



**REPUBLIC OF KENYA  
THE NATIONAL TREASURY AND PLANNING  
TREASURY BUILDING, HARAMBEE AVENUE  
PO BOX 30007 – 00100, NAIROBI, KENYA**

**TENDER**

**FOR**

**PROVISION OF OUTSIDE CATERING SERVICES**

**TENDER NO: TNT/009/2018 - 2019**

**CLOSING DATE: TUESDAY, 7<sup>TH</sup> AUGUST, 2018 AT 10.00 AM**

## SECTION I

## INVITATION TO TENDER



**REPUBLIC OF KENYA**  
**THE NATIONAL TREASURY AND PLANNING**  
**PROVISION OF OUTSIDE CATERING SERVICES**  
**TENDER NO: TNT/009/2018 – 2019**

The National Treasury invites tenders from eligible candidates for provision of outside catering services for a period of 12 months.

A complete set of tender documents may be downloaded by interested candidates free of charge at <http://treasury.go.ke> and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to [procurement@treasury.go.ke](mailto:procurement@treasury.go.ke).**

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to:-

**The Principal Secretary,  
The National Treasury,  
PO Box 30007 – 00100,  
Nairobi, Kenya**

and be deposited in the tender box provided at the Treasury Building, 6<sup>th</sup> Floor, Harambee Avenue, Nairobi, so as to be received on or before **Tuesday, 7<sup>th</sup> August, 2018 at 10.00 am**

Tenders will be opened immediately after the closing date and time in the presence of candidates or their representatives who choose to attend at the Conference Room on 6<sup>th</sup> Floor, Treasury Building, Harambee Avenue **on Tuesday, 7<sup>th</sup> August, 2018 at 10.00 am**

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES.**  
**FOR: PRINCIPAL SECRETARY**

## Table of Contents

<b>SECTION I</b>	<b>INVITATION TO TENDER</b>	<b>2</b>
<b>SECTION II</b>	<b>- INSTRUCTIONS TO TENDERERS</b>	<b>5</b>
2.1	Eligible Tenderers .....	5
2.2	Cost of Tendering.....	5
2.3	Contents of Tender Documents.....	5
2.4	Clarification of tender Documents .....	6
2.5	Amendment of tender Documents.....	6
2.6	Language of Tenders .....	6
2.7.	Documents Comprising the Tender.....	7
2.8.	Form of Tender.....	7
2.9.	Tender Prices.....	7
2.10.	Tender Currencies .....	7
2.11.	Tenderers Eligibility and Qualifications .....	7
2.12.	Tender Security .....	7
2.13.	Validity of Tenders.....	8
2.14.	Format and Signing of Tenders.....	8
2.15	Sealing and Marking of Tenders .....	9
2.16.	Deadline for Submission of Tenders .....	9
2.17.	Modification and Withdrawal of Tenders .....	9
2.18.	Opening of Tenders.....	10
2.19	Clarification of Tenders .....	10
2.20	Preliminary Examination and Responsiveness .....	10
2.21.	Conversion to single currency.....	11
2.22.	Evaluation and Comparison of Tenders .....	11
2.23.	Contacting the Procuring entity.....	12
2.24	Post-qualification .....	12
2.25	Award Criteria.....	12
2.26.	Procuring entity's right to accept or reject any or all tenders .....	13
2.27	Notification of Award .....	13
2.29	Signing of Contract .....	13
2.30	Performance Security .....	13
2.31	Corrupt or Fraudulent Practices .....	14
<b>SECTION III</b>	<b>GENERAL CONDITIONS OF CONTRACT</b>	<b>20</b>
3.1	Definitions .....	20
3.2	Application .....	20
3.3	Country of Origin .....	20
3.4	Standards .....	20
3.5	Use of Contract Documents and Information .....	20
3.6	Patent Rights .....	21
3.7	Performance Security .....	21
3.8	Inspection and Tests .....	21
3.9	Packing.....	22
3.10	Delivery and Documents.....	22
3.11	Insurance .....	22
3.12	Payment.....	22
3.13	Prices .....	22
3.14	Assignment.....	22

3.15	Subcontracts .....	23
3.16	Termination for default .....	23
3.17	Liquidated Damages .....	23
3.18	Resolution of Disputes .....	23
3.19	Language and Law .....	23
3.20	Force Majeure .....	24
<b>SECTION IV - SPECIAL CONDITIONS OF CONTRACT</b>		<b>25</b>
<b>SECTION V - SCHEDULE OF REQUIREMENTS</b>		<b>27</b>
<b>SECTION VI I- STANDARD FORMS</b>		<b>29</b>
7.1	FORM OF TENDER.....	30
7.2	CONTRACT FORM .....	31
7.3	CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM .....	32
7.4	PRICE SCHEDULE FORM .....	33
7.5	TENDER SECURITY FORM .....	36
7.6	TENDER-SECURING DECLARATION .....	37
7.7	PERFORMANCE SECURITY FORM .....	38
7.8	MANUFACTURERS AUTHORIZATION FORM .....	39
7.9	LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD .....	40
7.10	FORM RB 1 .....	41

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

### **2.1 Eligible Tenderers**

- 2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 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 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 the firm or any of its officials 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 purpose of this invitation to tender.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of Tendering**

- 2.2.1 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/=
- 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 documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of particulars of tender
  - (v) Form of Tender
  - (vi) Price Schedules
  - (vii) Contract Form

- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and particulars 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 tender Documents**

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives 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 candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

## **2.5 Amendment of tender 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 Tenders**

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**

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

## **2.8. Form of Tender**

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

## **2.9. Tender Prices**

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

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 2.20.5

## **2.10. Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

## **2.11. Tenderers Eligibility and Qualifications**

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 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.

2.11.2 The documentary evidence of the tenderer's 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 Appendix to Instructions to Tenderers.
- 2.12.2** The tender security shall be in the amount N/A
- 2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of
- a) Cash.
  - b) A bank guarantee.
  - c) Letter of credit.
- 2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5
- 2.12.6 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
- 2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30
- 2.12.8 The tender security may be forfeited:
- (a) if a tenderer withdraws its tender during the period of tender validity
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.29 or
    - (ii) to furnish performance security in accordance with paragraph 2.30
  - (c) If the tenderer rejects a correction of an arithmetic error in the tender.

## **2.13. Validity of Tenders**

- 2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 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 granting the request will not be required nor permitted to modify its tender.

## **2.14. Format and Signing of Tenders**

- 2.14.1 The tenderer shall prepare **an original and three 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 the three copies of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelopes shall be addressed to

**The Principal Secretary,  
The National Treasury  
P.O. Box 30007  
Nairobi**

bear tender number and name in the Invitation to Tender and the words, “DO NOT OPEN BEFORE **Tuesday, 7<sup>th</sup> August, 2018 at 10.00 am**”

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.16. Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **Tuesday, 7<sup>th</sup> August, 2018 at 10.00 am**
- 2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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 fax or email 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **Tuesday, 7<sup>th</sup> August, 2018 at 10.00 am** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.18.2 The tender's 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 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 of the tender 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 sureties 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 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 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.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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 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 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 2.22.3.

- (a) Operational plan proposed in the tender;

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

- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

- (a) Operational Plan

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

- (b) Deviation in payment schedule

- (i) Tenderers shall state their tender price for the payment on 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.

2.22.4 Preference where allowed in the evaluation of tenders shall not exceed 15%.

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

### **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 Post-qualification**

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer 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 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

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

### **2.25 Award Criteria**

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and qualified to perform the contract satisfactorily.

2.25.2 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.

## **2.26. Procuring entity's right to accept or reject any or all tenders**

- 2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 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.
- 2.26.3 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.

## **2.27 Notification of Award**

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.29 Signing of Contract**

- 2.29.1 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.
- 2.29.2 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.
- 2.29.3 The contract will be definitive upon its signature by the two parties.
- 2.29.4 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.

## **2.30 Performance Security**

- 2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

### **2.31 Corrupt or Fraudulent Practices**

2.31.1 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.

2.31.2 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

2.31.3 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 TENDERERS**

### **Notes to the Appendix to the Instructions to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the Instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the particulars of the tender, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Section II to be incorporated.
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the particulars of the tender to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix to Instructions to Tenderers.
5. Clauses to be included in this part must be consistent with the public procurement law and regulations.

## Appendix to instructions to Tenderers

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

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	All tenderers are eligible: Eligible bidders
2.4.1	<p>The address for requesting clarification is:</p> <p><b>The Principal Secretary</b>  <b>The National Treasury</b>  <b>Harambee Avenue</b>  <b>6<sup>TH</sup> floor, room 619</b>  <b>P.O.Box 30007,</b>  <b>Nairobi</b>  <b>Tel: +254 – 20 – 2252299</b></p>
2.6.1	The Language of all correspondence and documents related to the Tender is: <b>English</b>
2.9.3	The prices shall be <b>FIXED</b>
	Alternative Tenders to the requirements of the Tender documents will <b>Not be permitted</b>
2.10.1	Prices shall be quoted in <b>Kenya Shillings</b>
2.11.2	<p>Specify the evidence and information required.</p> <ul style="list-style-type: none"> <li>• <b>Copy of Certificate of Incorporation or Registration.</b></li> <li>• <b>Copy of valid Tax Compliance Certificate.</b></li> <li>• <b>Copies of PIN &amp; VAT certificates.</b></li> </ul>
2.12.2	The Tender Security shall be; <b>N/A</b>
2.13.1	The Tender validity period shall be <b>120 days.</b>
2.14.1	The number of copies of the Tender to be completed and returned shall be: <b>One (1) original and three (3) copies.</b>
2.16.1	<p>Tender shall be submitted to</p> <p><b>The Principal Secretary,</b>  <b>The National Treasury</b>  <b>Harambee Avenue</b>  <b>6<sup>TH</sup> floor, room 619</b>  <b>P.O. Box 30007,</b>  <b>Nairobi</b></p> <p><b>The deadline for bid submission is:</b>  <b>Date: Tuesday, 7<sup>th</sup> August, 2018</b>  <b>Time:10.00am local time</b></p>
2.18.1	<p>The Tender opening shall take place at:</p> <p><b>The National Treasury</b>  <b>Harambee Avenue, Nairobi – Kenya</b>  <b>6<sup>th</sup> Floor Conference Room,</b>  <b>Date: Tuesday, 7<sup>th</sup> August, 2018</b>  <b>Time: 10.00am local time.</b></p>



2.20.1	<p><b>Preliminary Examination:</b></p> <p>The preliminary evaluation criteria will be as below:-</p> <p><b>Mandatory requirements:</b></p> <ul style="list-style-type: none"> <li>• Business Registration Certificate/ Certificate of Incorporation.</li> <li>• Valid Tax Compliance Certificate</li> <li>• Duly completed, signed stamped confidential business questionnaire</li> <li>• Duly filled, signed and stamped price schedule</li> <li>• The original must include the Procurement Entity’s original tender document duly filled, each page numbered and initialed including all the attachments thereof. The same to be done with the copies.</li> </ul> <p><b><i>AT THIS STAGE, THE TENDERER’S SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER.</i></b></p>																												
2.22.1	<p><b>Evaluation and Comparison of Tenders:</b></p> <table border="1" data-bbox="383 827 1492 1966"> <thead> <tr> <th data-bbox="383 827 456 864">No</th> <th data-bbox="456 827 951 864">Description of Criteria</th> <th data-bbox="951 827 1274 864">Weighting Scores</th> <th data-bbox="1274 827 1492 864">Max Scores</th> </tr> </thead> <tbody> <tr> <td data-bbox="383 864 456 978">1.</td> <td data-bbox="456 864 951 978">To be in existence for the last 5 years</td> <td data-bbox="951 864 1274 978">1 mark per year</td> <td data-bbox="1274 864 1492 978">5</td> </tr> <tr> <td data-bbox="383 978 456 1386">2.</td> <td data-bbox="456 978 951 1386">Provide a list of 5 clients and references to which the company has done similar outside catering services in the last 3 years -</td> <td data-bbox="951 978 1274 1386">           5 clients with recommendation letters from the clients – 2 marks each             Less than 5 clients – 1 mark each             List of clients with out letters – 0.5 marks each         </td> <td data-bbox="1274 978 1492 1386">10</td> </tr> <tr> <td data-bbox="383 1386 456 1500">3.</td> <td data-bbox="456 1386 951 1500">Submit copy of NSSF Compliance Certificate or Evidence of Registration</td> <td data-bbox="951 1386 1274 1500">5 marks</td> <td data-bbox="1274 1386 1492 1500">5</td> </tr> <tr> <td data-bbox="383 1500 456 1647">4.</td> <td data-bbox="456 1500 951 1647">Submit Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions</td> <td data-bbox="951 1500 1274 1647">5 marks</td> <td data-bbox="1274 1500 1492 1647">5</td> </tr> <tr> <td data-bbox="383 1647 456 1761">5.</td> <td data-bbox="456 1647 951 1761">Registration with relevant hotel and/or restaurant body - Provide evidence</td> <td data-bbox="951 1647 1274 1761">2 marks</td> <td data-bbox="1274 1647 1492 1761">5</td> </tr> <tr> <td data-bbox="383 1761 456 1966">6.</td> <td data-bbox="456 1761 951 1966">Please indicate minimum time required to deliver food after notice.</td> <td data-bbox="951 1761 1274 1966">           Two hours and below – 10 marks            • Three hours – 8 marks            • Four Hours – 6 marks         </td> <td data-bbox="1274 1761 1492 1966">10</td> </tr> </tbody> </table>	No	Description of Criteria	Weighting Scores	Max Scores	1.	To be in existence for the last 5 years	1 mark per year	5	2.	Provide a list of 5 clients and references to which the company has done similar outside catering services in the last 3 years -	5 clients with recommendation letters from the clients – 2 marks each  Less than 5 clients – 1 mark each  List of clients with out letters – 0.5 marks each	10	3.	Submit copy of NSSF Compliance Certificate or Evidence of Registration	5 marks	5	4.	Submit Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions	5 marks	5	5.	Registration with relevant hotel and/or restaurant body - Provide evidence	2 marks	5	6.	Please indicate minimum time required to deliver food after notice.	Two hours and below – 10 marks • Three hours – 8 marks • Four Hours – 6 marks	10
No	Description of Criteria	Weighting Scores	Max Scores																										
1.	To be in existence for the last 5 years	1 mark per year	5																										
2.	Provide a list of 5 clients and references to which the company has done similar outside catering services in the last 3 years -	5 clients with recommendation letters from the clients – 2 marks each  Less than 5 clients – 1 mark each  List of clients with out letters – 0.5 marks each	10																										
3.	Submit copy of NSSF Compliance Certificate or Evidence of Registration	5 marks	5																										
4.	Submit Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions	5 marks	5																										
5.	Registration with relevant hotel and/or restaurant body - Provide evidence	2 marks	5																										
6.	Please indicate minimum time required to deliver food after notice.	Two hours and below – 10 marks • Three hours – 8 marks • Four Hours – 6 marks	10																										

		• Five Hours and above – 4 marks	
7.	Financial Strength Provide audited accounts for the last two years	<ul style="list-style-type: none"> <li>• Two years audited accounts - 10 marks</li> <li>• One year audited accounts – 5 marks</li> </ul>	10
8.	Provide Details of any relevant certifications and/or accreditations by principals or accreditation bodies and attach copies of such certification. Such certification may be for your company or for your individual staff as relevant to the work they do and the key skills for the services required.	Details of 4 certifications and/or accreditation with proof – 2 marks each	5
9.	Health and Safety:- • Does you firm have a documented Health and Policy Document – Attach evidence  • Does the firm comply with public health requirements on medical health examinations (attach last certificates for at least 2 chefs and 3 support staff)	<ul style="list-style-type: none"> <li>• Health Policy with evidence – 3 marks</li> <li>• Public health requirements on medical health examinations - 2 chefs and above – 4 marks and 1chef – 2 marks.  - 3 support staff and above - 3 marks, 2 support staff – 2 marks and 1 support staff – 1 mark</li> </ul>	10
10.	Physical Facilities • Provide details of physical address and contacts – attach evidence  • Provide details of catering equipment and other resources related to the procurement  • Details of vehicles owned to transport the food. Attaché copies of log book(s) or evidence of ownership	<p>Details of physical address and contacts with copy of title or lease documents with latest utility bill – 4 marks</p> <p>Details of catering equipment including cutlery – 4marks</p> <p>Vehicle(s) for transport with evidence of logbook</p>	10

		or evidence of ownership – 2 Marks	
	<b>TOTALS SCORE</b>		75
<b>NOTE: Only bidders who score 50% and above will be subjected to financial evaluation. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered further.</b>			
2.24	<b>Post – qualification shall “be undertaken” yes</b>		
2.25.1	<b>Award Criteria: The lowest evaluated bidder</b>		
	The maximum percentage by which quantities may be increased is : <b>N/A</b> The maximum percentage by which quantities may be decreased is: <b>N/A</b>		
2.30.1	Particulars of performance security if applicable.- <b>N/A</b>		

## **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 Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” 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 Procuring entity 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 Procuring entity’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 Procuring entity 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 Procuring entity’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 Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

3.6.1 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 Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 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.

3.7.3 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 bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 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 obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

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

3.8.2 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 Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.8.4 The Procuring entity'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 Procuring entity 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 Procuring entity 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 Procuring entity 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 procuring entity 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 Procuring entity's prior written consent

### **3.15 Subcontracts**

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

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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity 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 procuring entity 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 procuring entity 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 its 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**

1. The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract
2. 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 procuring entity and the particulars of the tender. 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 particulars of the tender must also be incorporated.
3. Section III should remain unchanged and can only be amended through the SCC Section IV.
4. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable: <b>N/A</b>
3.8	Payments will be made on monthly basis after the services have been rendered.
3.9	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes: <b>Arbitration</b>
3.17	Specify applicable law. <b>Laws of Kenya</b>
3.18	Notices shall be addressed and delivered to: <b>The Principal Secretary</b> <b>The National Treasury</b> <b>Treasury Building,</b> <b>Harambee Avenue</b> <b>P.O. Box 30007 – 00100</b> <b>Nairobi</b>

### Other conditions

- The prices quoted should be valid for 12 months
- Orders will be given as and when required

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **Services Required**

The National Treasury intends to contract outside catering services for a period of one year renewable for an additional year subject to satisfactory performance.

The services required include:-

- 1) Daily Office Tea
- 2) Tea and snacks during meetings on need basis
- 3) Plate of lunch on need basis
- 4) Buffet Lunch during meetings on need basis
- 5) The caterer shall on request and at no additional labour charge provide food, beverages and waiting services for functions held by The National Treasury. The waiting services shall be at no extra cost

### **Caterer's General Undertaking and understanding**

During the subsistence of any agreement resulting from this tender, the caterer will comply with all the obligations of the agreement, without limitation and will observe the best business, hygiene and culinary practices. Furthermore, the caterer and its employees will at all times promote and uphold the good name of The National Treasury.

The service provider shall not be insolvent, in receivership, bankrupt or being wound up, their business activities should not be suspended, and they should not be the subject of legal proceedings for the foregoing. They must prove that they have fulfilled their obligations to pay taxes and social security obligations, and for the purpose, documentary evidence to be provided.

### **Caterer's Warranty on the Quality of Services**

The Supplier warrants that the Services shall be performed:

- By appropriately qualified and trained personnel
- With due care and diligence
- To such high standard of quality consistent with applicable industry standards and as it is reasonable for The National Treasury to expect in all circumstances

### **Operational Responsibilities;**

Subject to the terms and conditions of any Agreement resulting from this tender and any other instructions that may be communicated to the Caterer by The National Treasury, the caterer shall have the following operational responsibilities:-

- To ensure a high standard of work, dress and behaviour of the staff
- To provide the employees with appropriate uniforms including in the case of kitchen staff headwear to be worn at all times while on duty
- To comply with all laws, by-laws or regulations from time to time in force and governing the operation of their business and employment of the staff

- Deploy such number of qualified persons (“staff”) as are required to the satisfaction of The National Treasury
- The staff shall at all times be employees of the caterer who shall be liable to such staff for their wages, salaries, allowances etc.
- The caterer shall ensure full compliance with all food hygiene, health and safety related by-laws and regulations and place restriction on the employment and deployment of any person likely to spread disease.
- The caterer shall ensure that at all times good personal hygiene, discipline and courtesy are maintained by the staff. The caterer shall conduct or facilitate access to regular training for staff to ensure that the highest standards of service and discipline are maintained.
- If at any time The National Treasury is not satisfied with the work product of, or work ethic of any staff member it shall notify the caterer of its disapproval and the caterer shall immediately withdraw such staff member and replace him/her with a qualified and disciplined person

## SECTION VI I- STANDARD FORMS

### Notes on the sample Forms

1. **Form of Tender** - The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. **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 documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.
6. **Performance security Form** - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. **Authorization Form** - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the principal where the tenderer is an agent.

**7.1 FORM OF TENDER**

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

To: \_\_\_\_\_  
\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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

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

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

4. We agree to 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 that you may receive.

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

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

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

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

## 7.2 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 the GPA cover and has accepted a tender by the tenderer for the supply of the services in the sum of \_\_\_\_\_ [contract price in words in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
  - (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 GPA cover 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 services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

**7.3 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

*Part 1 – General:*

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 .....
<ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>• .....</li> </ul>	

Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Part 2 (c) – Registered Company			
Private or Public .....			
State the nominal and issued capital of company-			
Nominal Kshs. ....			
Issued Kshs. ....			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
5. ....	.....	.....	.....

Date .....	Seal/Signature of Candidate .....
------------	-----------------------------------



#### 7.4 PRICE SCHEDULE FORM

S/No	Item	Description	Unit Cost
	Tea/ Coffee/ Chocolate/ Milo and Snacks on need basis during meetings	<b>Hot Drinks</b>	
		Tea	
		Coffee	
		Chocolate	
		Milo	
		b) Assorted Snacks	
		Samosa	
		Sausages	
		Mandazi	
		Piece of cake	
		Ndazi	
		Nduma	
		Boiled Maize	
		Vegetable sausage rolls	
	Lunch	Buffet Lunch on need basis during meetings	
		<b>Rice served with:</b>	
		Chicken Kienyeji boil	
		Chicken Fried broiler	
		Chicken wings	
		Lamb Chops	
		Pork Chops	
		Beef	
		Liver	
		Mutton (goat) meat	
		<b>Ugali served with;</b>	
		Chicken Kienyeji boil	
		Chicken Fried broiler	
		Chicken wings	
		Lamp Chops	
		Pork Chops	
Beef			

S/No	Item	Description	Unit Cost
		Liver	
		Mutton (goat) meat	
		<b>Mukimo served with:</b>	
		Chicken Kienyeji boil	
		Chicken Fried broiler	
		Chicken wings	
		Lamb Chops	
		Pork Chops	
		Beef	
		Liver	
		Mutton (goat) meat	
		<b>Rosted Potatos served with:</b>	
		Chicken Kienyeji boil	
		Chicken Fried broiler	
		Chicken wings	
		Lamb Chops	
		Pork Chops	
		Beef	
		Liver	
		Mutton (goat) meat	
		<b>Chapati – White served with:</b>	
		Chicken Kienyeji boil	
		Chicken Fried broiler	
		Chicken wings	
		Lamb Chops	
		Pork Chops	
		Beef	
		Liver	
		Mutton (goat) meat	
		<b>Chapati Brown served with:</b>	
		Chicken Kienyeji boil	
		Chicken Fried broiler	
		Chicken wings	
		Lamb Chops	
		Pork Chops	

S/No	Item	Description	Unit Cost
		Beef	
		Liver	
		Mutton (goat) meat	
		<b>Chips served with:</b>	
		Chicken Kienyeji boil	
		Chicken Fried Broiler	
		Chicken wings	
		Lamb Chops	
		Pork Chops	
		Beef	
		Liver	
		Mutton (goat) meat	
		Assorted vegetables including traditional vegetables	
		Assorted Fruits	
		Fruit salad per bowl	
	Water	Refilling water Dispensers with pure natural mineral water (18.9 litres)	

**Orders will be given as and when goods are required.**

**Prices should be inclusive of 16% VAT**

**Bidders to provide prices for each item as indicated in the price schedule. Failure to do so will lead to automatic disqualification. Even where the services are offered as a package, prices for constituent items must be disclosed.**

**Prices quoted should be valid for twelve (12 No.) months and be inclusive of delivery to Treasury Building, Harambee Avenue and any other premises of The National Treasury within Nairobi area.**

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

TENDERER.....

SIGNATURE.....

DATE.....

**7.5 TENDER SECURITY FORM**

Whereas ..... [*name of the tenderer*]  
(hereinafter called “the tenderer”) has submitted its tender dated ..... [*date of submission of tender*] for the supply, installation and commissioning of ..... [*name and/or description of the equipment*]  
(hereinafter called “the Tender”) ..... KNOW ALL PEOPLE by these presents that WE ..... of ..... having our registered office at ..... (hereinafter called “the Bank”), are bound unto ..... [*name of Procuring entity*] (hereinafter called “the Procuring entity”) in the sum of ..... for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

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

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

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

\_\_\_\_\_  
*[signature of the bank]*

## 7.6 TENDER-SECURING DECLARATION

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

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

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
  - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet; or
  - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged partners as named in the letter of intent.

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 bid for and on behalf of: *[insert complete name of Bidder]*

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

**7.7 PERFORMANCE SECURITY FORM**

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 guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**7.8 MANUFACTURERS AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....

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

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

\_\_\_\_\_  
*[Signature for and on behalf of the principal]*

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

**7.9 LETTER OF ACCEPTANCE/NOTIFICATION OF AWARD**

*[to be printed on the Letterhead of the Procuring Entity]*

*[date]*

To: *[name and address of the Supplier]*

**Re: Letter of Acceptance/Notification of Award**

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data Sheet]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us and it is our intention to proceed to make a written contract in accordance with the terms specified in the tender documents on the expiry of fourteen (14) days period from the date of this notification.

The contract shall be signed by the parties within 30 days from the date of this letter but not earlier than 14 days from the date of the letter.

Yours

**(Name of Accounting Officer)**  
**Accounting Officer/Head of Procuring Entity**

Please return a copy of this letter duly signed

Authorized Signature and Seal: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Tenderers: \_\_\_\_\_



**7.10 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 of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary