



## **PROVISION OF CATERING SERVICES**

**TENDER NO  
KEBS/T009/2020/2021**

**Tel: +254 20 605490**  
**Fax: +254 20 609660**  
**Email: [info@kebs.org](mailto:info@kebs.org)**  
**Website: [www.kebs.org](http://www.kebs.org)**

**SECTION A: INVITATION TO TENDER**

**TENDER NO. KEBS/T009/2020/2021**  
**PROVISION OF CATERING SERVICES**  
**(YOUTH WOMEN AND PERSONS WITH DISABILITIES ONLY)**

The Kenya Bureau of Standards (**KEBS**) invites sealed bids from eligible firms for Provision of Catering Services.

Tender documents detailing the requirements may be obtained from the **Procurement Office, KEBS Centre, Popo Road, Off Mombasa Road, Behind Bellevue Cinema Nairobi**, on normal working days **between 9.00 a.m and 4.00p.m upon payment of a non-refundable fee** of 1,000 as indicated in the tender document, the amount is payable in cash or bankers' cheque **or be downloaded free from KEBS website: [www.kebs.org](http://www.kebs.org)**

Completed tender documents in plain sealed envelopes clearly marked **“KEBS/T009/2020/2021- PROVISION OF CATERING SERVICES** should be addressed and delivered to:

**THE MANAGING DIRECTOR,  
KENYA BUREAU OF STANDARDS,  
P.O. BOX 54974 – 00200  
POPO ROAD OFF MOMBASA ROAD  
NAIROBI.**

Or be deposited in the Tender Box at the **Main Reception** marked **“TENDER BOX”** so as be received on or before **10.00 a.m.** (East Africa Time) on **Tuesday 22<sup>nd</sup> December 2020**

Duly completed **Tender -Securing Declaration Form** (MUST be filled, signed and stamped by authorized signatory).

Tenders will be opened immediately thereafter in the presence of the Tenderers or their representatives who choose to attend at the **Administration Block Conference Room, KEBS headquarters Nairobi.**

**NB: Reserved for Youth, Women and Persons with Disabilities**

**MANAGING DIRECTOR**

## SECTION II: INSTRUCTIONS TO TENDERERS

### 2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all **Youth, Women and Persons with Disabilities** 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.

### 2.2 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 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.

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form

- x) Performance security form
- xi) Tender -Securing Declaration Form

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

## 2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender 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 paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Duly completed Tender -Securing Declaration Form (MUST be filled, signed and stamped by authorized signatory) with Clause 2.12
- (d) Confidential business questionnaire (MUST be filled, signed and stamped by authorized signatory)

## 2.8 Form of Tender

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

## 2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months).
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 25% 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 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 -Securing Declaration Form specified in the Invitation to tender.

2.12.2. Fill in The Attached: Tender -Securing Declaration Form (MUST be filled, signed and stamped by authorized signatory)

2.12.2 The Tender -Securing Declaration Form is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture.

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

## 2.13 **Validity of Tenders**

2.13.1 Tenders shall remain valid for **180 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 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.

## 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 unamended 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 22<sup>nd</sup> December 2020 at 10:00 a.m.**”

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 not later **Tuesday 22<sup>nd</sup> December 2020 at 10:00 a.m.**”

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

## 2.17 **Modification and withdrawal of tenders**

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



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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form.

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, on **Tuesday 22<sup>nd</sup> December 2020 at 10:00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

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

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

## **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 lead to tender rejection.

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 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

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

## **2.22 Evaluation and comparison of tenders.**

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

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

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

(a) Operational plan proposed in the tender;

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

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

**(a) Operational Plan.**

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

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

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

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

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

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

- (d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

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

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

## **2.24 Award of Contract**

### **a) Post qualification**

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

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

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

### **b) Award Criteria**

2.24.3 The Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

## **2.25 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. 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 31, the Procuring entity will promptly notify each unsuccessful Tenderer

## **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 of a fixed amount of Ksh 50,000.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.27.1 these shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security declaration form, in which event the Procuring entity may make the award to the next lowest evaluated 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.

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 Tenderers

The following information for the procurement of catering services shall complement, supplement, or amend, the provisions on 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.

Instruction to tender reference	<i>instructions to tenderers</i>
2.1	<b>Eligible tenderers</b> This Invitation to tender is open to all <b>Youth, Women and Persons with Disabilities</b> <i>with registered companies in Kenya and they should be Kenyan citizens only.</i>
2.2	<b>Cost of tendering</b> Price for the Hard Copy of the Tender document will be charged Kshs.1000.00. soft copies downloaded will be issued free of charge from KEBS website at <a href="http://www.kebs.org">www.kebs.org</a> 2.3 Clarification of tender document A prospective tenderer requiring any clarification of the tender document may notify KEBS in writing through; <a href="mailto:procurement@kebs.org">procurement@kebs.org</a> <a href="mailto:info@kebs.org">info@kebs.org</a> <a href="mailto:saleria@kebs.org">saleria@kebs.org</a>
2.19	<b>Clarification of tender document</b> A prospective tenderer requiring any clarification of the tender document may notify KEBS in writing through <a href="mailto:procurement@kebs.org">procurement@kebs.org</a> <a href="mailto:saleria@kebs.org">saleria@kebs.org</a> Clarification of tenders requested by the tenderer must be received by KEBS not later than seven (7) days prior to the deadline for closing of tenders.  KEBS shall reply to any clarifications sought by the tenderer within three (3) working days excluding weekends of receiving the request to enable the tenderer to make timely submission of its tender.
2.10	Tender Currencies Prices shall be quoted in Kenya Shillings.
2.12	<b>Tender Security</b> Duly completed <b>Tender -Securing Declaration Form</b> (MUST be filled, signed and stamped by authorized signatory).
2.13	<b>Validity of Tenders</b> The period of tender validity will be <b>180</b> days from the date of opening of the tender.
2.14	<b>Format and Signing of Tenders</b> Bidders Must submit One (1) original and one (1) Copy. 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.
2.15	<b>Sealing and Marking of Tenders</b> The tender document shall be properly bound and paginated (each page of the tender submission must have a number and the numbers must be in chronological order), seal and submit two copies (one original and one copy) of the tender, clearly marking each “Original Tender” and “Copy of Tender,” as appropriate. The two shall then be sealed in an outer envelope marked with the words “Do Not Open Before” on or before <b>Tuesday 22<sup>nd</sup> December 2020 at 1000hrs (East Africa Time).</b>
2.22	<b>EVALUATION AND COMPARISON OF TENDERS</b> The evaluation shall be carried out in three (3) stages <ul style="list-style-type: none"> <li>i. Preliminary Evaluation</li> <li>ii. Technical Evaluation and</li> <li>iii. Financial Evaluation</li> </ul> Preliminary evaluation shall be based on mandatory requirements and Technical Evaluation shall be rated. For Financial Evaluation the tender with the lowest evaluated price that meets all the requirements shall be considered for award of the contract subject to post qualification.
2.24.1	<b>Post qualification</b> Pursuant to Section 83 of PPAD ACT, 2015, KEBS may conduct post qualification (due diligence) to 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
2.24.3	<b>Award of tender</b> Subject to submission of the Performance Security, KEBS will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the tender with the lowest evaluated price, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily
2.27	<b>Performance Security</b> The amount of Performance Security shall be KES.50,000.00
2.25	<b>Award Criteria</b> <i><b>This is a single award tender where the tender shall be awarded to the lowest evaluated bidder so long as the bidder has passed both the mandatory/preliminary and the technical requirements.</b></i>



1	<b>Form of Tender</b> All bidders must visit and view the premises before quoting on <b>Tuesday 15<sup>th</sup> December, 2020 at 3:00pm</b>
---	---

The Criteria for The Evaluation Shall Be Preliminary, Technical and Financial

### A) Preliminary Evaluation

Instructions to Tenderers	Particulars of appendix to instructions to tenderers	Indicate page submitted in the tender document
2.1	The tender is for Youth, Women and Persons with disabilities.	
2.11	Your proposal should be submitted with the following information: - A) <b><u>Mandatory Documents:</u></b>	
	i) Submit 1 <b>(one) Original and 1 (one)</b> copy of the tender document	
	ii) Validity of tenders: Tenders shall remain valid for 120 days after date of tender opening.	
	iii) Bidding documents must be paginated. All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2, 3. n ) w h e r e n is the last page	
	iv) Certificate of Registration/Incorporation	
	v) Valid AGPO Registered with Treasury for Youth/Women/Persons with Disabilities	
	vi) Valid Tax Compliance certificate from Kenya Revenue	
	vii) Valid Single Business Permit from a Local Authority	
	viii) Duly completed Confidential Business Questionnaire. MUST be filled, signed and stamped by authorized signatory)	
	ix) Experience in providing catering service. Attach the names, addresses and contact details. <b>(Use form 8);</b>	

x) Duly signed qualifications and experience of key management and technical personnel proposed for the assignment. Attach list of resume for eight personnel.	
xi) NHIF and NSSF certificates	
xii) Certificate of workplace registration from DOSHS	
xiii) Valid Insurance cover from WIBA for all staff	
xiv) Compliance with OSHA Act, 2007 (attach current approved Safety audit report from DOSHS	
xv) Provide public health certificates for all staff	
xvi) Form of Tender must be filled signed and stamped by authorized signatory.	
xvii) Duly completed Tender -Securing Declaration Form (MUST be filled, signed and stamped by authorized signatory)	

### B) Technical Evaluation

2.24.3	<p><b>B) Technical Evaluation</b></p> <p>This will be based on the technical proposal submitted in accordance with the forms provided and the following criteria shall be used: -</p> <p>Total Technical Score: <u>100 Marks</u></p> <p><b>Weightage:</b> The minimum qualifying mark for technical is 70%.</p> <p>Bids that score equal or above 70% in the Technical evaluation stage will proceed to Financial evaluation stage. Bids that score less than 70% shall be treated as non-responsive and will be disqualified from further evaluation.</p>		
	<b>Category &amp; Criteria</b>	<b>Maximum Score</b>	<b>Indicate page submitted in the tender document</b>
	(a) Firm's proof ownership/lease of premises, hotel/café/Restaurant provide lease agreement	5	

	(b) Firm's experience in catering services <input type="checkbox"/> 1 to 2 years – 3 marks <input type="checkbox"/> 3 to 4 years – 8 marks <input type="checkbox"/> 5 and above – 10 marks	10	
	(c) Demonstrate ability to provide catering services and staff tea to 700 staff (Attach payroll).	5	
	(d) Staff competences. Attach qualifications for Management and Technical staff <input type="checkbox"/> Diploma from Utalii College or recognized institutions for rest of staff (e.g. chefs, cooks, waiters) – 5 marks <input type="checkbox"/> Degree qualification for manager and supervisor -5 marks	10	
	(e) Certificate of good conduct for staff	4	
	(f) At least three Reference letters where a similar assignment has been offered <input type="checkbox"/> 1 to 2 clients – 5 marks <input type="checkbox"/> 3 clients – 8 marks <input type="checkbox"/> Above 3 Clients -10 marks	10	
	(g) Proof of Public health certificates on medical health examinations for the staff and the premises.	5	

	(h) Proof of insurance cover for personnel. (Attach certified copies)	3	
	(i) Firm's proof of ownership of necessary equipment to undertake the assignment (list all the equipment under consideration)	10	
	(j) Registration to HACCP/ISO 22000:2005 KS 2181 part 7:2010	4	

k) Certificate of Registration/Incorporation	2	
l) Valid Tax Compliance certificate from Kenya Revenue Authority	2	
m) Valid Single Business Permit from a Local Authority	2	
n) Duly completed Confidential Business Questionnaire (MUST be filled and signed by authorized signatory)	2	
o) Clearance certificate from OSHA	2	
p) Compliance to OSHA Act (report from DOSH)	2	
q) Proof NHIF certificate	2	
r) Proof NSSF certificate	2	
s) Methodologies of assignment	3	
t) Must demonstrate ability to provide modern cutlery and prepare different menus (canteen):  a) Normal dishes – 2 b) Vegetarian – 2 c) Fruits – 2 d) Provision of modern cutlery - 2 e) Provision of pots that keep foods hot – 2 f) Provision of modern Tea/water flasks that can retain heat - 2	12	
u) Must demonstrate ability to provide staff with PPEs and uniforms	3	
<b>TOTAL SCORE</b>		<b>100</b>

Price Variation	<p><b>C) Financial Evaluation</b></p> <p>Financial Evaluation Criteria shall be as below: -</p> <ul style="list-style-type: none"> <li>a) Confirmation of the authenticity and sufficiency of the Submitted Bid Declaration form.</li> <li>b) Confirmation of and considering Price Schedule Duly completed and signed.</li> <li>c) Checking that the Tenderer has quoted prices based on all costs including duties and taxes.</li> <li>d) Conducting a financial comparison</li> <li>e) Taking into account the cost of any deviation(s) from the tender requirements,</li> </ul>
	<p><b>D) Due Diligence</b></p> <p>NB; The evaluation committee will visit the premises of the bidder whose bid will be responsive to verify and ascertain the information given in the tender documents.</p> <p>The unit price will remain firm for a period of one year. In the event of the need for price variation within the contract period it will be based on the prevailing consumer price index obtained from Central Bureau of Statistics or the monthly inflation rate issued by the Central Bank of Kenya.</p>

**SECTION III GENERAL CONDITIONS OF CONTRACT**

TABLE OF CONTENTS			Page
3.1	Definitions	-	21
3.2	Application	-	21
3.3	Standards	-	21
3.4	Use of contract documents and information		
3.5	Patent Rights	-	21
3.6	Performance security	-	21
3.7	Inspections and tests	-	22
3.8	Payment	-	22
3.9	Prices	-	23
3.10	Assignment	-	23
3.11	Termination for default	-	23
3.12	Termination for insolvency	-	23
3.13	Termination for convenience	-	24
3.14	Resolution of disputes	-	24
3.15	Governing language	-	24
3.16	Force majeure	-	24
3.17	Applicable law	-	24
3.18	Notices	-	24

## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

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

### 3.2 Application

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

### 3.3 Standards

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

### 3.5 Patent Right's

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

### 3.6 Performance Security

Performance security shall be kshs150,000.00

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

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

a) A bank guarantee.

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

### 3.7 **Inspections and Tests**

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

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

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

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

### 3.8 **Payment**

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



### 3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be.

### 3.10 Assignment

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

### 3.10 **Termination for Default**

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.

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

### 3.12 **Termination of insolvency**

The procuring entity may at the 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.

### **3.13 Termination for convenience**

- 3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

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

If after thirty (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.

### **3.15 Governing Language**

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

### **3.16 Force Majeure**

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

### **3.17 Applicable Law.**

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

### **3.18 Notices**

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

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

**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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.6	Performance security in the format provided in the standard document equivalent to a fixed amount of Ksh. 50,000 and shall be valid for a period of two year from the time of contract commencement.
3.8	Payment will be made 30days after satisfactory services has been rendered and confirmed
3.14	The dispute resolution will be referred to the Chartered Institute of Arbitrators.
3.18	P.O. BOX 54974 – 00200 POPO ROAD OFF MOMBASA ROAD NAIROBI.
Other conditions	The contractor shall maintain a suitable insurance Cover to cushion against damage/loss of any equipment while being serviced at KEBS and also against fire and burglary for any equipment that might be taken to the contractor's site for further repairs.

## SECTION V – DESCRIPTION OF SERVICES

### 1.0 BACKGROUND

KEBS is a statutory body of government established under the Standards Act Cap 496 of the Laws of Kenya provide internationally recognized Standards, Measurements and Conformity Assessment solutions that meet Kenya's evolving economic, social and environmental needs.

### 2.0 OBJECTIVES

KEBS intends to contract outside catering services for a **period of 2 years**. The service provider will be required to pay **two months deposits on rental charges upfront** and consistent payment of rental charges on monthly basis including **water** and **electricity**.

- i. Tea and Assortment of snacks during meetings and on as when required basis. (**Morning or Afternoon service**)
- ii. ii. Lunch for meetings and trainings when required basis.
- iii. Lunch for staff as per the price schedule.

### 3.0 SCOPE OF SERVICES

The catering services will include the following:

- a. Snacks on as and when required basis shall be served during meetings. This is to include Assorted Snacks – This is to include Assorted Snacks – Minimum; i) Samosa, ii) Sausages, iii) Mandazi, iv) vegetable sandwich, v) croissants and/or a piece of cake, vi) sweet potatoes and fruits
- b. Lunch for the Technical Committee Meetings/ KEBS meetings/ Board meetings on need basis. Average monthly pax for all booked meetings is 2747 (two thousand, seven hundred and forty seven) for tea and snack and nine hundred (900) pax for lunches.
- c. Breakfast and lunch for sale to staff.
- d. Lunch for staff and visitors as per price schedule.

**(Please attach MENU for breakfast and lunch for Monday to Friday)**

#### **4.0 THE RESPONSIBILITY OF THE CATERER**

The responsibility of the tenderer shall include but not limited to the following:

##### **4.1 CATERER'S GENERAL UNDERTAKING**

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 and hygiene practices outlined in KS 2181 PART 7:2020 Hotel and related establishments Furthermore, the caterer and its employees will at all times promote and uphold the good name of KEBS.

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.

##### **4.2 CATERER'S WARRANTY ON THE QUALITY OF SERVICES**

The caterer warrants that the Services shall be performed:

- a) By appropriately qualified and trained personnel (attach CV, certificates from registered and recognized institution)
- b) With due care and diligence
- c) To such high standard of quality consistent with applicable industry Standards and as it is reasonable for KEBS to expect in all circumstances.

##### **4.3 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 KEBS, the caterer shall have the following operational responsibilities: -

- a) To ensure a high standard of work, dress code and behavior of the staff.
- b) To provide the employees with appropriate uniforms, including in the case of kitchen staff headwear, hand gloves, chefs uniform to be worn at all times while on duty. This shall be audited by KEBS
- c) 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

- d) To ensure staff are in possession of valid medical certificate for food handling as required by public health act.
- e) To ensure all staff undergo COVID-19 tests (once every two weeks) conducted by reputable health institution, and wear masks at all times.
- f) Ensure provision of water reservoir and detergent to wash hands, as well as provision of covered dustbins for waste disposal, and ensure appropriate waste disposal
- g) Deploy such number of qualified persons (“staff”) as are required to the satisfaction of KEBS
- h) The staff shall at all times be employees of the caterer who shall be liable to such staff for their wages, salaries, allowances, medical cover etc
- i) Provide the kind of serving utensils that shall be used, approved to requirements
- j) No use of charcoal and firewood for cooking.
- k) Sourcing for own suppliers and paying them promptly (suppliers must meet minimum required standards/requirements for food handling)
- l) 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.
- m) Renovation of the canteen back to its original state at the end of the contract
- n) 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.
- o) If at any time KEBS 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 take appropriate action.
- p) Working hours for the canteen shall always remain 6:00am to 6:00pm from Monday to Friday except public holidays. Working on weekends and public holidays is prohibited.
- q) Show the type and design of tables and chairs to be used and provide a pictorial/photographic layout of tables and chairs.
- r) Pest control measures to be implemented, fumigation to be done every three months by service providers authorized by NEMA and pest control products board (PCPB)
- s) Payment of two months’ deposits on rental charges upfront and consistent payment of rental charges on monthly basis. Including annual payments of leased equipment as will be agreed.
- t) Abide by KEBS security and other safety requirements
- u) Ensure no interruptions of KEBS normal operations.
- v) Comply with Quality Management Processes for outsourcing.

Ensure verifications measures to ensure compliance to hygiene requirements of KS 2181 part 7 are in place.

#### **4.4 TOOLS AND EQUIPMENT**

The caterer shall ensure the availability of all necessary tools and equipment to adequately discharge his catering responsibility at all time as per the requirement of this document.

The caterer to attach list of tools and equipment shall be used:

- a) The crockery serving in the restaurant must be **arcoroc**, broken cups and plates should be replaced immediately
- b) The soap to be used for cleaning utensils should be soap that meets KS Standard EAS 383
- c) The tea bags to be used should be enveloped and should meet KS Standard KS EAS 749.
- d) sugar to be used should meet KS Standard KS EAS 749 specification for brown sugar or KS EAS 16 for white sugar.
- e) coffee should be complying with Kenya standard KS 175 specification for instant coffee brand Nescafe.
- f) serviette should be white in colour and should meet KS Standard KS EAS 861 specification for paper serviettes.
- g) All utensils should be white in colour and arcoroc brand
- h) Folk, tea and normal spoon should be stainless steel.

#### **4.5 SITE PROCEDURES**

The caterer is to adhere to the following procedures when working on site.

- I. Every employee of the Catering organization who attends to the site shall be appropriately dressed with name and the log of the caterer displayed.
- II. All the Catering employees must be clean and respectable.

#### **4.6 RESPONSIBILITY OF KENYA BUREAU OF STANDARDS (KEBS)**

The obligations of KEBS will be as follows:

- i. Ensure conducive working environment for the caterers;
- ii. Settle the caterer's bills upon receipt of the original invoice after satisfactory performance of the work

- iii. Kebs shall carry out regular audits for compliance and conformance with medical examinations, safety and security requirements and other statutory requirements



## SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Bid-security declaration form
6. Performance security form
7. CV's for Managerial and key staff form
8. Clients Reference form
9. List of tool and equipment to be used.
10. Notification letter of award.

## 1. FORM OF TENDER

Date\_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Sir/Madam:

1. Having examined the tender documents including Addenda Nos..... *[Insert numbers, the receipt of which is hereby duly acknowledged, we the undersigned, offer to Lease/Rent the canteen in conformity with the said tender documents for the sum of .....*

ITEMS NO.	DESCRIPTION	SPACE AVAILABLE	LEASE AMOUNT
1	Main Hall	19mx05m	
2	Kitchen	04mx05M	
3	Dry food store	01mx02m	
4	Perishable food store	01mx02m	
5	Canteen office	01mx02m	
6	Ladies washroom	02mx04m	
7	Men washroom	02mx04m	
8	Loading area	02mx04m	
9	Canopy		

**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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).



## 2. PRICE SCHEDULE

Appendix A

### A. PRICE SCHEDULE

S/No.	DESCRIPTION	QTY (UNIT)	PRICE (EX C.VAT)	PRICE (INCL VAT) PER UNIT
<b>TEA AND SNACKS</b>				
1	Tea	1		
2	Coffee	1		
3	porridge			
4	pancakes	1		
5	Egg Omelet /Spanish	1		
6	Mandazi (pc)	1		
7	Sausage (pc)	1		
8	Sweet Potatoes (pc)/portion	1		
9	Arrow Roots(pc)/portion	1		
1	Meat/ veget. Samosa (pc)	1		
1	Croissant (pc)	1		
1	Assorted cakes (pc)	1		
1	Assorted sandwiches (pc)	1		
1	Hot dogs (pc)	1		
1	Meat pie (pc)	1		
14	Chapatti (pc)	1		
15	Assorted Fresh Juice glass	1		
16	Mineral Water 500 ml	1		
17	Soft Drink 300ml	1		
18	Juice	1		
19	Fruit salad /portion	1		
20	Apple	1		
21	Banana	1		
22	Orange fruit	1		
<b>LUNCH</b>				
1	Beef stew	1		
2	Beef roast	1		
3	Beef braised	1		
4	Chicken Stew	1		
5	Roast Chicken	1		
6	Chicken Curry	1		
7	Beef fry	1		
8	Beef goulash	1		
9	Ndengu Stew	1		
10	Maharagwe (beans stew)	1		
11	Whole Fish	1		
12	Fish Fillet	1		
13	Egg Curry	1		



14	Mala milk/yoghurts	1		
	All the above served with either ugali, rice, Chapati/pasta), mukimo, mash	1		
1	Ugali plain	1		
2	Rice	1		
3	Chapati	1		
4	Nyoyo/Githeri	1		
5	Nyoyo/githeri special	1		
6	Matoke	1		
7	Mukimo	1		
8	Potatoes	1		
9	Kunde	1		
10	Sukuma wiki	1		
11	Managu	1		
12	French fries	1		
MORNING AND AFTERNOON STAFF TEA (Labour only)				
S/NO.	LOCATION	NO. OF STAFF	PRICE (EX C.VAT) PER UNIT	PRICE (INCL. VAT) PER UNIT
1	Administration Block (A), QA&I (Block B), Metrology Block, Testing (Materials), Testing (Biochemical), Radiation Block, NQI Block, Procurement Block Certification Block	690		
	<b>OTHERS (Please Specify)</b>	<b>QTY (UNIT)</b>	<b>PRICE (EX C.VAT) PER UNIT</b>	<b>PRICE (INCL VAT) PER UNIT</b>
1		1		
2		1		
3		1		
4		1		
5		1		
6		1		



Name of Signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

### 3. 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 goods,  
viz.,..... *[Brief description of goods]* and has accepted a  
tender by the tenderer for the supply of those goods in the sum  
of..... *[Contract price in words and figures]*  
(Hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The 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 goods 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 goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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

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

In the presence of \_\_\_\_\_

#### 4. 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 ..... Website: .....  
 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. ....		
4. ....		

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





## 5. BID -SECURING DECLARATION FORM

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date:..... [insert date (as day, month and year) of Bid Submission] Tender  
No..... [TENDER NO.]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration

2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of one (1) year starting on ....., 2020 if we are in breach of our obligation(s) under the bid conditions, because we –

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the tender.

3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or

(ii) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future 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 Bid Securing  
Declaration]

Name: .....[insert complete name of person signing the Bid  
Securing Declaration]



Kenya Bureau of Standards.

Duly authorized to sign the bid for and on behalf of..... [insert complete name of Bidder]

Dated on ..... day of ..... [insert date of signing]

**6. 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 figures]*, and we undertake to pay you, upon your first written demand

declaring the tenderer to be in default under the Contract and without cavil or

argument, any sum or sums within the limits of.....

*[Amount of guarantee]* as aforesaid, without your needing to prove or to show

grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Signature and seal of the Guarantors

\_\_\_\_\_  
*[Name of bank or financial institution]*

\_\_\_\_\_  
*[Address]*

\_\_\_\_\_  
*[Date]*

**7. FORMAT OF CV'S FOR KEY MANAGERIAL AND TECHNICAL STAFF**

Proposed position: .....

Name of Firm: .....

Name of Staff: .....

Profession: .....

Date of Birth: .....

Years with Firm: ..... Nationality: .....

Membership in Professional Societies: .....

Detailed tasks assigned: .....

Key Qualifications:

*(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations).*

.....

Education:

*(Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained).*

.....

Employment Record:

*(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments).*

.....

Certification:

I, the undersigned, certify that these data correctly describes me, my qualifications and my experience.

.....Date: .....  
(Signature of staff member)



..... Date: .....  
(Signature of authorized representative of the firm)

Full name of staff member: .....

Full name of authorized representative: .....

## 8. CLIENTS REFERENCE FORM

Using the format below, provide information on each relevant works for which your firm was legally contracted in the last five years.

ASSIGNMENT NAME	COUNTRY
Location within country:	Professional staff provided by your firm/entity (profiles)
Name of client and name of contact person:	No. of employees:
Address (Postal Address and telephone contact)	No. of staff - months, duration of assignment:
Start Date: (month/year)      Completion Date (month/year)	Approximate contract value of goods/services (Kshs.)
Names of Associated firms (sub-contracted) if any:	No. of months of professional staff provided by associated firms
Names of senior staff involved in the assignment	
Narrative Description/scope of the project	
Description of actual services provided by your staff	

Name of Signatory: .....

In the capacity of:.....

Authorized Signature:.....

Company Rubber Stamp.....

#	ITEM DESCRIPTION	QUANTITY	CONDITION OF THE EQUIPMENT (GOOD, FAIR, POOR)
---	------------------	----------	--

[illegible]

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER