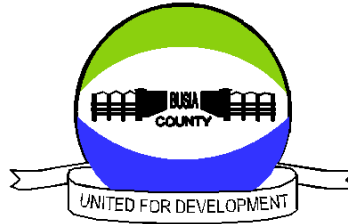


COUNTY GOVERNMENT OF BUSIA



**COUNTY ASSEMBLY OF BUSIA
OFFICE OF THE CLERK OF THE COUNTY
ASSEMBLY P.O BOX 1018-50400, BUSIA-KENYA, TEL:
+254 721 675217 EMAIL:
clerkbusiacountyassembly@yahoo.com**

**TENDER DOCUMENT
FOR**

FRAMEWORK AGREEMENT

**PROVISION OF OUTSIDE CATERING
SERVICES TENDER NO: BSA/CA/11/2018/2020**

FY 2019-2020

***Tender Submission Deadline: Wednesday, 31st July 2019
at 10.00 Am.***

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SECTION I INVITATION TO TENDER

DATE 15th July 2019

TENDER REF NO: BSA/CA/11/2018/2020

TENDER NAME : PROVISION OF OUTSIDE CATERING SERVICES

- 1.1 The Busia County Assembly invites sealed bids from eligible local candidates for provision of legal services. Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Department, **County Assembly of Busia, off Kisumu-Kampala Road** during normal working hours.
- 1.2 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs. 1,000** in cash payable to Cash Office, Busia County Assembly or downloaded free of charge from the county assembly's website www.busiaassembly.go.ke or **IFMIS SUPPLIERS PORTAL** (supplier.treasury.go.ke)
- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference name and number and be deposited in the Tender Box located next to Customer Care Desk at the Busia County Assembly or be addressed to

**THE CLERK
COUNTY ASSEMBLY OF BUSIA,
P.O BOX 1018
BUSIA (K)**

So as to be received on or before ***Wednesday 31st July 2019 at 10.00 Am.***

- 1.4 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for (60) days from the closing date of the tender.
- 1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at The County Assembly premises.

SIGNED.....

The Clerk,
County Assembly of Busia.

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all local tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 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.5,000/=
- 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 document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

i) Instructions to tenderers

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- 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) Confidential business questionnaire form
- ix) Tender security form
- x) Performance security form

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

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response

(including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

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

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

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

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

- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.

- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the procuring entity on the Tender Form; or
 - (b) In the case of a successful tenderer, *if* the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 30
 - or**
 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.
- 2.13.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as

Appropriate. In the event of any discrepancy between them, the original shall govern.

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

bear, tender number and name in the invitation to tender and the words: "DO NOT OPEN BEFORE)," *Wednesday, 31st July 2019 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

Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than *Wednesday, 31st July 2019 at 10.00 Am*.

2.16.1 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of

the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

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

2.17 Modification and withdrawal of tenders

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

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

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

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

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

2.18 Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on Thursday, 13th December 2018 at 12.00 Noon and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

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

2.19 Clarification of tenders

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

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

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

2.20 Preliminary Examination and Responsiveness

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be

based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

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

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

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

(a) operational plan proposed in the tender;

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

2.22.4 Pursuant to paragraph 2.23 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 have 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

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

2.24 Award of Contract

a) Post qualification

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

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the

documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

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

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

2.25 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 or through their email address.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. 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 through their email address and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Procuring entity.

2.26.3 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

2.27.1 Within thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

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

2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

SECTION III GENERAL CONDITIONS OF CONTRACT

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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

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

- 3.6.2 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.
 - b) Such insurance guarantee approved by the Authority.
- 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. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

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.

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.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

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

Instructions to Tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Hotels and/or Restaurants Registered in Kenya.
2.2.2	Price to be charged for tender documents. Kshs. 1,000 for those who purchase a hard copy.
2.10	Particulars of other currencies allowed. None
2.11	Particulars of eligibility and qualifications documents of evidence required. Copies of: i) Certificate of Registration ii) Certificate of valid tax compliance
2.12.2	Particulars of tender security if applicable. Kshs. 30,000 valid for an additional thirty (30) days after the expiry of the tender validity period.
2.12.4	Form of Tender Security: The Tender Security shall be in the form of a Guarantee from a reputable bank or an insurance company approved by Busia County Assembly
2.13	Validity of Tenders: Tenders Shall remain valid for 120 days after date of tender Opening
2.16.3	Bulky tenders which do not fit in the tender box shall be delivered to the office of the Clerk.

EVALUATION CRITERIA
PRELIMINARY EVALUATION

	MANDATORY REQUIREMENTS	YES/NO
A	Submit a valid Tax compliance Certificate or Exemption Certificate.	
B	Submit Single Business Permit for the current year.	
C	Submit a valid Pin Certificate.	
D	Submit Valid Business registration certificate/Certificate of incorporation.	
E	CONFIDENTIAL BUSINESS QUESTIONNAIRE Confidential business questionnaire duly filled and signed.	
F	DECLARATION AND COMPANY STAMP Form of Tender duly filled, signed and stamped .The form of tender shall only be binding if it is duly filled, signed and stamped	
G	Tender document must be serialized/numbered(Printed not Handwritten)	
H	Duly filled, signed and stamped declaration form.	
I	Copy of evidence of registration with the catering & tourism Development Levy Trustees	
J	Must submit a tender security of ksh 30,000 valid for an additional 30 days after the expiry of the tender validity period.	
K	Must fill the price schedule in the format provided.	

Confirmation of compliance with mandatory requirements: Bidders who fail to comply with any of the mandatory requirements shall be treated as non-responsive and rejected at this stage. Bidders must meet all responsiveness requirements to qualify for technical evaluation

TECHNICAL EVALUATION

	TECHNICAL EVALUATION (Documentary evidence MUST be provided for each requirement)	MAXIMUM SCORES
	Number of years in catering business 5 years and above-10 marks 2 marks will be awarded for each year in operation and upto a maximum of 5 years will be considered.	10
	Provide a list of clients and references to which the company has done similar outside catering services in the last 3 years. 5 or more clients with references-20 marks 4 marks will be awarded for each client with reference and up to a maximum of 5 clients will be considered.	20
	Submit copy of NSSF Compliance certificate or Evidence of Registration	5
	Submit Copy of NHIF Compliance certificate or Evidence of remittance of employees NHIF Contributions	5
	Please provide details of how you intend to service the contract indicating the minimum time required to deliver food after notice. (Please note that this will be used in evaluating performance of successful bidder) Two hours and below- 10 Marks Three hours- 8 marks Four hours- 6 marks Five hours and above- 4 marks	10
	Financial Strength Provide audited accounts for the last three years signed and stamped by a practicing Certified Public Accountant(CPA K)	10
	Provide Details of any relevant certifications and/or accreditations for your company. Such certifications and/or accreditations must be relevant to provision of catering services. Details of 3 or more certifications and or accreditation with evidence 3 or more certification and or accreditation with evidence- 5 marks 2 certifications and or accreditation with evidence- 3 marks 1 certification and or accreditation with evidence- 1 mark	5
	Provide Details of any relevant certifications or training for your staff. Such certifications/trainings must be relevant to provision of catering services. Attach signed CVs of at least 5 staff members with copies of certificates relevant to services. Details of 5 or more staff with relevant certifications or trainings. CVs with copies of certificates relevant to catering services must be attached. 1 mark for each staff member. A Maximum of 5 staff members will be considered.	5
	Health and Safety:-Does your firm have a document Health and Policy Document-Attach evidence Does the firm comply with health requirements on medical health examinations(Attach certificates for at least 2 chefs and 3 support staff Health Policy with evidence-3 Marks Public health requirements on medical health examinations 2 chefs and above-4 marks	10

	1 chef -2 marks 3 support staff and above-3 marks 2 support staff-2 marks 1 support staff-1 mark	
	Evidence of current Workers' Compensation Insurance Policy	5
	Submit Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions	5
	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. Attach copies of log book(s) or evidence of ownership Details of physical Address and contacts with a copy of either title or lease. Documents or latest utility bill – 4 Marks Details of catering equipment including cutlery – 4marks Vehicle(s) for transport with evidence of logbook or evidence of ownership– 2 Marks	10
	TOTAL	100

A bidder MUST attain at least 70 Marks in the Technical Evaluation to be considered for the Financial Evaluation.

FINANCIAL EVALUATION

The formulae for determining the Financial Score (Sf) shall be as follows:

$Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial and F is the price under consideration.

Weighted Technical and financial score

Evaluation will be ranked according to their combined weighted technical (*St*) and financial (*Sf*) scores using the weights (*T = 0.70*, is the weight given to the Technical score: *P = 0.30*, is the weight given to the Financial score; and $T + P = 1$

The combined weighted technical and financial score, S, is calculated as follows:

$$S = (St \times T) + (Sf \times P)$$

Where *St* is the Marks obtained in the technical score example 75 or 80 etc and

$Sf = 100 \times Fm/F$ where Sf is the financial score; Fm is the lowest priced financial and F is the price score under consideration.

Recommendation for award

The firm achieving the highest combined weighted technical and financial score, will be recommended for award of the tender.

(b) Award Criteria

The Procuring entity will award the contract to the successful tenderer(s) as determined above, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

SECTION V – SCHEDULE OF

REQUIREMENTS 5.1 Services Required

The County Assembly of Busia intends to contract outside catering services for an initial period of one year renewable for an additional year subject to satisfactory performance. The services required include:-

2.3 Tea and snacks during meetings on need basis

2.4 Plate of lunch during meetings on need basis

2.5 Buffet Lunch during meetings on need basis

2.6 Milk, Sugar, Drinking Chocolate, Nescafe, Tea leaves, Tea Bags and Juice supplied at the Assembly.

2.6 The caterer shall on request and at no additional labour charge provide food, beverages and waiting services for functions held by Busia County Assembly. The waiting services shall be at no extra cost

5.2 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 Busia County Assembly.

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.

5.3 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 Busia County Assembly to expect in all circumstances

5.4 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 Busia County Assembly, 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 Busia County Assembly
- 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 Busia County Assembly 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

This part will include any deliverables under the service contract

Number	Description	Unit of Measure	Quantity	Delivery Time
1 Snacks	Arrow roots	Per piece	1	9.00 am
	Mandazi	Per piece	1	
	Groundnuts	Kg	1	
	Samosa, beef/vegetarian	Per piece	1	
	Kebab	Per piece	1	
8	Coffee break	Per person	1	10.00 am
9	Lunch	Per person	1	12 a.m. and 3 p.m.

Number	Description	Unit of Measure	Quantity	Per Kg/Carton
1	Sugar(1kg packets)	Kg	1	
2	Drinking Chocolate (225g)	Carton	1	
3	Drinking Chocolate (320g)	Carton	1	
4	Nescafe(250g)	Carton	1	
5	Tea Leaves(Ketepa)	Carton	1	
6	Tea Bags(Ketepa)	Carton	1	
7	Milk(500ml)	Carton	1	
8	Juice(1 ltr)	Carton	1	

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SECTION VI TECHNICAL SPECIFICATIONS

Description of Services

General scope of the contract

The main use and/or purpose of the contract between the County assembly of Busia and the successful tenderer is to provide catering services at the premises of the County assembly of Busia and within Busia. The catering services relate only to the provision of catering costs for meetings organized at the premises of the County assembly with a number of participants

Requested services

The Service Provider will be requested to provide the following services:

Provision of food and beverages for catering purposes such as coffee breaks, cocktail reception and lunches

Provision of related human resources for the set-up, serving and dismantling of the catering stations, where requested.

The above services are defined in more detail in the following sections.

Provision of food and beverages for catering

The Service Provide is requested to provide the catering services for meetings for at the assembly premises or hotel. The catering needs are defined below:

Coffee break timing (for events organized in Assembly premises):

Estimated duration – 15 to 30 minutes

Between 9 a.m. and 11:30 a.m.

Between 2 p.m. and 4:30 p.m.

Lunch break timing (for events organized in assembly premises):

Estimated duration - 1 up to 1,5 hour

Between 12 a.m. and 3 p.m.

This section defines the required services:

Cold appetizers

Finger food: Small sandwiches (4 per person) and/or one-bite sandwiches (6 per person)

Vegetable appetizers

- Hot dish o
- Soup
 - o Three options of main course (international cuisine), one meat meal, one fish meal and one vegetarian meal
 - o Mix of salads
- Dessert
 - o Biscuits
 - o Cakes
 - o Fruits
- Cold drinks
 - o Natural and sparkling water
 - o Juice (2 kinds)
 - o Other beverages e.g. soft drinks
- Hot drinks
 - o Coffee including decaffeinated option
 - o Tea(black or green tea)

2) Considering the above mentioned information the Assembly requires from the Service provider the following defined catering service packages. In addition, for each item in the package the Contractor should include a minimum number of options. The options should be provided from the official catalogue of the Contractor. These will provide the flexibility to the Assembly to choose from the listed options when ordering.

Types of services	Standard Package
Coffee break	Hot drinks-3 options(tea,coffee,chocolate) Milk, sugar Water, sparkling and still Biscuits Cookies Cakes Fruits
Lunch Buffet	Cold appetizer-15 options Cold drinks-3 options Hot drinks-3 options(tea,coffee,chocolate) Hot dish -6 options Dessert-5 options

The Service provider shall also provide water (natural and sparkling on equal share) in the amount of 0.5 L per participant, for meeting(s) held in the conference / meeting room(s).

Provision of staff for catering services

The Assembly may request the catering services of personnel such as catering staff and waiters to prepare the catering stations serve the food and beverages and clean up after completion. The Assembly will provide facilities like tables and chairs and also there is a kitchen preparation area available for use. When used these areas need to be cleaned up. Waste should be separated for recycling purposes.

Order and delivery

The tenderer is expected to deliver at the County Assembly premises the requested orders and all item prices should be all inclusive.

The Assembly expects delivery of services from 08:30 until 17:30 from Monday to Friday

General requirements

The present section aims to present the list of pre-requisites in relation to the requested services:

1. Timely delivery of services: The Service Provider should have the necessary resources to provide and organize catering services when requested by the Agency which will provide adequate notice period.
2. The contractor should appoint a contact person that will deal with the Agency's requests. The contact person or a replacement shall be available via phone at all times during normal working hours (Monday to Friday, from 08.00 to 17.00).
4. The contractor should be able to provide related cutlery and prepare a buffet and catering stations where necessary, including provision of table cloths

SECTION VI - DESCRIPTION OF SERVICES

County Assembly of Busia is located off **Kisumu-Kampala Road** requires the following Outside Catering Services: -

2.2.4 Tea and Snacks on need basis during meetings. This is to include:-

Tea/Coffee/Chocolate/Milo

Assorted Snacks. A choice of: i) Samosa, ii) Sausages, iii) Mandazi iv) Piece of cake. The Snacks must be properly and hygienically packed.

(PLEASE NOTE THAT ORDERS MAY BE MADE INDIVIDUALLY)

- 2) Buffet Lunch on need basis during meetings. This is to include starters, main dishes, dessert and beverages (a choice of fresh juice or soft drinks)
- 3) A plate of lunch (meat, fish, chicken, liver served with rice, ugali, chapati or chips) with a soft drink (Soda) on need basis. Please indicate any other meal you offer at the same cost. The successful bidder will be notified in advance on what to serve for a particular meeting.
- 4) The caterer shall on request and at no additional labour charge provide food (either item 3 or 4 above) and waiting services for functions held by Busia County Assembly. The waiting services shall be at no extra cost.

NOTES:

The caterer is also expected to provide enough uniformed service crew members, equipment and ensure availability of clean cutlery, crockery linen and chaffing dishes enough for full set up. Food served MUST ALSO BE WARMED A.D EQUIPME.T TO WARM FOOD MUST BE PROVIDED. In addition the caterer must clear the tables after use and ensure that the tables are clean

SECTION VII - STANDARD FORMS

7.1FORM 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.

7.2CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

This form must be completed by the tenderer and submitted with the tender documents.

7.3TENDER SECURITY FORM

When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

7.4 DECLARATION FORM

The declaration form must be completed by the tenderer and submitted with the tender documents. It must also be signed by duly authorized representatives of the tenderer

7.5Performance 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.

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 of which is hereby duly acknowledged, we, the undersigned, offer to provide. [description] _____ of _____ services] 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 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).

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

Dated this _____ day of _____ 20
[signature] _____ [In the capacity of]
Duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____ . Page ____ of _____ .

Number	Description	Unit of Measure	Quantity	Delivery Time
1 Snacks	Arrow roots	Per piece	1	9.00 am
	Mandazi	Per piece	1	
	Groundnuts	Kg	1	
	Samosa, beef/vegetarian	Per piece	1	
	Kebab	Per piece	1	
8	Coffee break	Per person	1	10.00 am
9	Lunch	Per person	1	12 a.m. and 3 p.m.

Number	Description	Unit of Measure	Quantity	Per Kg/Carton
1	Sugar(1kg packets)	Kg	1	
2	Drinking Chocolate (225g)	Carton	1	
3	Drinking Chocolate (320g)	Carton	1	
4	Nescafe(250g)	Carton	1	
5	Tea Leaves(Ketepa)	Carton	1	
6	Tea Bags(Ketepa)	Carton	1	
7	Milk(500ml)	Carton	1	
8	Juice(1 ltr)	Carton	1	

Signature of tenderer _____

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

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CONFIDENTIAL BUSINESS QUESTIONNAIRE

Must be filled by all applicants or Tenderers' who wish to participate in this tender.

Name of Applicant(s).....

You are requested to give the particulars indicated in part 1 and either part 2(a), 2(b) or 2(c) whichever applies to your type of business. Part 2(d) to 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1: General

Business Name
Location of Business premises
Physical Address.....
Town.....
Building.....
Floor.....
Street/Road.....
Plot No.
Postal Address
Postal Code.....
Fax No.....
Email address.....
Contact Person(Full
Names).....
Mobile No.....
Power of Attorney (Yes/No).....
If Yes, Attach Written Document
Nature of Business(Indicate whether manufacturer,
distributor).....
Current trade License.....Expiring date
KRA Pin No.....
Value of the largest single assignment you have undertaken to date(Ksh).....
Was this successfully undertaken?
Yes/No.....
(If Yes attach reference)
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

Give details of partners as follows:

Name	Nationality	Citizenship details	No. of Shares
-------------	--------------------	----------------------------	----------------------

1.

2.

3.

4.

5.

2(c) – Registered Company

Private or Public

State the nominal and issued capital of the company

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name Nationality Citizenship details Share

1.

2.

3.

4.

5.

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the County Assembly of Busia and any other public or private institutions.

Full Names

.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2019.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

For and on behalf of M/s

.....
In the capacity of

Dated thisday of2019.

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

For and on behalf of M/s

In the capacity of

Dated thisday of2015

Suppliers' / Company's Official Rubber Stamp

.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in County Assembly of Busia or any other public institution who has interest in the Firm?

Yes/No

.....

(Title) (Signature) (Date)

Part 2(i) – Experience:

Please list here below similar projects accomplished or companies / clients you have supplied with similar items or materials in **the years prescribed** and attach evidence of recommendation letters, local service order or letters of award to show past experience.

	Company Name	Country	Contract / Order No.	Value	Contact person (Full Names)	E-mail address	Cell phone No.
1							
2							
3							
4							

Part 2(j) – Manpower and Expertise

Attach company profile

Part 2 (i or j) – Bank account details:

AGPO firms must provide evidence from their bank that the account to which County Assembly of Busia shall make payment has a youth or a woman or a PWD listed in the **CR12 form/partnership deed/sole proprietor certificate** as a MANDATORY signatory of that account,- **Sec.157 (11) of PPADA:**

**Account No:.....Name of the person(s) in the CR12 form OR in the partnership deed
OR in the sole proprietor certificate...../.....
ID No(s):...../.....Signature and stamp of the authorized Banker
Representative.....Date.....**

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 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]
(Amend accordingly if provided by Insurance Company)

[C o u n DECLARATION FORM

Date

To _____

The tenderer i.e. (name and address)

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

PERFORMANCE SECURITY FORM

To:

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

WHEREAS.....[name of tenderer]

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

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the
tenderer, up to a total of

.....
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default
under the Contract and without cavil or argument, any sum or sums within the limits of

.....
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons
for your demand or the sum specified therein.

This guarantee is valid until the _____ day of
20_____

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]
(Amend accordingly if provided by Insurance Company)

