	As per sample	 Sample required not	
25.	Standard Ball point pen	<ul style="list-style-type: none"> <li>• Number 1.0</li> <li>• Executive Pen</li> <li>• Colour: white</li> <li>• Branded in CA logo and any additional branding as prescribed (embossed)</li> <li>• Stainless steel metallic finish Black or blue ink</li> </ul>	 Sample required not	
26.	Kikoi Notebook	<ul style="list-style-type: none"> <li>• Hard Kikoi fabric cover</li> <li>• Pen insert holder</li> <li>• Pages branded with CA logo and any additional branding as directed(debossing)</li> <li>• Perfect binding</li> <li>• Ruled</li> <li>• Size: A5</li> <li>• Ribbon bookmark</li> </ul>	Sample required not	

<b>No.</b>	<b>ITEM</b>	<b>CATEGORY 2: BRANDED CORPORATE MERCHANDISE</b>	<b>REQUIREMENT</b>	<b>UNIT COST (KES. INC. VAT)</b>
<b>27.</b>	Blue corporate notebooks	<ul style="list-style-type: none"> <li>• Pages branded with CA logo and any additional branding as directed</li> <li>• Pages watermarked with CA logo</li> <li>• Colour-CA Blue</li> <li>• Branding full colour</li> <li>• Wireowire bound</li> <li>• Ruled</li> <li>• Hard cover</li> <li>• 200pages</li> <li>• Size- A5</li> </ul>	As per sample. Sample required	
<b>28.</b>	Executive Notebooks with roller pen	<ul style="list-style-type: none"> <li>• Hard cover</li> <li>• Size: A5</li> <li>• Pen insert holder</li> <li>• 200page-100g per sq metre ruled</li> <li>• Has inner pockets at the back of the front cover</li> <li>• Perfect binding</li> <li>• Colour: black</li> <li>• Calendar 4years</li> <li>• Watermark branded pages with CA logo</li> <li>• Metal branding plate</li> <li>• Branded CA logo and any additional branding as directed(debossed)</li> <li>• Packaged in CA blue branded gift box</li> </ul>	Sample not required	



No.	ITEM	CATEGORY 2: BRANDED CORPORATE MERCHANDISE	REQUIREMENT	UNIT COST (KES. INC. VAT)
29.	Mouse pads	<ul style="list-style-type: none"> <li>Material: PVC + EVA, rubber foam, natural rubber, PVC foam.</li> <li>Standard size: 180 x 220mm</li> <li>* Thickness: 1mm ~ 6mm</li> <li>CA branded in full colour with additional branding as directed</li> <li>Colour: Black or Blue</li> </ul>	 <p>No sample required</p>	
30.	Executive Flash disks <ul style="list-style-type: none"> <li>Wrist band</li> <li>Card like</li> <li>With key ring</li> </ul>	<ul style="list-style-type: none"> <li>Material: Silicon Wristband USB</li> <li>4gb</li> <li>CA logo and any additional branding as directed(embossed)</li> <li>Colour: Black and Blue</li> <li>Size: 22cm*1.8cm*0.8cm</li> </ul> <p>Preferred print location: Centre</p> <p><b>5 IN 1</b></p> <ul style="list-style-type: none"> <li>UV light</li> <li>LED Light</li> <li>Laser pointer</li> <li>Ballpoint pen</li> </ul> <p>USB Flash Drive</p>	 <p>As per sample. Sample required</p> 	
31.	Miniature CA desktop flag	<p>As per sample</p> <ul style="list-style-type: none"> <li>1 Mini Flag with Base</li> <li>Approximately 4.5" x 6.5"</li> <li>High Quality Satin Finish</li> </ul>	 <p>Sample required not</p>	

No.	ITEM	CATEGORY 2: BRANDED CORPORATE MERCHANDISE	REQUIREMENT	UNIT COST (KES. INC. VAT)
32.	Laptop Bags	<ul style="list-style-type: none"> <li>Material-Polycanvas</li> <li>Zipper pullers-3</li> <li>Adjustable shoulder straps with padded backing for extra comfort</li> <li>Metal branding plaque with CA logo and any additional branding as prescribed(engraved)</li> <li>Dual side Zipped meshed pockets</li> <li>Size:32*16*44</li> <li>Colour: Black and Denim</li> </ul>	 <p>No sample required</p>	
33.	Magical Mugs	<ul style="list-style-type: none"> <li>Material-AB Grade ceramic with heat sensitive paint with oxidized ink</li> <li>Outer wall mug color change from black to white; Inner wall-white</li> <li>Glossy finish</li> </ul>	 <p>As per sample. Sample required</p>	
34.	Standard branded mugs	<ul style="list-style-type: none"> <li>Glazed stoneware coloured mug/Ceramic mugs sublimation branding full colour</li> <li>Material-AB Grade</li> <li>Capacity-0.35 litres</li> <li>Preferred colors: white</li> <li>CA logo and any additional branding as directed</li> <li>Logo in full colour</li> </ul>	 <p>As per sample. Sample required</p>	





No.	ITEM	CATEGORY 2: BRANDED CORPORATE MERCHANDISE	REQUIREMENT	UNIT COST (KES. INC. VAT)
35.	Thermal mugs	<ul style="list-style-type: none"> <li>CA logo and any additional branding as directed</li> <li>Double wall stainless steel insulating mug with rubber bottom / with plastic handle pad printed with logo full colour</li> </ul>	<p>Sample required not</p> 	
36.	Key holder	<ul style="list-style-type: none"> <li>A screw / nut clasp to secure into place the pin firmly</li> <li>CA logo and any additional branding as directed</li> <li>Acrylic Square Blank Insert logo Key Chain</li> </ul>	<p>Sample required not</p> 	
37.	Umbrellas	<ul style="list-style-type: none"> <li>Polyester -8 Panel umbrella 4 panel screen print branded</li> <li>CA logo and any additional branding as directed</li> <li>Colour: Black</li> </ul> <p>Size: radius 30"</p>	 <p>As per sample. Sample required</p>	





No.	ITEM	CATEGORY 2: BRANDED CORPORATE MERCHANDISE	REQUIREMENT	UNIT COST (KES. INC. VAT)
38.	Mini umbrella	<ul style="list-style-type: none"> <li>8 units</li> <li>Canopy 38 inches</li> <li>Material: Fibre glass, shaft material: aluminium steel alloy</li> <li>Height-500cm</li> <li>CA branded and additional branding as directed</li> </ul>	 <p>No Sample required</p>	
39.	Ear phones	<ul style="list-style-type: none"> <li>Bluetooth</li> <li>Branded CA logo and any additional branding as directed</li> </ul>	 <p>Sample not required</p>	
40.	Power banks	<ul style="list-style-type: none"> <li>Charge USB enabled devices</li> <li>Slender design</li> <li>Highly portable</li> <li>10000 mAH</li> <li>20oz / 600ml capacity</li> <li>pad printed with logo full colour</li> <li>CA branded and any additional branding as directed(digitally printed)</li> </ul>	 <p>Sample not required</p>	











<b>No.</b>	<b>ITEM</b>	<b>CATEGORY 2: BRANDED CORPORATE MERCHANDISE</b>	<b>REQUIREMENTS</b>	<b>UNIT COST (KES. INC. VAT)</b>
<b>41.</b>	Name board holder	Acrylic Transparent name board holder (20 x 6 cm) branded with CA logo and any other logo as directed.	 Sample required not	
<b>42.</b>	Name board	<ul style="list-style-type: none"> <li>Material: Plastic</li> <li>Perfect finish</li> <li>Scratch resistant</li> <li>CA branded with additional branding as directed</li> <li>Thickness 2-5mm</li> <li>Length 5-6 inches or as directed</li> <li>Shape: Rectangle</li> </ul>	 Sample required not	






<b>NO</b>	<b>ITEM</b>	<b>CATEGORY 3: FUN DAY AND SPORTING GIVEAWAYS</b>	<b>REQUIREMENTS</b>	<b>UNIT COST (KES. INCL. VAT)</b>
43.	Water bottle	<ul style="list-style-type: none"> <li>Material: Plastic</li> <li>CA branded with rubber holding lockable</li> <li>Has a strap</li> <li>Size-500ml and 300ml</li> <li>spill free bottle,</li> <li>Colour: Clear</li> <li>Double walled</li> <li>Tupperware</li> </ul>	 Sample needed	




NO	ITEM	CATEGORY 3: FUN DAY AND SPORTING GIVEAWAYS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
44.	Lunch boxes	<ul style="list-style-type: none"> <li>• Shape :Rectangular</li> <li>• Tupperware</li> <li>• Airtight</li> <li>• BPA free</li> <li>• double layer lunchbox</li> <li>• Has a silicon joint</li> <li>• Size-400ml</li> <li>• Branded in CA logo and any additional branding as directed</li> </ul>	  Sample not required	
45.	Wrist bands	<ul style="list-style-type: none"> <li>• Material: silicon</li> <li>• Branded CA logo and any additional branding as directed(embossed)</li> <li>• Assorted colours</li> <li>• Different sizes</li> </ul>		
4.	Slap on Wrist band(slap wraps)	<ul style="list-style-type: none"> <li>• Material: Silicon</li> <li>• Can be debossed, embossed, colour fill or silk screen print for the logo</li> <li>• Assorted colours</li> <li>• Branded as per sample</li> </ul>	  Sample not required	
47.	Fidget Spinners  3-pronged toy with a bearing at the centre circular pad	<ul style="list-style-type: none"> <li>• <b>Material for the 3prongs:</b> Metal or plastic</li> <li>• Material for circular pad: Aluminium steel</li> <li>• <b>Colour:</b> Assorted</li> <li>• Branded in CA logo and any additional branding as prescribed(embossed)</li> </ul>	  Sample not required	

NO	ITEM	CATEGORY 3: FUN DAY AND SPORTING GIVEAWAYS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
48.	Football s	<ul style="list-style-type: none"> <li>Materials Panels:26</li> <li>Interior: butyl</li> <li>Water resistant</li> <li>Hand stitch: Puches stitch holes</li> <li>Stitching</li> <li>Shape: Round</li> <li>Size 5(Age: For 12-15yr olds)</li> <li>Circumference 27-28 inches</li> <li>Weight 410-450 grams</li> <li>CA/COP logo and any additional branding as directed(printed)</li> </ul>	 <p>Sample required</p>	
49.	Golf Balls	<p>The diameter not smaller than (42.67 mm) and weight not exceeding (<b>45.93 g</b>).</p> <p>CA logo and any additional branding printed as directed</p>	 <p>Sample required</p>	
50.	Golf Clubs: Men /Ladies	<p>Fairly good designer kits</p> <p>One set of premium golf clubs Driver 3, Wood 5, Wood 4, Hybrid-5-9, irons</p> <p>Branded in CA logo and any other additional bran</p>	 <p>Sample not required</p>	
51.	Pencil Pouches	<ul style="list-style-type: none"> <li><b>Size</b> :19.5cm(L) x 8cm(W) x 6cm(H)</li> <li><b>Material</b> :Transparent PVC or as per specifications</li> <li><b>Colour</b> :as per specifications</li> <li><b>Weight</b> :30g/pc</li> <li><b>Branding</b>: CA logo and any additional branding as directed</li> <li><b>Zipper</b>: one or as per specifications</li> <li><b>Shape</b>: Various as specified</li> </ul>	 <p>Sample required</p>	

NO	ITEM	CATEGORY 3: FUN DAY AND SPORTING GIVEAWAYS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
		<ul style="list-style-type: none"> <li><b>Finish:</b> plastic border</li> <li><b>As per Sample</b></li> </ul>		
52.	Book marks	<ul style="list-style-type: none"> <li>Material: Art paper with glossy finish</li> <li>Weight: 300grams</li> <li>Size: 2*6 inches</li> <li>Branded: CA logo and any additional branding as directed (full colour) (printed)</li> <li>Colours: Red and white</li> </ul>	 Sample required      not	
53.	Pencils	Plain HB for branding in CA LOGO or any other branding as directed.	 Sample not required	
54.	Mathematical rulers (flexi)	<ul style="list-style-type: none"> <li>30cm ruler with inch rule on the alternate side</li> <li>Colour: Clear</li> <li>Branded CA logo and any additional branding as directed (debossed)</li> </ul>	 Sample required      not	
56.	Mathematical sets	<ul style="list-style-type: none"> <li>Branded CA logo and any additional branding as directed</li> <li>Consisting of 15cm ruler, HB pencil, sharpener, eraser, Compass, divider e.t.c</li> <li>PP transparent stationery case of 18*6cm</li> <li>Colour: Clear-ruler, pencil-blue, sharpener-blue, eraser-white</li> </ul>	 Sample required      not	






NO	ITEM	CATEGORY 3: FUN DAY AND SPORTING GIVEAWAYS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
57.	Sticky notes	<ul style="list-style-type: none"> <li>CA branded and any additional branding as directed on every page</li> <li>Colours: Assorted</li> <li>Size: 3*3 inches</li> </ul>	Sample required not	
58.	Time tables	<ul style="list-style-type: none"> <li>Two subsections: Time and Days</li> <li>Decorated edges with assorted colours</li> <li>CA branded and any additional branding as directed</li> </ul>	Sample required not 	
59.	Erasers	<ul style="list-style-type: none"> <li>CA branded and any additional branding as directed</li> <li>Colour: white</li> </ul>	Sample required not 	
60.	Stickers/ tattoos	<ul style="list-style-type: none"> <li>One sided with sticky substance on the rear side</li> <li>CA branded and any additional branding as directed</li> <li>Colour: As directed</li> </ul>	 Sample required not	
61.	Stress balls	<ul style="list-style-type: none"> <li>Colours: Assorted</li> <li>100% high-quality thermoplastic rubber</li> <li>hypoallergenic, nontoxic, and free of BPAs, phthalates and latex</li> <li>2.25" in diameter.</li> <li>Super tear resistant</li> <li>CA branded with additional branding as directed</li> </ul>	 Sample required not	

NO	ITEM	CATEGORY 3: FUN DAY AND SPORTING GIVEAWAYS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
62.	Standard Ball	<ul style="list-style-type: none"> <li>• Hard enamel cloisonné</li> <li>• CA branded with additional branding as directed</li> <li>• 2.25" in diameter.</li> <li>•</li> </ul>	 Sample not required	
63.	Gym bags	<p>Gym bags on canvas material light duty screen printed.</p> <p>Top zippered compartment, front zippered pocket, two side pockets, one adjustable shoulder strap, two carrying handles linked. Size 45 x 30 x 30cm</p>	 Sample needed	
64.	Golf towels	White or blue 100% cotton golf towels (20cm x 40cm) branded with embroidered CA logo	 Sample not required	
65.	Golf pitch mark repairers	Foldable Golf pitch mark repairers made of chrome material, with magnetic ball marker branded with CA logo	 Sample not required	
66.	Golf sports bag	<p>Golf sports bag</p> <p>Sport duffel Bag with shoe compartment.</p> <p>Cotton/Canvas/600D.</p> <p>LOGO: Embroidery and Printing</p>		




NO	ITEM	CATEGORY 3: FUN DAY AND SPORTING GIVEAWAYS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
67.	Magnetic golf markers	CA branded magnetic golf markers	Sample not required	
68.	Button badges	<ul style="list-style-type: none"> <li>• Top side Mylar material, backside aluminium</li> <li>• Shape: Circular Diameter- Mylar disk size- 70mm, Badge size-58mm</li> <li>• Button badge with backpin</li> <li>• Logo printed in full colour</li> <li>• CA branded with additional branding as directed</li> <li>• Be the cop customization</li> <li>• Glossy finish</li> </ul>		
69.	Fridge Magnets	<ul style="list-style-type: none"> <li>• Custom printed fridge magnet material</li> <li>• CA branding with additional branding as directed</li> <li>• Logo printed in full colour</li> </ul>		
70.	Calendar Magnets	<ul style="list-style-type: none"> <li>• Stylish, Fun and Practical</li> <li>• Colors: Assorted</li> <li>• Moveable Magnet Squares with Dates, Weekdays and Months</li> <li>• CA branded with additional branding as directed</li> </ul>		


NO	ITEM	BRANDED EXECUTIVE GIVEAWAYS	REQUIREMENT	UNIT COST (KES. INCL. VAT)
71	Crystal awards	The design, production, supply, delivery and packaging of a diamond shaped crystal award atop a black crystal base. Various dimensions laser engraved with CA logo or any other logo as directed	As per sample	






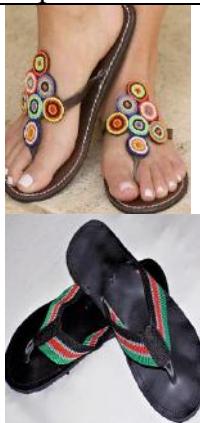
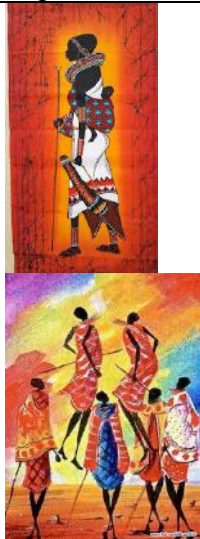
NO	ITEM	BRANDED EXECUTIVE GIVEAWAYS	REQUIREMENT	UNIT COST (KES. INCL. VAT)
72	Cufflinks	<ul style="list-style-type: none"> <li>• Make: Metallic</li> <li>• Has a lock</li> <li>• Shape: circular</li> <li>• Branded in CA logo(embossed)</li> <li>• Gold plated</li> <li>• Packaged in a black small gift box</li> </ul>		
73	Lapel Pin (with clasp)	<ul style="list-style-type: none"> <li>• Gold plated metallic material</li> <li>• CA logo engraved</li> <li>• Back magnetic clasp</li> <li>• Epoxy coating</li> <li>• Packaged in a small branded gift box</li> </ul>	 	
74	Lapel pin(with pin)	<ul style="list-style-type: none"> <li>• Gold plated metallic material</li> <li>• CA logo engraved</li> <li>• Back pin</li> <li>• Epoxy coating</li> <li>• Packaged in a small branded gift box</li> </ul>		
75	Wrist Watch	<ul style="list-style-type: none"> <li>• Engraved in CA logo as per specs</li> <li>• Diameter-25mm</li> <li>• CA branded (debossed)</li> <li>• Black Leather straps</li> <li>• Gold plaited</li> <li>• Water resistant</li> <li>• Packaged in a small velvet gift box</li> </ul>	 <p>FW-001</p>	










NO	ITEM	BRANDED EXECUTIVE GIVEAWAYS	REQUIREMENT	UNIT COST (KES. INCL. VAT)
76	Passport Holder/wallets	<ul style="list-style-type: none"> <li>Design: Two flaps with card holder slots</li> <li>Colour-Black or brown</li> <li>passport sized(5*3.5 inches)</li> <li>Packaged in a gift box</li> <li>CA branded with any additional branding as described</li> <li>CA logo full colour</li> <li>Preferred screen print or embossed location: front bottom right</li> <li>Stitching: interior should have blue or light brown contrast stitching</li> </ul>		
77	Ladies Wallets	<ul style="list-style-type: none"> <li>Material: Leather</li> <li>Pure leather wallets</li> <li>PU leather executive wallets pad printed/laser engraved</li> <li>Ladies wallets: One interior compartment with zip pocket, credit card slots, pouch pocket and small mirror</li> <li>Branding of CA logo and any additional branding as directed</li> <li>Preferred Colour: Black or blue</li> <li>Standard size for all:</li> <li>3.6" x 4.5" inches</li> <li>Measures 4"x6"</li> <li>Or as per sample</li> </ul>		
78	Leather Folder	<ul style="list-style-type: none"> <li>Executive leather folders pad</li> <li>PU leather folders pad</li> <li>Executive Metallic /leather card holder leaser engraved with logo</li> <li>CA branded with any additional branding as described</li> <li>Colour: Brown or black</li> </ul> <p><b>As per sample</b></p>	 <p>Sample needed</p>	

NO	ITEM	BRANDED EXECUTIVE GIVEAWAYS	REQUIREMENT	UNIT COST (KES. INCL. VAT)
79	Corporate Desk set with Globe, Cardholder, Clock & Pen Stand	<ul style="list-style-type: none"> <li>• <b>Material:</b> Lightly polished wood base and wood accents</li> <li>• Size: 8 x 3.5 x 9.625</li> <li>• CA branding and any additional branding as prescribed (laser engraving)</li> <li>• Coloured globe set in a rotating gold tone base</li> <li>• A business card holder holds up to twenty business cards between its posts.</li> <li>• Business card holder with clock</li> <li>• A hinged pen stand</li> <li>• Ballpoint pen</li> <li>• Ink-black</li> </ul> <b>As per sample</b>	 <p>Sample needed</p>	

NO	ITEMS	CATEGORY 5: ARTEFACTS	REQUIREMENTS	UNIT COST (KES. INC VAT)
80	Soap Stone Carvings	<ul style="list-style-type: none"> <li>• <b>Material:</b> Hand carved soap stone</li> <li>• <b>Size:</b> 6*3*1.5</li> <li>• <b>Weight:</b> 450g</li> <li>• <b>Finish:</b> Polished and waxed</li> <li>• Branded with CA logo through engraving</li> </ul> <b>As per sample/specification</b>	 <p>As per sample. Sample required</p>	
81	Wooden animal carvings	<ul style="list-style-type: none"> <li>• <b>Material:</b> Olive Wood</li> <li>• <b>Finish:</b> smooth polished and painted</li> <li>• <b>Size:</b> 25cm length</li> <li>• Engraved with CA logo</li> </ul>	 <p>As per sample. Sample required</p>	

NO	ITEMS	CATEGORY 5: ARTEFACTS	REQUIREMENTS	UNIT COST (KES. INC VAT)
82	Wooden masks	<ul style="list-style-type: none"> <li>• <b>Material:</b> Wood</li> <li>• <b>Size:</b> 12*14*4cm</li> <li>• <b>Finish:</b> Smooth polished and painted</li> <li>• Engraved with the CA logo and any other additional branding at the back of the mask.</li> </ul>	 <p>As per sample. Sample required</p>	
83	Maasai Sandals	<ul style="list-style-type: none"> <li>• <b>Material:</b> Rubber sole and beads, leather</li> <li>• <b>Sizes:</b> various</li> <li>• Laser engraved CA logo and any additional branding as prescribed.</li> <li>• <b>Colour:</b> Assorted colours(beadwork)</li> </ul>	 <p>As per sample. Sample required</p>	
	Wall paintings	<ul style="list-style-type: none"> <li>• <b>Material:</b> Canvas</li> <li>• <b>Shape:</b> Rectangle medium</li> <li>• <b>Size:</b> 2*3(ft)</li> <li>• Wrapped in a gift wrapper</li> <li>• <b>Colours:</b> Assorted</li> <li>• <b>Logo location:</b> bottom right</li> <li>• <b>Maximum logo size:</b> 80*50</li> <li>• <b>Print technique:</b> heat transfer printing</li> <li>• CA logo and any additional branding as directed</li> </ul>	 <p>As per sample. Sample required</p>	

NO	ITEM	CATEGORY 6: BRANDING MATERIALS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
85	Dummy Cheque	<ul style="list-style-type: none"> <li>Size-dummy 1.2m x 0.6m</li> <li>CA logo and any additional branding as directed in full colour</li> <li>Prints are mounted on Foam Board (5mm/10mm) or Forex (2mm/3mm)</li> <li>Material: Prints are mounted on Foam Board (5mm/10mm) or Forex (2mm/3mm)</li> </ul>	 <p><b>Sample required</b></p>	
86	Tear drop banner	<ul style="list-style-type: none"> <li>CA logo and any additional branding as directed in full colour</li> <li>Colour: as directed</li> <li>Size: Large 119 in x 42(inch)</li> <li>Sleeve colour: Black</li> <li>Double sided printing</li> <li>Stands: Flagpole, and ground spike</li> <li>Banner bag: canvas water proof fabric with side pocket for stands</li> <li>Material: Fabric; Polyester</li> </ul>	 <p><b>Sample required</b></p>	
87	Feather Banner	<ul style="list-style-type: none"> <li>CA logo and any additional branding as directed in full colour</li> <li>Material: Polyester</li> <li>Sleeve colour: Black</li> <li>Colour: as directed</li> <li><b>Package Includes:</b> Custom-Printed Double-Sided Banner, Pole, Carry Bag, spike base</li> <li><b>Total Stand</b> <ul style="list-style-type: none"> <li><b>Banner Size:</b> 23.6" W x 94.5" H</li> </ul> </li> </ul>	 <p><b>Sample required</b></p>	

NO	ITEM	CATEGORY 6: BRANDING MATERIALS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
88	Pull Up banner	<ul style="list-style-type: none"> <li>CA logo and any additional branding as directed in full colour</li> <li>Material: vinyl</li> <li>Height: 10 feet</li> <li>Width: 85cm</li> <li>Sleeve colour: Black</li> <li>Banner Colour: as directed</li> <li><b>Package Includes:</b> Custom-Printed Double-Sided Banner, Pole, Carry Bag, stand with a hook</li> </ul>	 <p>Sample required</p>	
89	Backdrop	<ul style="list-style-type: none"> <li>Material: Vinyl</li> <li>CA logo and any additional branding as directed in full colour</li> <li>Colour: as directed</li> <li>8feet(h)*12feet(w)</li> <li>One sided full colour digital print</li> <li>Matt finish/ Other type of finish, as directed</li> <li>Easy to assemble aluminum stand with canvas carrying case</li> </ul>		
90	Horizontal banner/ street banner	<ul style="list-style-type: none"> <li>CA logo and any additional branding as directed in full colour</li> <li>Material: vinyl</li> <li>Size: 3* 10 feet, various</li> <li>Colour: As directed</li> <li>With eyelets</li> </ul>	 <p>Sample required</p>	
91	Footprint	Vinyl strong adhesive branded with CA Logo and any other branding as directed	 <p>As per sample</p>	
92	Branded tents	<ul style="list-style-type: none"> <li>The design, production and delivery of a branded 50 seater High peak tent with side flaps</li> </ul>	Sample not required	

NO	ITEM	CATEGORY 6: BRANDING MATERIALS	REQUIREMENTS	UNIT COST (KES. INCL. VAT)
		<ul style="list-style-type: none"> <li>Branded CA logo and any additional branding as directed</li> </ul>		
93	Branded tents	<ul style="list-style-type: none"> <li>The design, production and delivery of a branded 3x3 m tent with side flaps</li> <li>Branded CA logo and any additional branding as directed</li> </ul>	Sample not required	

*All the prices quoted must be inclusive of all taxes and delivery period must be stated and rates should be valid for two (2) years.*

## **2.25 Contacting the Authority**

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

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

## **2.26 Award of Contract**

### **(a) Post-qualification**

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

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Authority deems necessary and appropriate.

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

**(b) Award Criteria**

- 2.26.4 The Authority 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 per category, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

**(c) Authority's Right to Vary quantities**

- 2.26.5 The Authority reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

**(d) Authority's Right to accept or Reject any or All Tenders**

- 2.26.6 The Authority 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 Authority's action

**2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Authority will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Authority will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.28 Signing of Contract**

- 2.28.1 At the same time as the Authority notifies the successful tenderer that its tender has been accepted, the Authority will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.28.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.28.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Authority.

## **2.29 Performance Security**

- 2.29.1 Within Thirty (30) days of the receipt of notification of award from the Authority, the successful tenderer shall furnish the performance security of **1%** of the bid price in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Authority.
- 2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Authority may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.30 Corrupt or Fraudulent Practices**

- 2.30.1 The Authority requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Authority, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Authority of the benefits of free and open competition;
- 2.30.2 The Authority 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.



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

#### **Table of Clauses**

	Page
3.1 Definitions.....	53
3.2 Application.....	53
3.3 Country of Origin.....	53
3.4 Standards.....	53
3.5 Use of Contract documents and information.....	53
3.6 Patent Rights.....	54
3.7 Performance security.....	54
3.8 Inspection and Tests.....	54
3.9 Packing.....	55
3.10 Delivery and documents.....	55
3.11 Insurance .....	55
3.12 Payment.....	55
3.13 Price.....	55
3.14 Assignments.....	56
3.15 Sub contracts.....	56
3.16 Termination for default.....	56
3.17 Liquidated damages.....	56
3.18 Resolution of Disputes.....	57
3.19 Language and law.....	57
3.20 Force Majeure.....	57

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

### **3.1        Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a)        “The Contract” means the agreement entered into between the Authority and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b)        “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c)        “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Authority under the Contract.
- (d)        “The Authority” means the organization purchasing the Goods under this Contract.
- (e)        “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2        Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Authority for the procurement installation and commissioning of equipment

### **3.3        Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4        Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5        Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Authority’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Authority in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 3.5.2 The tenderer shall not, without the Authority's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Authority and shall be returned (all copies) to the Authority on completion of the Tenderer's performance under the Contract if so required by the Authority

### **3.6 Patent Rights**

- 3.6.1 The tenderer shall indemnify the Authority against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Authority's country

### **3.7 Performance Security (Not required)**

- 3.7.1 The proceeds of the performance security shall be payable to the Authority as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.2 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Authority and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Authority, in the form provided in the tender documents.
- 3.7.3 The performance security will be discharged by the Authority and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

- 3.8.1 The Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Authority.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Authority may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Authority.

3.8.4 The Authority's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Authority or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 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.

3.9.2 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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Authority as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

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

- 3.13.4 Price variation request shall be processed by the Authority within 30 days of receiving the request.

### **3.14. Assignment**

- 3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Authority's Authority' prior written consent

### **3.15 Subcontracts**

- 3.15.1 The tenderer shall notify the Authority in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

- 3.16.1 The Authority 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 Authority
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17 Liquidated Damages**

- 3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Authority shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

- 3.18.1 The Authority and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

- 3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **3.20 Force Majeure**

- 3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the Authority in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the Authority and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

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

## **SECTION V - TECHNICAL SPECIFICATIONS**

### **5.1 General**

- 5.1.1 These specifications describe the requirements for goods. Tenderer are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderer must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Authority reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:



**SECTION VI-****SCHEDULE OF REQUIREMENTS**

You are requested to tender for the design, printing and delivery of assorted branded giveaways. The items will be supplied at CA Centre located along Waiyaki Way. The requirements are as detailed in Clause 2.24.5

**SECTION VII - PRICE SCHEDULE FOR GOODS AND SERVICES**

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

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price	Unit price of other incidental services payable

Signature of tenderer \_\_\_\_\_

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

## **SECTION VIII - STANDARD FORMS/APPENDIX**

### **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. Duly authorized representatives of the tenderer must also duly sign it.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. 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.
4. Anti-Corruption Declaration Commitment Form- shall not be completed by the tenderer at the time of submitting the tender

## 8.1 FORM OF TENDER

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

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

[Communications Authority of Kenya ]

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 design print and deliver assorted branded giveaways and Authority ( ..... *(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 Authority the assorted branded giveaways 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 ..... *( Authority)*.

4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

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

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

<i>Part 1 – General:</i>			
Business			Name
.....			
Location	of	business	premises.
.....			
Plot	No.	Street/Road	
.....			
Postal Address	Tel No.	Fax	E mail
.....			
Nature	of	Business	
.....			
Registration	Certificate	No.	
.....			
Maximum value of business which you can handle at any one time – Kshs.			
.....			
Name	of	your bankers	Branch
.....			

Part 2 (a) – Sole Proprietor			
Your name in full			Age
.....			
Nationality	Country	of	origin
.....			
• Citizenship			details
.....			
•			
.....			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship	
Details	Shares		
1.	.....		
.....			
2.	.....		
.....			

	<p>.....</p> <p>3. ....</p> <p>.....</p> <p>4. ....</p> <p>.....</p>																																																
	<p style="text-align: center;"><b>Part 2 (c ) – Registered Company</b></p> <p>Private <span style="float: right;">Public</span></p> <p style="text-align: center;">or</p> <p>.....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 30%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>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> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.	.....				.....			2.	.....				.....			3.	.....				.....			4.	.....				.....			5	.....				.....		
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<p>Date ..... Signature of Candidate</p> <p>.....</p>																																																	

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

### 8.3 CONTRACT FORM

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

WHEREAS the Authority invited tenders for certain goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of .....  
[*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Authority

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

*(Amend accordingly if provided by Insurance Company)*

## 8.4 TENDER DECLARATION FORM

### Tender-Securing Declaration (Mandatory)

**Date:** *[insert date (as day, month and year)]*

**Tender No.:** *[insert number of Tendering process]*

**To:** *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration

We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Procuring Entity for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the Tender conditions, because we;

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) Having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity,
  - (i). Fail or refuse to execute the Contract, if required, or

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of;

- 1) Our receipt of your notification to us of the name of the successful Tenderer; or
- 2) Thirty days after the expiration of our Tender.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Tender Securing Declaration]*

Name: *[insert complete name of person signing the Tender Securing Declaration]*

Duly authorized to sign the Tender for and on behalf of: *[insert complete name of Tenderer]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)



## 8.5 ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE

*(Section 62 PPADA, 2015)*

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....for or in  
the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

Name and Title of Signatory.....