

ETHICS AND ANTI- CORRUPTION COMMISSION



TENDER DOCUMENT

FOR

PROVISION OF OUTSIDE CATERING SERVICES (FRAMEWORK CONTRACT FOR ONE YEAR RENEWABLE)

TENDER NO. EACC /06/2018-2019

IFMIS NO.691790

CLOSING ON 28TH SEPTEMBER, 2018 AT 11.00 AM

INTEGRITY CENTRE
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SERIAL NO.

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SECTION I – INVITATION TO TENDER

Date: 13th September 2018

Tender Ref. No. EACC/06/2018-2019

Tender Name: PROVISION OF OUTSIDE CATERING SERVICES
(FRAMEWORK CONTRACT FOR ONE YEAR RENEWABLE)

The Ethics and Anti- Corruption Commission invites sealed tenders from eligible candidates for Provision of Catering Services.

Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management office, Ground Floor at Integrity Centre during normal working hours.

The document can also be downloaded from the Commission's website www.eacc.go.ke or IFMIS suppliers portal supplier.treasury.go.ke free of charge.

Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 120 days from the closing date of the tender.

Completed tender documents MUST be submitted through the IFMIS portal so as to reach the:

The Secretary/Chief Executive Officer
Ethics and Anti-Corruption Commission
P. O. Box 61130-00200
NAIROBI

on or before 28th September 2018 at 11.00 am East African time.

Tenders must be accompanied by a tender Security of Kes.50,000.00. Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at Integrity Centre, 1st Floor Boardroom.

Secretary/ CEO
Ethics and Anti-Corruption Commission

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

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

2.2 Cost of tendering

- 2.2.1** The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3** The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1 The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially

responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

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

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

2.5 Amendment of documents

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

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

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

2.6 Language of tender

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

2.7 Documents Comprising the Tender

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

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 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 in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

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

2.12 Tender Security

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

- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 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.
 - d) Letter of credit
- 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 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 120 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

(b) bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE (28th September, 2018 at 11.00 a.m),”

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than (28th September, 2018 at 11.00 a.m)

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

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

2.17 Modification and withdrawal of tenders

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

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

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

- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. 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, at Integrity Centre, 1st Floor (**28th September, 2018 at 11.00 a.m**) and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender. 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 22.3 the following evaluation methods will be applied:

(a) Operational Plan.

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

(b) Deviation in payment schedule.

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

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

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

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

2.23. Contacting the procuring entity

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

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

2.24 Award of Contract

a) Post qualification

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

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

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

b) Award Criteria

2.24.3 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.

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 and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

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

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

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

2.27 Performance Security

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

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 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;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Appendix to instructions to tenderers

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Particulars of eligible tenderers: Hotels and/or Restaurants Registered in Kenya.
2.10	Particulars of other currencies allowed – N/A.
2.11	Particulars of eligibility and qualifications documents of evidence required – i) Certificate of Registration ii) Certificate of valid tax compliance iii) VAT Certificate iv) Form of Tender v) Fully Filled Confidential Business Questionnaire.
2.12	Particulars of tender security if applicable. Kshs. 50,000.00 valid for an additional thirty (30) days after the expiry of the tender validity period.(150 days from the date of tender opening)
2.12.3	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 PPOA
2.16	All tenders must be submitted through the IFMIS system. Any other submission will not be acceptable
2.18	Opening of tenders will be conducted electronically through the IFMIS system.
2.22	Evaluation Criteria The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents:-

a) Mandatory Requirements (MR)

No.	Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of certificate of Registration/Incorporation	
MR2	Must Submit a copy of a valid Tax Compliance certificate	
MR3	Must Fill the Price schedule in the format provided	
MR4	Must Fill the Form of Tender in the Format provided	
MR5	Must submit a tender security of Kes.50,000.00	
MR6	Must submit a dully filled up self-declaration form in format provided	
MR7	Must submit a dully filled up Confidential Business Questionnaire in format provided	
MR8	Proof of compliance to the catering levy (letter from catering levy regulator)	
MR9	Must submit the bid through IFMIS System	

At this stage, the tenderer's submission will either be responsive in the entire mandatory (MR) requirements above or non-responsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

b) Technical Evaluation

NO.	PARAMETERS	MAXIMUM SCORES
1	RELEVANT EXPERIENCE	
i	Five (5) years and above (from the day of registration) -10 marks Below five years 10/5X number of years	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. i.e. 2015,2016 and 2017.</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 1chef – 2 marks.</p> <p>- 3 support staff and above – 3 marks, 2 support staff – 2 marks 1 support staff – 1 mark</p>	10
	3	CAPACITY	
	i	<p>Please indicate minimum time required to deliver food after notice.</p> <p>Two hours and below – 10 marks Three hours – 8 marks Four Hours – 6 marks Five Hours and above – 4 marks</p>	10
	ii	Financial Strength: Provide audited accounts	10

	for the last two years. i.e 2017 and 2016 Two years audited accounts – 10 marks One year audited accounts – 5 marks	
	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.		
Award Criteria: Award will be made to the Lowest evaluated bidder.		
2.24	Particulars of post – qualification if applicable. EACC may inspect the premises and /or check the accuracy of any or all information provided by the bidder before awarding a contract.	
2.30	Particulars of performance security if applicable – The successful tenderer's tender security will be discharged upon the tenderer signing the contract. The performance security equivalent to Kes.50,000 in the form of a bank guarantee.	
Other's as necessary	Complete as necessary	

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

- 3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.
- 3.6.2 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) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 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 any time terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	The successful tenderer's tender security will be discharged upon the tenderer signing the contract and submitting the performance security equivalent to Kes 20,000/= in form of a Bank Guarantee.
3,7	Specify method of Payments. Payments shall be made on monthly basis within 30 days upon receipt of delivery note(s) and Invoice(s).
3.9	Specify price adjustments allowed – N/A
3.14	Specify resolution of disputes. Disputes to be settled as per the Arbitration Laws of Kenya
3.17	Specify applicable law – Laws of Kenya

SECTION V – SCHEDULE OF REQUIREMENTS

The Ethics and Anti-Corruption Commission 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:-

- 1) Tea and snacks during meetings on need basis
- 2) Plate of lunch on need basis
- 3) Buffet Lunch during meetings on need basis
- 4) 500ml bottled water (pure natural mineral water) indicate brand to provide.

NB/

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

5.1 Delivery Area

The services will be offered at :

- 1) The Commission's Headquarters, Integrity Centre, Jakaya Kikwete/ Valley Road Junction or
- 2) Kenya Integrity and Leadership (KLIFF) offices, Nairobi Business Park, Ngong Road.

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 EACC. 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 EACC 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 EACC, 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 EACC
- 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 EACC 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

5.3 Bidder’s Experience Requirements

Potential suppliers are required to submit details of at least five (5 No.) organizations where they have undertaken similar outside catering services in the format given below. This is so that references may be obtained. Ensure you have provided reference letters from the organizations duly signed and stamped by the relevant officer. The reference letters must be in the organizations letterheads.

Contact Information Details

1. Name of company
- Name of contact person.....
- Designation.....
- Telephone number.....
- e-mail address.....

2. Name of company
- Name of contact person.....
- Designation.....
- Telephone number.....
- e-mail address.....

3. Name of company
Name of contact person.....
Designation.....
Telephone number.....
e-mail address.....

4. Name of company
Name of contact person.....
Designation.....
Telephone number.....
e-mail address.....

5. Name of company
Name of contact person.....
Designation.....
Telephone number.....
e-mail address.....

Ensure you have provided reference letters for ALL the above organizations, duly signed and stamped by the relevant officer. The reference letter MUST be on the organization's letterhead.

Details of Buffet Lunch

Please give details of the proposed buffet lunch you intend offer. {Maximum Two (2) page}

SECTION VI DESCRIPTION OF SERVICES

The Outside Catering Services required include: -

- 1) Tea and Snacks on need basis during meetings.
- 2) Buffet Lunch or in a plate on need basis during meetings. This is to include starters, main dishes, dessert and beverages
- 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) 500ml bottled water (pure natural mineral water) (keringet or equivalent indicate) (brand to provide).

The caterer shall on request and at no additional labour charge provide food and waiting services for functions held by EACC. The waiting services shall be at no extra cost.

NOTES:

- 1) 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 AND EQUIPMENT TO WARM FOOD MUST BE PROVIDED.** In addition the caterer must clear the tables after use and ensure that the tables are clean.

EXAMPLE OF EXECUTIVE MEAL

Ngwaci/Nduma/Pancake/Green Maize Boiled
Fresh Juice

Beef Stew/ Grilled Chicken/Fried Matumbo
Vegetable Rice/Brown/white Chapati/Ugali
Traditional Vegetables
Vegetable Salad
Fresh Juice
Assorted Fruits

Sausages/Chicken Sandwiches/Fried Gizzards/Ngwaci
Fresh Juice

Chicken Dhania/Fried Liver/Ox-Tail
Mukimo/Pilau/Matoke
Vegetables
Vegetable Salad

Fresh Juice
Assorted Fruits

Sausages/Boiled Maize/ Toasted Bread
Mini Ndazi/Nduma

Fresh Juice

Beef Stroganoff/Breaded Fish Fillet/Pan Fried Goat
Tomato Rice/Lyonasse Potatoes/Githeri

Vegetables

Vegetable Salad

Fresh Juice

Assorted Fruits

Ngwaci/Samosas/Veg. spring rolls/Pancake

Fish Fingers

Fresh Juice

Chicken Maryland/Ossubucco/Matumbo

Vegetable Rice/Roast Potatoes/Chapati

Creamed Spinach/Peas&Carrots

Vegetable Salad

Fruit Salad

Fresh Juice

Chicken Sandwiches/Doughnuts/fried gizzards

Fresh Juice

EXAMPLE OF ORDINARY MEALS

Samosas/Sausage

Mini Ndazi/ Nduma

Beef Stew/ Grilled Chicken

Vegetable Rice/Chapati

Mixed Vegetables

Fresh Juice

Pancakes/Chicken Sandwich

Boiled Maize

Chicken Dhania/Fried Liver

Mukimo/Pilau

Vegetables
Seasonal Fruit

Doughnuts/Samosas
Ngwaci

Beef Stroganoff/Breaded Fish Fillet
Tomato Rice/Lyonasse Potatoes
Vegetables
Fresh Juice

Cereals

Sausages/Samosas/Veg. spring rolls
Mini Ndazi

Chicken Maryland/Ossubucco
Vegetable Rice/Roast Potatoes
Creamed Spinach/Peas&Carrots
Fruit Salad

Queen Cakes/Sausage/Samosa
Nduma

Whole Fish/Pan fried Goat
Ugali/Pilau

Traditional Vegetables

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form

FORM OF TENDER

Date _____

Tender No. EACC/06/2018-2019

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 **Outside Catering 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 **Kes 50,000** of the Contract Price for the due performance of the Contract, in the form prescribed by Ethics and Anti-Corruption Commission (EACC).
4. We agree to abide by this Tender for a period of **120 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 our 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

NO.	ITEM DESCRIPTION	QTY	Duration	UNIT PRICE	TIME TO DELIVER	REMARKS
Provision of catering services						
Cluster 1						
MANAGEMENT LEVEL(EXECUTIVE MEALS)						
a)	Tea	On a need basis				
	milo					
	coffee					
b)	Snacks <ul style="list-style-type: none"> • Minimum two protein mixed • Two starch food • Fresh Juice • Assorted Fruits (minimum 2 different) 					
c)	lunches <ul style="list-style-type: none"> • Minimum four protein mixed (plants, white and red protein foods) • Three starch food • 2Vegetables (1Traditional and 1 conventional) • Vegetable Salad • Fresh Juice • Assorted Fruits (minimum 3 different) 					
Cluster 2.						
STANDARD LEVEL(ORDINARY MEALS)						
a)	Tea	On a need basis				
b)	Snacks <ul style="list-style-type: none"> • Minimum one protein mixed • Two starch food 					
c)	lunches <ul style="list-style-type: none"> • Minimum three protein mixed (plants, white and red protein foods) • Three starch food 					

	<ul style="list-style-type: none"> • Vegetables • soda / water • Assorted Fruits (minimum 2 different) 					
Cluster 3. LUNCHES , PLATE						
d)	lunches , plate <ul style="list-style-type: none"> • Minimum two protein mixed (plants, white or red protein foods) • two starch food • Vegetables • soda / water • a Fruits 	On a need basis				
Total Unit price to post on IFMIS for the 3 clusters of meals (Kes)						
<p>The supplier should indicate the cost of each item that is necessary to meet the requirements of EACC. This is a fixed price contract and therefore the price quotation shall include inter alia direct and indirect wages, overheads, cost of transport, cost of materials, service charge, catering levy, VAT and other applicable taxes etc</p> <p>NB: The services will be rendered on need basis and the quantities will vary from time to time. 2) Payments shall be made on monthly basis within 30 days upon receipt of Invoice(s). 3) The contract will be awarded to the lowest evaluated bidder for the entire contract package.</p>						
Signature _____ and Rubber _____ Stamp _____ of tenderer						

NB:

Ensure the Total Price on your Price Schedule and Form of Tender is what is fed on IFMIS as Bid Price. If the IFMIS Price does not match the Form of Tender Price, your bid will be disqualified.

CONTRACT FORM

THIS AGREEMENT made the ___day of ____20___between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the Procuring entity”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the procuring entity invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by_____the _____(for the Procuring entity)

Signed, sealed, delivered by_____the _____(for the tenderer)

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.....</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch.....</p>																				
<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details</p> <p>.....</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship details	Shares			1.	2.	3.	4.
Name	Nationality	Citizenship details																		
Shares																				
1.																		
2.																		
3.																		
4.																		
<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>			Name	Nationality	Citizenship details	Shares			1.	2.	3.	4.
Name	Nationality	Citizenship details																		
Shares																				
1.																		
2.																		
3.																		
4.																		
<p>Date.....Signature of</p> <p>Candidate.....</p>																				

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)

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)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount

of

[amount of guarantee in figures and words].

We, the

[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding

[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment

received by the tenderer under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

_____ *[name of bank or financial institution]*

_____ *[address]*

_____ *[date]*

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

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

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

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (*insert the name of the company / supplier*)-----
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

NameSignature.....Date

Company Seal / Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (*insert the name of the company / supplier*) -----
--declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp

NON - DEBARMENT DECLARATION

We (*insert the name of the company / supplier*) -----
--declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

NameSignature.....Date

Company Seal / Business Stamp