



TENDER DOCUMENT

FOR

**PROVISION OF AUDIO-VISUAL TUTORIALS FOR ONLINE FILING OF
MERGERS & ACQUISITIONS, ABUSE OF BUYER POWER, CONSUMER
COMPLAINTS, EXEMPTION APPLICATIONS AND RESTRICTIVE TRADE
PRACTICES COMPLAINTS**

TENDER NO. CAK/TEND/004/2020 – 2021

SUBMISSION DEADLINE:

Pre-bidders online meeting Tuesday, 8th December, 2020.

Logging Details to be shared after registration

CLOSING DATE: TUESDAY, 22nd DECEMBER, 2020

AT

12.00 P.M.

**COMPETITION AUTHORITY OF KENYA (CAK) HEADQUARTES, KENYA
RAILWAY HQs BLOCK D, GROUND FLOOR
WORKSHOP ROAD, OFF HAILE SELASSIE AVENUE, P.O. BOX 36265 - 00200 TEL:
+254 020-2628233 NAIROBI, KENYA**

E-mail: procurement@cak.go.ke Website: www.cak.go.ke

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RE: TENDER. NO. CAK/TEND/004/2020-2021 AUDIO-VISUAL TUTORIALS FOR ONLINE FILING OF MERGERS & ACQUISITIONS, ABUSE OF BUYER POWER, CONSUMER COMPLAINTS, EXEMPTION APPLICATIONS AND RESTRICTIVE TRADE PRACTICES COMPLAINTS

- 1.1 The **Competition Authority of Kenya (CAK), Nairobi** invites sealed tenders from eligible candidates for **Provision of Audio-visual tutorials for Online filing of Mergers & Acquisitions, Abuse of buyer power, consumer complaints, exemption applications and restrictive trade practices complaints.**

- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement office on the, **CAK Headquarters, at Kenya Railways Building, Block D, on the Ground floor Nairobi during normal working hours.**

1.3 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 90 days from the closing date of the tender.

1.4 Tenders must be accompanied by a bid security/bid bond of Ksh. 50,000 from a reputable bank or Insurance firms approved by PPRA as specified in the tender document. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box situated at the entrance to the main building of the CAK Headquarters which is located on Kenya Railways Building, Block "D" on the Ground Floor on or before **Tuesday, 22nd December, 2020 at 12:00p.m.**

1.5 Bulky documents that cannot be fit in the Tender box directly may be delivered to Supply Chain Management office ground floor for safe custody and will be opened together with others on **Tuesday, 22nd December 2020 at 12:00p.m.**

1.6 A mandatory pre-bidding online meeting shall be held on 8th December, 2020 at 11:00 a.m. Bidders who are interested in attending this meeting are required to register by sending an email to tenders@cak.go.ke. Thereafter, the CAK's Supply Chain Management Office shall send them a virtual meeting link through the email they used when registering.

1.7 Late bids will be rejected.

1.8 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the CAK Headquarters, Conference Room on **Tuesday, 22nd December 2020 at 12:00p.m.**

Wang'ombe Kariuki

DIRECTOR GENERAL

SECTION II – INSTRUCTIONS TO TENDERERS

Eligible tenderers

2.1.1 This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or

have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.1.5 Tenderers shall register by sending their details to procurement@cak.go.ke and copy info@cak.go.ke and wmasinde@cak.go.ke

2.2 Cost of tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.1, 000/=, but documents downloaded shall be free of charge.

2.2.3 **The** procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders

- i. Instructions to tenderers.
- ii. General Conditions of Contract
- iii. Special Conditions of Contract
- iv. Schedule of Requirements
- v. Technical Specifications
- vi. Form of tender
- vii. Price schedules
- viii. Contract form

- ix. Confidential business questionnaire form
- x. Tender security form

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

2.4 Clarification of Documents

2.4.1 A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will **respond in writing** to any request for clarification of the tender documents, which it **receives no later than seven (7) days prior** to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer **within 3 days of receiving the request** to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

- a) A Tender Form and a Price Schedule completed in accordance with 2.8, 2.9, 2.10 below.
- b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Tender security furnished is in accordance with Clause 2.12
- d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

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

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

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

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of

2.12.4 Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph

2.12.5 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

- a) A bank guarantee.
- b) Cash.
- c) Such insurance guarantee approved by The Competition Authority of Kenya.
- d) Letter of credit

2.12.6 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.4 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20

2.12.7 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.12.8 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27. 2.12.9 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;

or

(b) In the case of a successful tenderer, *if* the tenderer fails:

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27

(c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each **"ORIGINAL TENDER"** and **"COPY OF TENDER,"** as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

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

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as **"ORIGINAL "**and **"COPY. "**The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the invitation to tender
- (b) bear, tender number and name in the invitation to tender and the words:

“DO NOT OPEN BEFORE TUESDAY 22nd December 2020 AT 12:00PM.”

2.15.2 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.1 not later than **12.00 P.m. on 22nd December 2020.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and withdrawal of tenders

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

2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers representatives who choose to attend, at **12.00 p.m. on 22nd December 2020** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.2 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 Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 22, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

- 2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

- (a) operational plan proposed in the tender;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) *Operational Plan.*

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

(b) *Deviation in payment schedule.*

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

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

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

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement

- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23 Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next second highest bidder(Technical & Evaluation) to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.4 Subject to paragraph 2.22 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the most responsive bidder (Highest combined scores technical and financial), provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

2.24.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Notification of award

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

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 27, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the second highest bidder(Combined scores for both technical and financial)or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in Public Procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Firms registered in Kenya.
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy while those who download the document will be free of charge
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required.
2.12.2	Particulars of tender security if applicable. Ksh. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period i.e. (120 days).
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by PPRA.
2.13	Validity of Tenders: Tenders Shall remain valid for 90 days after date of tender opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the Procurement Office.

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.20.1	<p>Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness:</p> <ul style="list-style-type: none"> i Copy of certificate of Registration/Incorporation ii Copy of Valid Tax Compliance certificate iii Copy of Valid Business Permit/Trade License iv Audited Financial Statements 2017, 2018 & 2019. v Participation in the online pre-bidding meeting. vi Must Fill, Sign and Stamp the Form of Tender in the format provided vii Must Submit a Tender Security of Kshs. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period.
	<ul style="list-style-type: none"> viii Must submit a dully filled up Confidential Business Questionnaire in the format provided ix Must have undertaken at least four (4) video production projects since 2017. Evidence of such video productions shall be required. x Must provide reference letters of at least four (4) similar work done. xi Must Complete, Sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice. xii Must Complete, Sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement. xiii The Bid documents must be bound & serialized. xiv Bidders must submit an original and a copy of the bid document. xv The bidder must submit a sample of the audio-visual tutorial (3045 seconds long <p>At this stage, the tenderer’s submission will either be responsive or nonresponsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>

EVALUATION CRITERIA

The Technical Evaluation Criteria will be on a scoring system. Only bids that score at least 80% and above shall proceed for **Financial Evaluation**.

Financial bids can be submitted in Kenya Shillings or any freely convertible currency but for the purpose of evaluation, they shall be converted to Kenya Shillings using the Central Bank of Kenya (CBK) rates prevailing on the date of opening of financial proposals. Refer to <http://www.centralbank.go.ke/> for a list of currencies that can be used for the financial proposal submission

$S_f = 100 \times \frac{F_m}{F}$ Where

- S_f is the financial score;
- F_m is the lowest priced financial proposal
- F is the price of the proposal under consideration.

Evaluation Method

- Quality and Cost Based Selection
- A bidder must obtain at least 80% on the technical score to proceed to the next stage of the financial evaluation.

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
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2.22	<p>Evaluation and comparison of Tenders: The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.</p> <p><i>Selection Process</i></p> <p>Below is a description of the evaluation steps that will be adopted.</p> <p><i>Step 1: Preliminary Evaluation</i></p>
Instructions to Tenderers	Particulars of appendix to instructions to tenderers
	<p>This will be an elimination stage which will be done as per paragraph 2.20.1 above.</p> <p><i>Step 2: Technical Evaluation</i></p> <p>Tenderers will be required to provide technical details on their proposed machine that meets the provided technical requirement. Evaluation will be on YES/NO basis for all requirements. Tenderers are required to be technically responsive to proceed to financial evaluation</p> <p><i>Step 3: Financial Evaluation</i></p> <p>This will include the following:-</p> <ul style="list-style-type: none"> a) Confirmation and considering price schedule duly completed and signed b) Conducting a financial comparison c) Correction of arithmetical errors
2.24 (a)	<p>Particulars of post – qualification if applicable. CAK may carry out post qualification and inspect the premises or contact listed clients to confirm details</p>

2.24.4	Award Criteria: Award will be made to the highest scoring bidder for both Combined technical & financial.
2.27	Particulars of performance security if applicable 10%
Other's as necessary	

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

- g) "SCC" means the special conditions of contract
- h) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Patent Right's

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

3.5 Performance Security

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

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

3.5.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

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

3.6 Inspections and Tests

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

3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.7 Payment

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

3.8 Prices

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

3.9 Assignment

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

3.10 Termination for Default

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

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

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

3.11 Termination of insolvency

3.11.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent.

In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.12 Termination for convenience

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

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

3.13 Resolution of disputes

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

3.13.2 If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.14 Governing Language

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

3.15 Force Majeure

3.15.1 The contractor 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.

3.16 Applicable Law.

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

3.17 3.17 Notices

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

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

SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.5	Specify performance security if applicable: 10%
3.7	Specify method Payments. 30 days after invoice after delivery, inspection and acceptance
3.8	Specify price adjustments allowed. None
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.16	Specify applicable law. Laws of Kenya
3.17	Indicate addresses of both parties. Client: DIRECTOR GENERAL COMPETITION AUTHORITY OF KENYA KENYA RAILWAYS BUIDLING,BLOCK D P.O. BOX 36265 – 00200 HAILE SELASSIE AVENUE NAIROBI

Other's as necessary	Complete as necessary
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SCHEDULE OF REQUIREMENTS

The following items are required to be delivered in CAK premises, Ground floor, Kenya Railways Building, Block D, and Haile Selassie Avenue, Nairobi.

Milestones	Description	Due date
Inception Report	<p>The Inception report should contain the following information as required in the Terms of Reference;</p> <ul style="list-style-type: none"> • Objectives, goals of the assignment, Inventory of information and data to be collected; • Detailed description of the methodology and tools to be used in carrying out the assignment; • Interpretation of the consultant's understanding of the Terms of Reference, main work processes and sources of information within the Authority; • A detailed work plan identifying the team composition; • Project implementation matrix • The inception report shall be submitted to the project lead at the Authority, in Microsoft Word format 	The Consultant shall, within the first one (1) week of the award, present an Inception Report.
Draft Audio Visual Tutorials	<ul style="list-style-type: none"> • The Draft audio visual tutorials shall contain the five (5) scripts and videos and any other relevant specifications provided by the Authority; • The draft audio visual tutorials shall be submitted in the format as per the contract terms 	3 weeks' after commencement of contract
Final Audio Visual Tutorials	These shall incorporate all the changes recommended by the Authority	2 weeks after receiving the comments from the Authority
Approval of the Final Audio Visual Tutorials (5)		1 week after receiving the agreed upon final tutorials.

“The assignment is expected to be completed in seven (7) weeks”

TECHNICAL SPECIFICATIONS

TERMS OF REFERENCE FOR DEVELOPMENT AUDIO-VISUAL TUTORIALS FOR ONLINE FILING OF MERGERS & ACQUISITIONS, ABUSE OF BUYER POWER, CONSUMER COMPLAINTS, EXEMPTION APPLICATIONS AND RESTRICTIVE TRADE PRACTICES COMPLAINTS

A. Background

1. The Competition Authority of Kenya (the Authority) is a body corporate established under Section 7 of the Competition Act No. 12 of 2010 (the Act). It is mandated to promote and safeguard competition in the national economy and protect consumers from unfair and misleading market conduct by regulating market structure and conduct.
2. The functions of the Authority as espoused under Section 9 of the Act, are inter alia to; promote compliance with the Act; receive and investigate complaints; carry out inquiries, studies and research into matters relating to competition and protection of consumers; investigate impediments to competition, including entry and exit from the markets in the economy as a whole or in particular sectors and; investigate policies, procedures and programs of regulatory authorities so as to assess their effects on competition and consumer welfare.
3. In this regard the Authority has embraced technology for operational efficiency and effectiveness in the achievement of its mandate. Specifically, the Authority fully operationalized its core automation projects that is, the Enterprise Resource Planning (ERP) and the Case Management System (CMS).

4. The automation process has provided the Authority with a unified, user-friendly CMS which has resulted in increased efficiency in execution of the Authority's mandate without compromising on security and compliance. Additionally, the CMS has enabled the Authority's staff to transition to working remotely during the Covid19 pandemic with minimal disruptions to service delivery.
5. A centralized stakeholder repository has also facilitated the Authority in the analysis of demand trends and take proactive measures to reduce the burden associated with physical filings, thereby ensuring better service to its stakeholders during the pandemic. Arguably, the Authority's adoption of the online submission of documents is helping to promote containment measures with minimal business interruptions.
6. It is worth noting that the Authority's stakeholders have been trained on how to access and utilize the mandate functionalities offered through the CMS' Public Portal. Towards this end, the Authority's stakeholders are expected to familiarize themselves with the automation process, specifically on navigating the Public Portal when filing merger notifications, registering consumer, buyer power and restrictive practice(s) complaints as well as applying for exemption.
7. Further, in order to offer maximum support to stakeholders' in utilization of the eplatform, the Authority shall, therefore, develop a user-friendly step-by-step audiovisual guide with the filing instructions and on how to lodge complaints as well as apply for exemptions. The audio-visual will shed more light on the filing instructions that were developed in the previous financial year.
8. The audio-visual tutorials should be simplified step-by-step instructions which stakeholder can refer to when they encounter challenges when utilizing the Portal. These instructions will augment the e-filing manuals that have been developed for the technical mandate areas and published on the Authority's Website.

B. Objective

9. The overall objective of the assignment is to develop step-by-step filing instructions in order to guide stakeholders on how to access and lodge a merger notification as well as filing consumer, restrictive trade practices, abuse of buyer power, service and general complaints and exemption application on the system without any challenge.

C. Deliverable

10. The specific deliverable will be to develop the Authority's audio visual tutorials taking into consideration:

- i. The online filing portal: <https://competition.cak.go.ke:444/> ;
- ii. The online filing instructions manuals;
 - a. <https://cak.go.ke/sites/default/files/Mergers-Acquisitions-Filing-Instructions.pdf>
 - b. [https://cak.go.ke/sites/default/files/Consumer Complaints User Manual.pdf](https://cak.go.ke/sites/default/files/Consumer_Complaints_User_Manual.pdf)
 - c. [https://cak.go.ke/sites/default/files/Exemption Application User Manual.pdf](https://cak.go.ke/sites/default/files/Exemption_Application_User_Manual.pdf)
 - d. [https://cak.go.ke/sites/default/files/RTP Complaints User Manual.pdf](https://cak.go.ke/sites/default/files/RTP_Complaints_User_Manual.pdf)
 - e. [https://cak.go.ke/sites/default/files/Abuse of Buyer Power Complaints User Manual.pdf](https://cak.go.ke/sites/default/files/Abuse_of_Buyer_Power_Complaints_User_Manual.pdf)
- iii. The needs for Persons Living with Disability (PWDs).

D. Scope of work

11. The Consultant, in consultation with the Authority, will be required to develop;

- i. Interactive videos, which address the e-filing processes in their entirety for the technical mandate areas: Restrictive Trade Practices, Consumer Protection, Mergers & Acquisitions and Abuse of Buyer Power. This may take the form of role playing, a simulation between officers, which would be a guided walk through with sounds or animations; and
- ii. The videos should be in a format that is compatible with the Authority's Websites, including the online filing portal, as can be uploaded, accessible and downloadable on our social media sites including YouTube, Facebook and Twitter.

12. Additionally, the videos should contain the following information as highlighted in the Portal Filing Instructions Manuals:

- i. A brief narrative about the Public Portal and its objective in enhancing service delivery. The Public Portal URL should be provided including where it can be found on the Authority's Website

- ii. Show how the Landing/Login Page looks like as well as provide a step-by-step guidance on registration, retrieval of username and password when one has forgotten it, among others;
- iii. The Public Portal landing page and the contents with an illustration of the landing page and its contents;
- iv. Location of active cases as well as filed complaints relating to RTPs, Consumer Protection and Abuse of Buyer Power;
- v. Location of draft Merger Notification Forms (MNFs), Pending Submissions and submitted MNFs;
- vi. The modalities of initiating Merger filing/application as well as how stakeholders can file complaints regarding Restrictive Trade Practices, Consumer Protection, and Abuse of Buyer Power; vii. Details on how the first or subsequent merger filing parties should file;
- viii. Mandatory Basic Information and the Necessary Attachments in all the schedules and complaints; ix. Mandatory fields required to be filled out before submission;
- x. Where to download the Confidentiality Claim Forms and the Merger Declaration Forms; xi. Where and how to lodge complaints regarding RTPS, Abuse of Buyer Power, Consumer Protection through the portal or through email; xii. When to save own MNF and when to submit for merger filing; and
- xiii. Classification of Complaints.
- xiv. How to contact the Authority in case of any queries regarding the e-filing process: efiling@cak.go.ke and the +254 (20) 2779000

NB: The information above is not exhaustive; the main guiding document are the manuals provided for each technical mandate area.

E. Duration of Work and Deliverables

- 13. The assignment is expected to be completed in seven (7) weeks.
- 14. The deliverables shall be five (5) videos in total; one (1) for each of the filing instructions manual incorporating sign language and Swahili subtitles. A sixth video shall describe the Portal, its objectives, functionalities, registration process, account credentials recovery, as well as the Authority's contact details for further assistance.

15. **Table 1** below provides the milestones to be achieved in the delivery of the audio visual tutorials.

Table 1: Deliverables for the Audio Visual Tutorials

Milestones	Description	Due date
Inception Report	<p>The Inception report should contain the following information as required in the Terms of Reference;</p> <ul style="list-style-type: none"> Objectives, goals of the assignment, Inventory of information and data to be collected; Detailed description of the methodology and tools to be used in carrying out the assignment; Interpretation of the consultant’s understanding of the Terms of Reference, main work processes and sources of information within the Authority; A detailed work plan identifying the team composition; Project implementation matrix The inception report shall be submitted to the project lead at the Authority, in Microsoft Word format 	The Consultant shall, within the first one (1) week of the award, present an Inception Report.
Draft Audio Visual Tutorials	<ul style="list-style-type: none"> The Draft audio visual tutorials shall contain the five (5) scripts and videos and any other relevant specifications provided by the Authority; The draft audio visual tutorials shall be submitted in the format as per the contract terms 	3 weeks’ after commencement of contract
Final Audio Visual Tutorials	These shall incorporate all the changes recommended by the Authority	2 weeks after receiving the comments from the Authority
Approval of the Final Audio Visual Tutorials (5)		1 week after receiving the agreed upon final tutorials.

F. Required Qualifications

16. It is expected to have the following expertise and experience:

a) Having undertaken at least 4 video production projects since 2017. Evidence of such videos shall be required.

b) The lead consultant is required to have the following key professional expertise staff:

-

Position	Minimum Expertise Required
Team Leader	<ul style="list-style-type: none">• Graduate in any relevant field with qualification in video production and animation;
	<ul style="list-style-type: none">• Prior work experience in audio visual production and animation;• 10 years of experience in creative interpretation of client briefs;• Evidence of 4 similar assignments from year 2017 to date; and• Good English communication and writing skills, are essential.

G. Authority's Support

The assignment will be coordinated by the Manager, Communications and External Relations in consultation with the designated Project Implementation Team. The Authority will provide the necessary administrative support to the Developer as and when needed.

SECTION VII - EVALUATION RESPONSE

Tenderers are advised that at this stage, the tenderer's submission will either be responsive or nonresponsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

(i) Preliminary Evaluation.

No.		Parameters / Requirements	Submitted / Not Submitted (Yes or No)
1		Copy of certificate of Registration/Incorporation	
2		Copy of Valid Tax Compliance certificate	
3		Copy of Valid Business Permit/Trade License	
4		Audited Financial Statements 2017, 2018 & 2019.	
5		Participation in the pre-bidders online meeting to understand the scope of work	
5		Duly filled, Signed and stamped Form of tender in the format provided	
6		Must Submit a Tender Security of Kshs. 50,000 valid for an additional thirty (30) days after the expiry of the tender validity period.	

7		Must submit a dully filled up Confidential Business Questionnaire in format provided	
8		Relevant skills, experience and knowledge in video production, Must provide details and reference letters of at least four (4) clients for a similar work done i.e. Undertaken at least 4 video production projects since 2017	
8		Submission of sample audio –visual tutorial (30-45 seconds long)	
10		Must complete, sign & Stamp the Self declaration that the bidder/person will not engage in any corrupt or fraudulent practice.	
11		Must complete, sign & Stamp the Self declaration that the bidder/person is not debarred in the matter of public procurement.	
12		The Bid documents must be bound & serialized.	
13		Bidders must submit an original and a copy of the bid document	

(ii) Technical Evaluation criteria

Bidders are required to fill in all the below forms for the technical evaluation.

S/N	Detailed Functional Specifications	Max. Score (%)
1.	Quality of technical approach and the proposed methodology	20
2.	Reputation, market position and track record of implementing similar projects	15
3.	Quality of the Sample audio-visual tutorial	35
4.	Total cost and value for money	20

5.	<p>The lead consultant/Team leader is required to have the following key professional expertise staff: -</p> <ul style="list-style-type: none"> • Graduate in any relevant field with qualification in video production and animation; • Prior work experience in audio visual production and animation; • 10 years of experience in creative interpretation of client briefs; • Evidence of 4 similar assignments from year 2017 to date; and • Good English communication and writing skills, are essential. 	10
	Total Marks	100

NB: To qualify for the financial evaluation a bidder must score at least 80% of the technical evaluation.

(iii) Financial evaluation

The financial evaluation will allocate the least –cost qualified bidder (i.e. the bidder with the lowest cost quotation among those who attain a score of at least 80% in the overall technical evaluation) with a maximum financial score of 20%. Other qualifying bidders will then have their financial scores reduced in proportion to their excess over minimum qualifying cost quotation.

The formula

$P_c = L_p/P \times 30$ shall be used where: P=Price, P_c =Percentage allocated, L_p = Lowest price quoted

(iv) Total proposal score

A total proposal score will then be ascribed to each qualifying bidder, as the sum of:

- Technical score 80%;and
- Financial score 20% as calculated above.

Finally, bidders will be ranked by total proposal score and the highest scoring bidder overall will be selected as the successful bidder. Where, the highest scoring bidder is unable to confirm availability of the work, the next highest combined scoring bidder will be selected as the successful bidder.

PRICE SCHEDULE:

Name of Tender: **PROVISION OF AUDIO-VISUAL TUTORIALS FOR ONLINE FILING OF MERGERS & ACQUISITIONS, ABUSE OF BUYER POWER, CONSUMER COMPLAINTS, EXEMPTION APPLICATIONS AND RESTRICTIVE TRADE PRACTICES COMPLAINTS**

Tender Number: CAK/TEND/004/2020-2021

Based on the information contained in the Description of Goods, Tenderers should provide a breakdown of costs in the format shown below.

NO	DESCRIPTION	QTY	UNIT PRICE	TAXES APPLICABLE	TOTAL PRICE
----	-------------	-----	------------	---------------------	----------------

1.	Provision Of Audio-Visual Tutorials For Online Filing Of Mergers &Acquisitions, Abuse Of Buyer Power, Consumer Complaints, Exemption Applications And Restrictive Trade Practices Complaints	Lot 1			
GRAND TOTAL inclusive of all Taxes (KSHS.)					

Signature and Rubber Stamp of tenderer

BIDDER’S EXPERIENCE REQUIREMENTS FORM

Give a list of **three (3)** reputable clients for whom they have offered similar assignments in the format below.

No.	Contact Information	Details
1	Name of company	
	Name of contact person	
	Designation	

	Telephone number	
	e-mail address	
	Site Location	
2	Name of company	
	Name of contact person	
	Designation	
	Telephone number	
	e-mail address	
	Site Location	
3	Name of company	
	Name of contact person	
	Designation	

Telephone number	
e-mail address	
Site Location	

SECTION VIII - STANDARD FORMS

Notes on the standard Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
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. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.
6. **Performance security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the CAK.
7. **Evaluation Response Forms** – These forms should be completed by the tenderer and submitted with the tender documents as it will be used for technical evaluation.
8. **Tenderers Experience Requirement Form** - This form should be completed by the tenderer and submitted with the tender documents as they will be used for evaluation.
9. **Self Declaration form** -self declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
10. **Self Declaration form**- self declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.

FORM OF TENDER

Date _____ Tender

No. CAK/TEND/004/2020-2021

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos. *[insert addenda numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned to **Provision of Audio-visual tutorials for Online filing of Mergers & Acquisitions, Abuse of buyer power, consumer complaints, exemption applications and restrictive trade practices complaints.**

in conformity with the said Tender documents for the sum *of* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.13 of the Appendix to Instructions to Tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws.

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the any tender you may receive. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

Dated this _____ day of _____ 20____. (Name)

[signature]

[in the capacity of] Duly authorized to sign

Tender for and on behalf of _____

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and[name of tenderer] of [city and country of tenderer](hereinafter called "the tenderer") of the other part. WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures] NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity) Signed,
sealed, delivered by _____ the _____ (for the tenderer) in the presence
of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

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

Branch

Part 2 (a) – Sole Proprietor

Your name in

full.....Age.....

Nationality.....Country of

Origin.....

Citizenship details

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1.
----	-------	-------	-------

2.

3.

4.

Part 2 (c) – Registered Company Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
------	-------------	---------------------	--------

1.

2.

3.

.....

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

REQUEST FOR REVIEW FORM FORM RB 1 REPUBLIC OF KENYA PUBLIC
PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO.....OF.....20..... BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

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

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

FORMAT OF TENDER SECURITY INSTRUMENT

Whereas [*Name of the tenderer*] (hereinafter called "the tenderer") has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that WE of [*Name of Insurance Company*] having our registered office at (hereinafter called "the Guarantor"), are bound unto [*Name of Procuring Entity*](hereinafter called "the Procuring Entity") in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Guarantor this ___ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers, Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - a) fails or refuses to execute the form of Agreement in accordance with the instructions to Tenderers, if required; **or**
 - b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

PERFORMANCE BANK/INSURANCE COMPANY GUARANTEE
[UNCONDITIONAL]

To

[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. [reference number of the contract] dated 20 to supply[description of goods] (hereinafter called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 20

Signed and seal of the Guarantors

[name of Bank/Insurance Company]

[address]

[date]

SELF

DECLARATION FORM

REPUBLIC OF KENYA

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) SELF
DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED
IN THE**

MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,of P.O. Box.....being a resident
of.....in the republic of.....do hereby make a
statement as follows:-

1. **THAT** I am the Company Secretary/ Chief Executive/ Managing Director/
Principal Officer/ Director of..... (insert name of the
Company) who is a Bidder in respect of **Tender No.**
for.....(insert tender title/description)
for..... (insert name of Procuring entity) and duly
authorized and competent to make this statement.

2. **THAT** the aforesaid Bidder, its Directors and subcontractors have not been
debarred from participating in procurement proceeding under Part IV of the Act.

3. **THAT** what is deposed to hereinabove is true to the best of my knowledge,
information and belief.

.....
.....

(Title)

(Signature)

(Date)

Bidder Official Stamp

SELF DECLARATION FORMS REPUBLIC OF KENYA

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,..... of P.O. Box.....being a resident of.....in the Republic of.....do hereby make a statement as follows:-

1. **THAT** I am the Company Secretary/ Chief Executive/ Managing Director/ Principal Officer/ Director of..... (insert name of the Company) who is a Bidder in respect of **Tender No.** for.....(insert tender title/description) for..... (insert name of Procuring entity) and duly authorized and competent to make this statement.
2. **THAT** the aforesaid Bidder, its servants and/or agents / subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity) which is the Procuring entity.
3. **THAT** the aforesaid Bidder, its servants and/or agents / subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (insert name of the Procuring entity).
4. **THAT** the aforesaid Bidder will not engage / has not engaged in any corrosive practice with other bidders participating in the subject tender.
5. **THAT** what is deposed to hereinabove is true to the best of my knowledge, information and belief.

.....

(Title)

Bidder Official Stamp

.....

(Signature)

.....

(Date)