



**The Kenyatta International
Convention Centre**
Africa's Premier Meeting Venue
www.kicc.co.ke

**KENYATTA INTERNATIONAL CONVENTION CENTRE
KICC BUILDING
P. O. BOX 30476-00100
NAIROBI**

**PROVISION OF CATERING SERVICES (3STAR-
5STAR HOTEL)
FRAMEWORK AGREEMENT FOR TWO (2) YEARS
2018 – 2020**

CLOSING DATE: 29TH MAY 2018

TIME: 10.30 A.M

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SECTION I - LETTER OF INVITATION

OPEN NATIONAL TENDER

Kenyatta international Convention Centre (KICC) requests sealed tenders from interested eligible candidates for the provision of the following services:

TENDER NO.	TENDER DESCRIPTION
KICC/35/2018-2020	provision of catering services framework agreement for two (2) years 2019 – 2020

Interested eligible bidders may obtain further information and inspect the tender documents from the Procurement department, Kenyatta International Convention Centre, **during working hours, Monday to Friday between 8.00 a.m. – 1.00 p.m. and 2.00 p.m. - 5.00 p.m.** with effect from 15th May 2018. A complete set of the documents may be obtained by interested firms on the KICC website: www.kicc.co.ke and the National Treasury IFMIS portal.

Bidders who download the tender document from the websites must forward their particulars immediately for records and any further tender clarifications and addenda.

Completed tenders should be submitted in plain sealed envelopes clearly marked with

Tender No. and **Tender reference name**; shall be addressed to:

**CHIEF EXECUTIVE OFFICER
KENYATTA INTERNATIONAL
CONVENTION CENTER**

P.O.BOX 30746-00100,

NAIROBI KENYA

and deposited in the tender box located on **4th Floor, Kenyatta International Convention Centre KICC building, Harambee Avenue, Nairobi, Kenya to reach us on or before 29th May 2018 at 10:30 am.**

Tenders will be opened immediately thereafter in the Taifa Hall on lower ground floor in the presence of tenderers' or their representatives who choose to attend.
Late tenders will not be accepted

CHIEF EXECUTIVE OFFICE

KICC desires timely delivery throughout the contract period and by the agreed delivery dates or lead times. It is KICC's intent to establish a **Two (2)** year Framework agreement with suppliers based on a periodic review of quantity.

Prospective Suppliers shall note that KICC expects the following:

1. Competitive and stable prices
2. Timely Delivery.
3. Suppliers of good repute in business conduct and information exchange during the contract period.
4. Quality products and service.

NB// Orders will be produced as and when required to the contracted firms within the contract period.

FORM OF BID

Kenyatta International Convention Centre
P. O. BOX 30746-00100 NAIROBI.
TELEPHONE NO: 2732090/2732240/ 0723202888/0787880580

Dear sir/Madam:

Having examined the bidding documents including Addenda Nos.....
[insert

Numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply & Deliver/provision of.....to KICC

Offices situated at **Kenyatta International Convention Centre, KICC Building** as and when required, such other sum as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid. We undertake to commence the services in accordance with the delivery schedule specified in the Schedule of Requirements if our bid is accepted.

We agree to abide by this Bid for a period of 120 days from the date of Bid submission prescribed in the Invitation to Bid and it shall remain binding upon us and may be accepted any time before the expiration of that period.

Unless and until an Agreement is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding Contract between us for a period of two years unless as may be agreed in writing by ourselves and KICC.

The bid document is valid for at least 120 days from the date of bid submission).

We understand that you are not bound to accept the lowest or any Bid you may receive. We hereby agree that any errors in our Bid shall be adjusted as defined in the Bid Document under instructions to Bidders. Dated this..... day of..... 2018 (Name)

(Signature)

In the capacity of duly authorized to sign Bids, for and on behalf of P. O. BoxCode.....

Name of Witness Address

Signature of Witness

APPENDIX TO INSTRUCTIONS TO TENDERERS ON APPLICATION FOR FRAME WORK AGREEMENT

1.1 Introduction

Kenyatta International Convention Centre would like to invite interested candidates who must qualify by meeting the set criteria as provided, to provide catering services for events at the KICC.

1.2 Application for frame work agreement Objective

The main objective is to provide and deliver assorted items and provision of services under relevant tenders/quotations to KICC as and when required during the period ending **30th June, 2020**.

1.3 Invitation of application for frame work agreement

Suppliers frame work agreement with Registrar of Companies under the Laws of Kenya in respective merchandise or services are invited to submit their application for frame work agreement documents to **The Kenyatta International Convention Centre** so that they may be frame work contracting for submission of quotations/proposals and tenders. Bids will be submitted in complete lots singly. The prospective Suppliers/contractors are required to supply the mandatory information for application for frame work agreement as requested.

1.4 Experience

Prospective suppliers and contractors must have carried out successful supply and Delivery of similar items/services/ to Government Institutions of similar size and complexity. Potential suppliers/contractors must demonstrate the willingness and commitment to meet the application for frame work contract criteria.

1.5 Application for frame work agreement Document

This document includes questionnaire forms and documents required from prospective suppliers, contractors and consultants.

1.6 In order to be considered for application for frame work contract, prospective suppliers, must submit all the information herein requested.

1.7 Submission of Application for frame work agreement Documents

Two (2) documents clearly labeled, **one Original** and **One Copy** of the completed application for frame work agreement and other requested Information shall be submitted to the address provided below:

Kenyatta International Convention Centre

P. O. BOX 30746-00100

NAIROBI.

KICC Building

Not later than 10.30AM on 29th MAY, 2018

1.8 Questions Arising from Documents

Questions that may arise from the application for frame work agreement documents should be directed to the Kenyatta International Convention Centre P. O. BOX 30746-00100 NAIROBI. KICC Building 4th Floor.

1.9 Additional Information

The Kenyatta International Convention Centre serves the right to request submission of additional information from prospective suppliers, contractors and consultants and Request for quotations and proposals will be made available to those bidders whose applications are accepted by Kenyatta International Convention Centre after attaining 70% points and above upon completion of the application for frame work agreement process.

2. BRIEF CONTRACT REGULATIONS/GUIDELINES

2.1 Taxes on Imported Materials

The Supplier, contractor and consultants will have to pay all taxes payable as applicable for all goods, services works and consultancy to be supplied unless exempted by the Government.

2.2 Customs Clearance

The contractors shall be responsible for custom clearance of their imported goods and materials.

2.3 Contract Price

The contract shall be of unit price type or cumulative of computed unit price and quantities required. Prices quoted shall be inclusive of all delivery charges and all taxes as well.

2.4 Payments

All local purchase orders/services shall be on credit of a minimum of thirty (30) days or as may be stipulated in the Contract Agreement.

3. APPLICATION FOR FRAME WORK AGREEMENT DATA FORMS INSTRUCTION (SEE EVALUATION CRITERIA ON DETAILS OF SCORING)

3.1 Application for frame work agreement data forms

3.1.1 The attached questionnaire forms PQ-1, PQ-2, PQ-3, PQ-4, PQ-5, PQ-6, are to be completed by prospective suppliers/contractors/consultants applying for frame work agreements for submission of the specific tender and category.

3.1.2 The application for frame work agreement application forms which are not filled out completely and submitted in the prescribed manner will not be considered. All the documents that form part of the proposal must be written in English and in ink.

3.2 Qualification

3.2.1 It is understood and agreed that the application for frame work contract data on prospective bidders is to be used by Kenyatta International Convention Centre' in determining, according to its sole judgment and discretion, the applications of prospective bidders to perform in respect to the Tender Category as described by the client.

3.2.2 Prospective bidders will not be considered qualified unless in the judgment of Kenyatta International Convention Centre they possess capability, experience, qualified personnel available and suitable equipment and net current assets or working capital sufficient to satisfactorily execute the contract for goods/services/works.

3.3 Essential Criteria for Application for framework agreement

3.3.1 Frame work agreement form

Prospective bidders shall have experience in the supply of goods, services, works and consultancy. The potential supplier/contractor/consultant should show Competence, willingness and capacity to service the contract at short notice (PQ 1).

3.3.2 Personnel

The names and pertinent information and CVs of the key personnel for individual or group to execute the contract must be indicated in form PQ-2.

3.3.3 Financial Condition

The Supplier's/Consultant/Contractor financial condition will be determined by Latest financial statement submitted with the application for frame work contract documents as well as letters of reference from the bankers regarding suppliers/contractors/consultants credit position. Potential suppliers/contractors/consultants will be registered on the satisfactory information given. (PQ-3)

3.3.4 Confidential Business Questionnaire

The Supplier's/Consultant/Contractor should duly fill the confidential Business Questionnaire. (PQ-4)

3.3.5 Past Performance

Past performance will be given due consideration in registering bidders. Letter of reference and or copies of order/contracts from past customers should be included in Form PQ-5.

3.3.6 Sworn Statement

Applications must include a sworn statement Form PQ-6 by the Tenderer ensuring the accuracy of the information given.

3.3.7 Document Presentation

The document should be bound and paginated.

3.4 Withdrawal of Application for frame work agreement

Should a condition arise between the time the firm is frame work agreement to bid which in the opinion of the client/Kenyatta International Convention Centre could substantially change the performance and qualification of the bidder or his ability to perform such as but not limited to bankruptcy, change in ownership or new commitments, the Kenyatta International Convention Centre reserves the right to reject the tender from such a bidder even though he was initially frame work agreement .

3.5 The firm must have a fixed Business Premise and must be frame work agreement in Kenya, with Certificate of Application for frame work contract Incorporation/Memorandum and Article of Association, copies of which must be attached.

3.5.1 The firm must show proof that it has paid all its statutory obligations and have current Tax Compliance Certificate

3.6 Framework Criteria

Required Information	Form Type	Points Score
1. Framework agreement application form	PQ-1	15
2. Financial Position	PQ-2	25
3. Confidential Business Questionnaire	PQ-3	25
4. Past Experience	PQ-4	15
5. Sworn Statement	PQ-5	10
6. Document Presentation	PQ-6	<u>10</u>
	TOTAL	100

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 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.
- 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 goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

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

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be frame work contracting.

2.4. **The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

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

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender Document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring Entity will respond in writing to any request for clarification of the Tender documents, which it receives not 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 that have received the tender document.

2.5.2 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.

2.6 **Amendment of Documents**

2.6.1 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 amendment.

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

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

2.9 Tender Forms

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

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Applications

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

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the

tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or

a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender 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.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
 - or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the 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.

2.15.2 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

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

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original 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.

2.17.2 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 for Tenders and the words, “DO NOT OPEN BEFORE **29th May 2018**”

2.17.3 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”.

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **29th May 2018**

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

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including

substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The 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.

2.20 Opening of Tenders

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.30AM 29th May, 2018** and in the location specified in the Invitation to Tender.

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

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

2.21 Clarification of Tenders

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

2.21.2 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.

2.22 Preliminary Examination

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

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

2.22.3 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.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 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.

2.22.5 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 non conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

2.26.2 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 Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 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.

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

2.27.3 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

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

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of SERVICES originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.6 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

2.28 Notification of Award

2.28.1 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.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 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.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and Registering of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of

the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 **Patent Rights**

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

3.7 **Performance Security**

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

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

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

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

- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

3.10 **Delivery and Documents**

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

3.11 **Insurance**

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

3.12 **Payment**

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

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

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

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

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party May proceed to file a case for determination in court.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

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

4.2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	An indemnity on the bidder's letter head, signed and stamped shall form part of the bid document. None compliance may render the bid non- responsive.
	Bidders shall submit samples to the procurement office three days before date of bid submission except for service provision, water where applicable.
	Delivery Programme 1. The awarded firms shall commence the works immediately but not later than four (4) days from the date of issuance of an LPO by the head of procurement or his representative. 2. The contract shall run for a period of two years with a possibility of contract renewal for a further one year depending on the performance of the awarded bidder(s).
3.12.1	Upon inspection and acceptance of goods, payment shall be made to the tenderer.

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications will describe the requirements for goods/service. Tenderers will be requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered complies with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers will be requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

5.2 PARTICULARS

REQUIREMENTS FOR PROVISION OF CATERING SERVICES.

Mandatory Requirements

All firms must provide:-

1. Copies of Certificate of Incorporation
2. Valid Tax Compliance Certificate from Kenya Revenue Authority
3. Registration with relevant regulatory/professional bodies

SCHEDULE OF REQUIREMENTS

MENU CATEGORIES

	ITEM	RATES	MENU OPTION/S 1 or 2 or 3
	BREAKFAST		
	Premier/VVIP		
	Delegates/VIP		
	Standard		
	TEA BREAK A.M/P.M		
	Premier/VVIP		
	Delegates/VIP		
	Standard		
	BRUNCH		
	Premier/VVIP		
	Delegates/VIP		
	LUNCH (PLATED MENU)		
	Premier/VVIP		
	Delegates/VIP		
	Standard		
	BUFFET (SPECIAL MENU)		
	Premier/ VVIP		
	Delegates/ VIP		
	Standard		
	DINNER		
	Premier/VVIP		
	Delegates/VIP		
	Standard		
	COCKTAIL		
	Premier/VVIP		
	Delegates/VIP		
	Standard		
	THEME DINNERS – GALAS		
	Kenyan		
	Indian		
	African		
	Around the world		

(Attach menus)

TECHNICAL EVALUATION

NO.	PARAMETERS	MAXIMUM SCORES
1	RELEVANT EXPERIENCE	
i	<p>Five (5) years and above (from the day of registration) -10 marks</p> <p>Below five years</p> <p>10/5X number of years</p>	10
ii	<p>Provide a list of clients and references to which the company has done similar outside catering services in the last 3 years.</p> <p>5 or more Clients with references – 20 marks</p> <p>Others prorated at:</p> $\frac{\text{Number of Clients}' \times 20}{5}$	20
2	STATUTORY COMPLIANCE	
I	Submit copy of NSSF Compliance Certificate or Evidence of Registration	10
ii	Submit Copy of NHIF Compliance Certificate or Evidence of Remittance of Employees NHIF Contributions	10
ii	Registration with relevant hotel and/or restaurant Regulatory body catering levy – Provide evidence	10
iii	<p>Health and Safety:-</p> <p>-Does your firm have a documented Health and Policy Document – Attach evidence</p> <p>Health Policy with evidence – 3 marks</p> <p>Firm compliance with public health requirements on medical health examinations (attach last certificates for at least 2 chefs and 3 support staff). Public health requirements on medical health examinations</p> <p>- 2 chefs and above – 4 marks</p> <p>1chef – 2 marks.</p> <p>- 3 support staff and above – 3 marks,</p> <p>2 support staff – 2 marks</p>	10

	1 support staff – 1 mark	
3	CAPACITY	
i	Please indicate minimum time required to deliver food after notice. One day and below – 10 marks Two days – 8 marks Three days – 6 marks Four days and above – 4 marks	10
ii	Financial Strength : Provide audited accounts for the last two years. Two years audited accounts – 10 marks One year audited accounts – 5 marks	10
	Provide details of catering equipment and other resources <ul style="list-style-type: none"> • Details of catering equipment including cutlery – 4 marks otherwise 0 marks 	4
	Details of vehicles owned to transport the food. Attach copies of log book(s) or evidence of ownership or lease document. Vehicle(s) for transport with evidence of logbook or evidence of ownership – 2 Marks otherwise 0 marks	2
4	PHYSICAL ADDRESS	
	Physical Facilities: Provide details of physical address and contacts – attach evidence <ul style="list-style-type: none"> • Details of physical address and contacts with copy of title or lease documents with latest utility bill – 4 marks 	4
TOTAL		100%
Only bidders who score 75% and above will be subjected to financial evaluation. Those who score below 75% will be eliminated at this stage from the entire evaluation process and will not be considered further.		

FORM PQ-1 – FRAME WORK AGREEMENT APPLICATION FORM

I/We hereby apply for application for
framework
agreement as Supplier/contractor/consultant of
.....

Post Office Address.....

Town.....

Street.....

Name of building.....

Room/Office No..... Floor No.....

Telephone No.....

Full Name of applicant.....

Other branches location.....

PQ-2 FINANCIAL POSITION AND TERMS OF TRADE

1. Attach a copy of firm’s six months bank statements and also give summary of assets and current liabilities. **(10 marks)**
2. Attach letter of reference from the bankers regarding supplier’s credit position.

FORM PQ-3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

FORM You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business
You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name
Location of business premises.
Plot No.....
Street/Road
Postal Address Tel No.
Fax E mail
Nature of Business ,.....
Application for frame work contract 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) – Frame work agreement Company

Private or Public
.....

State the nominal and issued capital of company-Nominal Kshs.
.....

Issued Kshs.

Given details of all directors as follows

Name Nationality Citizenship Details Shares
1.
2.
3.
4.

5

Date Signature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or application for frame work agreement.

FORM PQ 4 - PAST EXPERIENCE

NAMES OF THE APPLICANTS CLIENTS IN THE LAST TWO YEARS NAMES OF OTHER CLIENTS AND VALUES OF CONTRACT/ORDERS

1 Name of 1st Client (Organization)

i. Name of Client (organization)

.....

ii. Address of Client (organization)

.....

iii. Name of Contract Person at the client (organization)

iv. Telephone No. of client

.....

v. Value of Contract

.....

vi. Duration of Contract (date)

.....

(Attach documents evidence of existence of contract)

2. Name of 2nd Client (organization)

.....

i. Address of Client (organization)

.....

ii. Name of Contact Person at the client (organization)

iii. Telephone No. of Client

.....

iv. Value of Contract (date)

.....

v. Duration of Contract (date)

.....

(Attach documental evidence of existence of contract)

3. Name of 3rd Client (organization)

.....

i. Address of Client (organization)

.....

ii. Name of Contact Person at the client (organization)

iii. Telephone No. of Client.....

iv. Value of Contract

v. Duration of Contract (date)

(Attach documental evidence of existence or completed contract)

Others

Attach evidence eg LPOs, LSOs, Contract Agreements etc

FORM PQ 5: SWORN STATEMENT

Having studied the pre-qualification information for the above subject we/ I hereby state:

- a. The information furnished in our application is accurate.
- b. That in case of being contracted we acknowledge that this grants us the right to participate in due time in the submission of the services on call offs as may be necessary.
- c. We enclose all the required documents and information required for the frame work contracting evaluation.

Date.....

Applicants Name.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal)

FORM PQ 6: DOCUMENT PRESENTATION

(Bound and paginated 10 marks)

FINANCIAL EVALUATION

The qualified firms will be invited for Framework Agreement that maybe required for call off as and when required

Signature.....

(Full name and designation of the person and stamping or seal)

SWORN STATEMENT

Having studied the pre-qualification information for the above subject we/ I hereby state:

- a. The information furnished in our application is accurate.
- b. That in case of being contracted we acknowledge that this grants us the right to participate in due time in the submission of the services on call offs as may be necessary.
- c. We enclose all the required documents and information required for the frame work contracting evaluation.

Date.....

Applicants Name.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal)

SECTION VIII - STANDARD FORMS-

Notes on the sample Forms

1. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

2. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price./price schedule

3. Food and beverage work ethics and instructions - Where required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the service provider of the goods where the tenderer is an agent.

TENDER-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.**

To: Kenyatta International Convention Centre

P. O. BOX 30746-00100

NAIROBI.

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 [insert number of months or years] starting on [insert date], 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 ITT.

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 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]

Duly authorized to sign the bid for and on behalf

of:..... **[insert complete name of Bidder]**

8.4 CONTRACT FORM

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

**1. FRAMEWORK AGREEMENT
FOR**

PROVISION OFTO KICC

THIS FRAMEWORK AGREEMENT ("Agreement"), entered into on _____ 2018, by and between:

Company Name

Contact:

.....

AND

(KENYATTA INTERNATIONAL CONVENTIONAL CENTRE)

Hereinafter referred to as the Buyer

Whereas, the Buyer has tendered for a Framework Agreement for the provision of

.....services to be used in the financial year 2018-2020

Whereas, this Agreement is for the potential purchase of.....

Whereas, based on the Seller's quotation and price dated Based on the

quality, price the Seller has been selected to be primary supplier *for KICC*.

Whereas, KICC wishes to purchase..... at a fixed price and fixed specification for a fixed duration.

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1. Item

1.1 Primary stock: The seller agrees to supplyas and when need arises within the FY 2018-2020. (*According to the attached detailed specifications*).

KICC will issue an LSO/LPO if and when required. In such case, the provider will ensure that their is sufficient such stock through the year.

Article 2. Term

2.1 The Term of this Agreement shall be from/...../18 to/...../20. It may be

extended with prior agreement of the Parties.

Article 3. Price

3.1 Fixed price: Throughout the Term of this Agreement the maximum price of the Goods/service shall be fixed as per the price schedule:

3.2 Variation: The above prices can be re-negotiated if there is a sustained change (positive or negative).

Article 4. Purchase of Goods

4.1 KICC shall hire the Goods individually as and when required. It shall be the responsibility of the KICC to issue purchase orders accordingly. Such orders shall be in accordance with the terms of this Agreement and shall identify the number of Goods required/services to be rendered as per delivery terms

Article 5. Conditions of Purchase

5.1 Inspection: KICC will inspect/evaluate the quality of hired goods/services on delivery at the KICC offices to clear for payment.

5.2 Delivery date: To be defined at each Purchase Order

5.3 Payment terms: By bank transfer within 30 days after invoicing, and confirmation that Goods/services rendered are in order.

Article 8 Breach

6.1 If the Seller breaches any term or condition of this Agreement, or the conditions set out in any given purchase order, including but not limited to quality of the goods, price and delivery requirements, KICC shall be entitled to immediately purchase the goods from any other source.

Article 9 General Terms and Conditions

7.1 All terms and conditions not mentioned herein shall be governed by the Public Procurement and Disposal Act 2015.

7.2 Termination: Should Seller or the Buyer wish to terminate this agreement either party should give 3 months written notice detailing their reasons for such a request.

7.3 Service Measurements & Performance: The Seller is required to demonstrate their performance. Failure to meet the targets contained herein will be

deemed to be a failure in servicing the agreement. Professional and timely provision of the services purchased is of paramount importance to KICC and if the Seller subsequently fails to meet these expectations KICC reserves the right to find a suitable alternative supplier.

Article 9 Final Provisions

This contract is produced in two copies, whereby the Seller shall keep one and the Buyer shall keep the original copy after signature.

The Procurement Entity :

The Supplier :

Name of Signatory: _____

Name of Signatory: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Witnesses:

Name of Signatory: _____

Name of Signatory: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

8.7 FOOD AND BEVERAGE WORK ETHICS AND INSTRUCTIONS

Catering - Detail of Service.

1. Provision of five and four star catering products to KICC; breakfast, ice breaker tea, morning and afternoon coffee/tea, brunch, high teas, lunch and dinner meals.
2. Provision of five and four star catering services to KICC. Professional catering services include silver service, American/plate service, buffet service, gueridon service, bar service and fast food services.
3. Scheduled times for serving breakfast, tea break, high tea (brunch), lunch and dinner will be according to clients request however, we expect it to be as follows;

Meal	Time
Breakfast	6.00 a.m. and 10.30 a.m.
Morning Coffee Break	9.30 a.m. and 11.00 a.m.
Lunch	11.30 a.m. and 2.30 p.m.
Afternoon coffee Break	2.30p.m.and 3.00p.m.
Dinner	5.30 .m. and 9.00 p.m.

4. The food and beverage items served at KICC will be required to be
 - Transported in the required temperature (below 4 degrees and above 60 degrees centigrade) in insulated food carriers for hot and cold dishes or refrigerated food trucks.
 - Maintained or stored, displayed and/or served in the required food safe temperature (below 5 degrees and above 60 degrees centigrade) while in KICC.
 - Protected from cross contamination by all means. Specific requirements for the protection of ready-to-eat food that is on display. These include supervision of the display area, separate serving utensils for each food, and protective barriers/covers.
 - No live cooking allowed within KICC building premises. With approval from the CEO office caterers will be allowed to set up a make-shift or finishing kitchen that adhere to County, National health regulations and HCAAP Standards. The designated location of the kitchen will be cleaned, sanitized and maintained to keep micro-organism at low level.
5. The Food and Beverage personnel will be required to:
 - Wear neat clean, starched and neatly pressed uniforms.Do not wear damaged or deteriorating uniforms, aprons or garments. No buttons and no pockets

above the waist. Wear clean, comfortable, odourless shoes of plain neat design. (fashion is not as important here as safety and comfort)

- Uniforms, aprons, disposable food gloves and garments should be clean and changed regularly when necessary. No handling of food with bare hands by whatsoever means.
- Uniforms or aprons should not be worn outside the food-preparation area.
- Avoid wearing jewelry while handling or preparing food.
- Be clean and avoid strong scented perfumes/sprays.
- Clean-shaven (for men) or with moustache and /or beard neatly trimmed. In addition, ladies wear light make-up and clear nail varnish (if worn).
- Keep hair clean and well maintained
- Cover any cuts or burns with clean and hygienic water proof dressings
- Wash hands with soap under running warm water as often as required and avoid habits that will cause food contamination such as running their fingers through their hair, chewing gum, putting fingers in the ears and nostrils, eating over unprotected food
- Wear nametags with their names clearly displayed on the left side of the chest. Waiters and Waitress in service should carry waiter's service kit (service cloth, corkscrew, note pad and a pen).
- Stay in their designated positions within the function room and avoid loitering around in the convention facility.

6. Food & Beverage equipment used to transport and serve food shall

- Conform to standard set up by a certified body e.g SGS (HACCP) equivalent body or and will generally need be
- Well designed with 'food-safe' characteristics
- Non toxic (or appropriate levels of toxicity)
- Easy to clean (or appropriate for use)
- Likely to reduce the risk of any form of contamination
- Designed for a low consequence of error in use.

IMPORTANT NOTES

1. The dining area set up for small functions should be ready at least one hour before the meeting starts and for bigger functions a day before. The dining/setup area shall be agreed upon by the function organizer, the F & B and caterer at least a day before the function day. Set up tables, dining tables, cocktail tables and landing tables should all be skirted with suitable and clean linen. Provision should be made for extra table and chairs within the dining room. The setup, table arrangement and general service arrangement should be comfortable and appealing to the guest.
2. In case the client requires optional meal supplements, communication will be done to the caterer and the charges will be incorporated in the whole package.

3. All details of decoration must be made known in advance. No decorations involving tape to wallpaper or tucks or nails to woodwork or any other damage to the building will be permitted.
4. All food drops/spillages should be quickly picked/wiped and cleaned to prevent accidents. In case of any spillages in the dining room or back area a chair should be placed on top of the wetted floor so that clients/personnel avoid the wet surface.
5. The atmosphere should set the mood and tone of the dining room. The banqueting services should be exceptional and the guest should get value for their money.
6. Continuous improvement of service is paramount especially to repeat guest.
7. The staff must have sufficient knowledge of all the items on the menu and wine and drink lists in order to advise and offer suggestions to customers. In addition, they must know how to serve correctly each dish on the menu, what are its accompaniments, the correct cover and the ingredients of the dish and its garnish. For beverage service the staff should know how to serve various types of wine and drink, in correct containers (e.g. glasses, cups) and at the right temperature.

DO'S FOR CATERER

- 1) The caterer will bring OWN staff for set up.
- 2) The caterer will use OWN quality linen in lining/covering setup tables, dining tables, sit cover with tie bands, landing tables, cocktail tables, back area tables, guest napkins, tray mats, service clothes, glass clothes and hot towels.
- 3) The caterer will cover all tables.
- 4) Efficient breakdown after the function.
- 5) The caterer will clear the venue after the function of all dirt that has been dropped during the catering service.
- 6) The caterer will place protective materials on the carpet to avoid spillages, which will stain, and damage the surface.
N.B Damages to the floor surface (carpet, grass, cabro, etc) will be costed and surcharged to the caterer
- 7) The caterer will provide OWN disposal bags/mechanism.
- 8) No LIVE COOKING is allowed within the KICC building premises.
- 9) Caterers MUST bring their own clean and working fire-fighting equipment. (Fire extinguishers, blankets).

ENTRANCE AND EXIT OF FOOD & BEVERAGE EQUIPMENT

All food and beverage items, tools and equipment will enter KICC building from the Harambee Avenue and will proceed to the entrance as advised (Lower ground floor entrance or Tsavo hydraulic door entrance) to offload items.

Caterers shall declare their property at point of entrance/exit and record/checkout in the property register.

LOST AND FOUND

All lost and found items shall be reported and delivered to the security. Record with security officer the lost and found items.

IN WITNESS WHERE OF the parties here to have caused this AGREEMENT to be signed on the date here above indicated.

DATED thisday of2018

CATERING COMPANY

CATERING COMPANY REPRESENTATIVE

SIGN.....

CONTACT

CHIEF EXECUTIVE OFFICER, THE KICC

SIGN.....

WITNESS

SIGN.....