



## **TENDER FOR THE PROVISION FOR CATERING SERVICES.**

**(RESERVED FOR THE YOUTH, WOMEN AND PERSONS  
WITH DISABILITIES (PWDS))**

**REF NO: CAK/TEND /004/2019-2020**

**CLOSING DATE: WEDNESDAY 16<sup>TH</sup> OCTOBER, 2019  
TIME: 12.00PM**

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## **INTRODUCTION**

### **Background**

The Competition Authority of Kenya (CAK) was created by the Competition Act No. 12 of 2010, and is entrusted with the overall duty of safeguarding competition in the national economy by carrying out inquiries, studies and research into matters relating to competition and the protection of the interests of consumers amongst its other functions. The information generated from inquiries, studies and research, enable the Authority to enforce competition in the market and to advise the government on matters relating to competition and consumer welfare. In enforcing its mandate, the Authority intends to undertake a regional study of the trucking and haulage industry in the EAC particularly along the northern corridor.

The overall objective is to review any potential competition concerns that need to be addressed through an extensive study with a view of minimizing the cost of doing business in the region and thus promote intra-regional trade.

The Authority pursues the following objectives in line with its stated themes:

### **Theme1: Enforcement of Competition and Regulation of Mergers**

- a) To increase deterrence on anti-competitive practices.
- b) To enhance market surveillance.
- c) To enhance transparency, accountability and pre

### **Theme 2: Consumer Protection**

- a) To increase deterrence on unfair and misleading market practices.
- b) To empower consumers to exercise choice.
- c) To enhance transparency, accountability and predictability.
- d) To promote creation and strengthening of Consumer bodies.

### **Theme 3: Research and Advocacy**

- a) To expand market frontiers.
- b) To deepen integration regionally and internationally.
- c) To deepen the Authority's understanding of sectoral markets.
- d) To advance the Authority's Knowledge Management.
- e) To enhance institutional risk management practices.

### **Theme 4: Visibility and Corporate Image**

- a) To increase outreach and awareness.

- b) To enhance corporate visibility (Locally, Regionally, and internationally).
- c) To strengthen media relations.

#### **Theme 5: Organizational Sustainability**

- a) To broaden revenue streams.
- b) To optimize use of resources.
- c) To improve productivity and efficiency.
- d) To enhance institutional capacity.

## SECTION I – INVITATION TO TENDER

Date: 2<sup>ND</sup> October, 2019.

TENDER REF No. CAK/TEND/004/2019-2020.

NAME: PROVISION OF CATERING SERVICES.

- 1.1 The Competition Authority of Kenya (Authority) invites sealed bids from eligible **registered Youth and Women** candidates for the **Provision of Catering Services**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **Competition Authority of Kenya, Kenya Railways Building, Block D, on the Ground floor, Procurement office, Workshop road off Haile Selassie Avenue, P.o Box 36265-00200 Nairobi** during normal office working hours.

Tenderer shall furnish, as part of its tender, a tender securing declaration form in the format provided.

1.3 Submission of Technical Proposal and Financial Proposal shall be marked **“ORIGINAL”** or **“COPY”**. The original and copy of the Technical Proposal shall be placed in a sealed envelope clearly marked **“TECHNICAL PROPOSAL”**. The original and copy of the Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”** and indicated: **“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**. Both envelopes shall be placed into an outer envelope, sealed and marked **TENDER FOR THE PROVISION OF CATERING SERVICES**.

**TENDER REF.NO.CAK/TEND/004/2019-2020** and deposited in the Tender Box situated at Kenya Railways Building Block “D” Ground Floor or sent by post to:

**Director General**  
**Competition Authority of Kenya**  
**Kenya Railways Building, Block “D”**  
**P. O. Box 36265 – 00200**  
**Nairobi, Kenya**

1.4 So as to reach not later than **Wednesday, 16<sup>TH</sup> October, 2019 at 12.00pm**. Proposals submitted later than the indicated closing date and time shall automatically be disqualified. Bidders and their representatives may attend and witness the opening of the RFP to be held at the CAK conference Room located on the Ground floor, Kenya Railways Building, Block D.

1.5 Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the RFP.

1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **CAK offices**.

**Director-General**  
**Competition Authority of Kenya**

## **SECTION II – INFORMATION TO CONSULTANTS (ITC)**

### **Table of Contents**

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## SECTION II: - INFORMATION TO CONSULTANTS (ITC)

### 2.1 Introduction

- 2.1.1 The Client named in the Appendix to “ITC” will select a firm among those invited to submit a proposal, in accordance with the method of selection detailed in the appendix. The method of selection shall be as indicated by the procuring entity in the Appendix.
- 2.1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Appendix “ITC” for consulting services required for the assignment named in the said Appendix. A Technical Proposal only may be submitted in assignments where the Client intends to apply standard conditions of engagement and scales of fees for professional services which are regulated as is the case with Building and Civil Engineering Consulting services. In such a case the highest ranked firm of the technical proposal shall be invited to negotiate a contract on the basis of scale fees. The proposal will be the basis for Contract negotiations and ultimately for a signed Contract with the selected firm.
- 2.1.3 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to liaise with the Client regarding any information that they may require before submitting a proposal and to attend a pre-proposal conference where applicable. Consultants should contact the officials named in the Appendix “ITC” to arrange for any visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.1.4 The Procuring entity will provide the inputs specified in the Appendix “ITC”, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
- 2.1.5 Please note that (i) the costs of preparing the proposal and of negotiating the Contract, including any visit to the Client are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.



2.1.6 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate.

2.1.7 The price to be charged for the tender document shall not exceed Kshs.1, 000/= if obtained from the Authority but free of charge when downloaded from the website.

2.1.8 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2.2 Clarification and Amendment of RFP Documents**

2.2.1 Consultants may request a clarification of any of the RFP documents only up to seven [7] days before the proposal submission date. Any request for clarification must be sent in writing by paper, mail, cable, telex, facsimile or electronic mail to the Client's address indicated in the Appendix "ITC". The Client will respond by cable, telex, facsimile or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2.2 At any time before the submission of proposals, the Client may for any reason, whether at his own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex or facsimile to all invited consultants and will be binding on them. The Client may at his discretion extend the deadline for the submission of proposals.

## **2.3 Preparation of Technical Proposal**

2.3.1 The Consultants proposal shall be written in English language

2.3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

2.3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) If a firm considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy as appropriate. Consultants shall not associate with the other consultants invited for this assignment. Any firms

associating in contravention of this requirement shall automatically be disqualified.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-time is given in the Appendix. The proposal shall however be based on the number of professional staff-time estimated by the firm.
- (iii) It is desirable that the majorities of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must as a minimum, have the experience indicated in Appendix, preferably working under conditions similar to those prevailing in Kenya.
- (v) Alternative professional staff shall not be proposed and only one Curriculum Vitae (CV) may be submitted for each position.

2.3.4 The Technical Proposal shall provide the following information using the attached Standard Forms;

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment the outline should indicate *inter alia*, the profiles of the staff proposed, duration of the assignment, contract amount and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference, a list of services and facilities to be provided by the Client.
- (iii) A description of the methodology and work plan for performing the assignment.
- (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing.
- (v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.

- (vi) Estimates of the total staff input (professional and support staff staff-time) needed to carry out the assignment supported by bar chart diagrams showing the time proposed for each professional staff team member.
- (vii) A detailed description of the proposed methodology, staffing and monitoring of training, if Appendix “A” specifies training as a major component of the assignment.
- (viii) Any additional information requested in Appendix “A”.

2.3.5 The Technical Proposal shall not include any financial information.

## **2.4 Preparation of Financial Proposal**

2.4.1 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section D). It lists all costs associated with the assignment including; (a) remuneration for staff (in the field and at headquarters), and; (b) reimbursable expenses such as subsistence (per Diem, housing), transportation (International and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. If appropriate these costs should be broken down by activity.

2.4.2 The Financial Proposal should clearly identify as a separate amount, the local taxes, duties, fees, levies and other charges imposed under the law on the consultants, the sub-consultants and their personnel, unless Appendix “A” specifies otherwise.

2.4.3 Consultants shall express the price of their services in Kenya Shillings only.

2.4.4 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission Form.

2.4.5 The Proposal must remain valid for 120 days after the submission date. During this period, the consultant is expected to keep available, at his own cost, the professional staff proposed for the assignment. The Client will make his best effort to complete negotiations within this period. If the Client wishes to

extend the validity period of the proposals, the consultants shall agree to the extension.

## **2.5 Submission, Receipt, and Opening of Proposals**

2.5.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

2.5.2 For each proposal, the consultants shall prepare the number of copies indicated in Appendix "A". Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.

2.5.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL,**" and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL**". Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Appendix "ITC" and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE.**"

2.5.4 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Appendix "ITC". Any proposal received after the closing time for submission of proposals shall be returned to the respective consultant unopened.

2.5.5 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the opening committee. The Financial Proposal shall remain sealed and deposited with a responsible officer of the client department up to the time for public opening of financial proposals.

## **2.6 Proposal Evaluation General**

2.6.1 From the time the bids are opened to the time the Contract is awarded, if any consultant wishes to contact the Client on any matter related to his proposal,

he should do so in writing at the address indicated in the Appendix "ITC". Any effort by the firm to influence the Client in the proposal evaluation, proposal comparison or Contract award decisions may result in the rejection of the consultant's proposal.

2.6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## **2.7 Evaluation of Technical Proposal**

2.7.1 The evaluation committee appointed by the Client shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as indicated on the data sheet.

2.7.2 Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Appendix "ITC".

## **2.8 Public Opening and Evaluation of Financial Proposal**

2.8.1 After Technical Proposal evaluation, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned after completing the selection process. The Client shall simultaneously notify the consultants who have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals and stating that the opening ceremony is open to those consultants who choose to attend. The opening date shall not be sooner than seven (7) days after the notification date. The notification may be sent by registered letter, cable, telex, facsimile or electronic mail.

2.8.2 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the technical. Scores and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

2.8.3 The evaluation committee will determine whether the financial proposals are complete (i.e. whether the consultant has costed all the items of the corresponding Technical Proposal and correct any computational errors. The cost of any unpriced items shall be assumed to be included in other costs in the

proposal. In all cases, the total price of the Financial Proposal as submitted shall prevail.

2.8.4 While comparing proposal prices between local and foreign firms participating in a selection process in financial evaluation of Proposals, firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias in proposal prices. However, there shall be no such preference in the technical evaluation of the tenders. Proof of local incorporation and citizenship shall be required before the provisions of this sub-clause are applied. Details of such proof shall be attached by the Consultant in the financial proposal.

2.8.5 The formulae for determining the Financial Score (Sf) shall, unless an alternative formulae is indicated in the Appendix "ITC", be as follows:-

$Sf = 100 \times \frac{F_m}{F}$  where Sf is the financial score; Fm is the lowest priced financial proposal and F is the price of the proposal under consideration. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal; P= the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the Appendix. The combined technical and financial score, S, is calculated as follows:-  $S = St \times T \% + Sf \times P \%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

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

2.8.8 Where contract price variation is allowed, the cumulative value of all contract variation do not result in an increment of the total contract price by more than twenty five per cent of the original contract price.

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

## **2.9 Negotiations**

2.9.1 Negotiations will be held at the same address as "address to send information to the Client" indicated in the Appendix "ITC". The aim is to reach agreement on all points and sign a contract.

2.9.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out final Terms of Reference, staffing and bar charts indicating activities, staff periods in the field and in the head office, staff-months, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the Contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.

2.9.3 Unless there are exceptional reasons, the financial negotiations will not involve the remuneration rates for staff (no breakdown of fees).

2.9.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

2.9.5 The negotiations will conclude with a review of the draft form of the Contract. To complete negotiations the Client and the selected firm will initial the agreed Contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

2.9.6 The procuring entity shall appoint a team for the purpose of the negotiations.

## **2.10 Award of Contract**

2.10.1 The Contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.

2.10.2 The selected firm is expected to commence the assignment on the date and at the location specified in Appendix “A”.

2.10.3 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.

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

2.10.5 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.

2.10.6 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.

## **2.11 Confidentiality**

2.11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the Contract.

## **2.12 Corrupt or fraudulent practices**

2.12.1 The procuring entity requires that the consultants observe the highest standards of ethics during the selection and award of the consultancy contract and also during the performance of the assignment. The tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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



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

## **Appendix to information to consultants**

### **Notes on the Appendix to Information to Consultants**

1. The Appendix to information to consultant is intended to assist the procuring entity in providing specific information in relation to corresponding claims in the information to consultants included in Section II and the appendix has to be prepared for each specific consultancy.
2. The Procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the assignment of the consultancy and the proposals evaluation criteria that will apply to the RFP Consultancy.
3. In preparing the appendix the following aspects should be taken into consideration.
  - (a) The information that specifies or complements provisions of Section II to be incorporated.
  - (b) Amendments of Section II as necessitated by the circumstances of the specific consultancy to be also incorporated
  - (c) Section II should remain unchanged and any changes or amendments should be introduced through the appendix.

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

#### **Clause Reference**

2.1 The name of the Client is: **COMPETITION AUTHORITY OF KENYA**

2.1.2 Technical and Financial Proposals are requested: Yes ☒ No ☐

#### **2.1.3 THE NAME AND DESCRIPTION OF THE ASSIGNMENT ARE PROVISION OF CATERING SERVICES**

2.5.2 Consultants shall submit only **ONE** copy of the proposal. Technical and Financial proposals will need to be submitted as separate documents; financial proposals for non-qualifying technical proposals will not be opened.

2.5.4 The proposal submission address is: **Competition Authority of Kenya**. Information on the Outer envelope should also include the RFP Number.

2.5.4 Proposals must be submitted no later than the following date and time: **Wednesday, 16<sup>th</sup> October, 2019 at 12.00pm.**

2.5.4 The address to send information to the Client is:

**Director General  
Competition Authority of Kenya  
Kenya Railways Building, Block "D"  
P. O. Box 36265 – 00200  
Nairobi, Kenya**

#### **2.5.5 Mandatory Requirements**

**The Request for proposal MUST be submitted with the following mandatory requirements: -**

	Criteria	Yes/No
1	Has the firm's Company profile and physical address in Kenya been provided?	
2	Has the firm provided signed copies of audited financial statements (i.e. financial position, financial performance, cash flow statement, notes to the Accounts) comparable accounts for the last two (2) years, i.e (2017 & 2018).	

3	Has the bidder provided Company Registration Certificate & CR12- attach copy.	
4	Tenderer shall furnish, as part of its tender, a tender securing declaration form in the format provided.	
5	Has the bidder provided Valid Tax Compliance Certificate or proof of exemption- attach copy	
6	Has the bidder completed the confidential business questionnaire?	
7	Has the bidder completed a self-declaration that the bidder/person will not engage in any corrupt or fraudulent practice?	
8	Has the bidder completed a self-declaration that the bidder/person is not debarred in the matter of public procurement?	
9	Bidder must submit one copy marked "Original" and one copy marked (Separated) "Copy" of each of the proposals (Technical & Financial)	
10	Has the bidder availed evidence of having undertaken a similar job in the last five (5) years? Attach at least four (4) reference letters and their contacts indicating the contract amount.	
11	Are the bid documents bound and serialized (page numbered)?	
12	State the tender validity period. Should be 120 days from the date the tender is opened.	
13	Provide certificates of good conduct from the Criminal Investigation Department	
14	Valid medical certificates from Public Health to provide the services(Org/Staff)	
15	NHIF Compliance Certificate	
16	NSSF Compliance Certificate	

Only bidders who comply with the mandatory requirements shall be subjected to technical evaluation. The evaluation of mandatory requirement shall be YES or NO. A bidder must score a YES in all items to qualify for technical evaluation.

Where the bidder is a joint venture (consortium), each member of the consortium shall be subjected to the mandatory requirements (1-7) independently. The Consortium must provide a contract agreement as proof of the joint venture.

#### 2.5.2 Technical Evaluation Criteria

No.	Criteria	Score
<b>2.5.2.0</b>	<b>Company Information/Details</b>	<b>5 point s</b>
<b>2.5.2.1</b>	<b>(i)Company Profile:</b> - Ownership (Directors)-Mission, Vision, Organization Structure, objectives, physical address, <b>(ii)Financial Performance:</b> - Demonstrate the financial capability based on the firm's audited financial statement for the last two years 2017 and 2018 (financial ratios – current ratio (2:1), operating cashflow ratio (1:1), quick ratio (1:1).	
<b>2.5.2.2</b>	Past experience – Attach at least 5 copies of reference letters/contracts/LSOs	<b>15 points</b>

2.5.2.3	Demonstrate capacity to provide mixed tea, English tea , coffee and drinking chocolate and sugar for 95 No. staff from Monday to Friday excluding public holidays two cups each day (one cup morning and one cup afternoon) with a minimum of <b>170</b> cups per day.	<b>20 points</b>
2.5.2.4	Demonstrate ability to provide tea (mixed tea and English tea), coffee and drinking chocolate and snacks for executive meetings as per request at a cost determined at the time of the need.	<b>20 points</b>
2.5.2.5	Must provide two staff attached to the kitchen at CAK and should have branded uniform to be put on all time at CAK premises and Medical Certificates and Certificates of Good Conduct.	<b>10 points</b>
2.5.2.6	Must demonstrate ability to provide own Kitchen equipment and utensils	<b>10 points</b>
2.5.2.7	Demonstrate compliance with the labor laws and particularly observe the Minimum Wage requirements as per the Kenya Labor Laws	
	<b>Total</b>	<b>80 points</b>

Note: The cost of provision of snacks to staff will be made by the staff themselves.

**Only bidders who will attain a threshold score of 80% (64/80 Points) and above in the technical evaluation will be considered technically responsive and subjected to financial evaluation.**

### **SECTION III: - TECHNICAL PROPOSAL**

#### **Notes on the preparation of the Technical Proposals**

- 3.1 In preparing the technical proposals the consultant is expected to examine all terms and information included in the RFP. Failure to provide all requested information shall be at the consultants own risk and may result in rejection of the consultant's proposal.
- 3.2 The technical proposal shall provide all required information and any necessary additional information and shall be prepared using the standard forms provided in this Section.
- 3.3 The Technical proposal shall not include any financial information unless it is allowed in the Appendix to information to the consultants or the Special Conditions of contract.

**SECTION III       -       TECHNICAL PROPOSAL**

**Table of Contents**

1. Technical proposal submission form
2. Firms references
3. Comments and suggestions of consultants on the Terms of reference  
and on data, services and facilities to be provided by the procuring entity
4. Description of the methodology and work plan for performing the  
assignment
5. Team composition and Task assignments
6. Format of curriculum vitae (CV) for proposed  
Professional staff
7. Time schedule for professional personnel
8. Activity (work schedule)

## **1. TECHNICAL PROPOSAL SUBMISSION FORM**

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

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_[*Title of consulting services*] in accordance with your  
Request for Proposal dated \_\_\_\_\_[*Date*] and our Proposal. We are  
hereby submitting our Proposal, which includes this Technical Proposal, [and a  
Financial Proposal sealed under a separate envelope-*where applicable*].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

\_\_\_\_\_[*Authorized Signature*]:

\_\_\_\_\_[*Name and Title of Signatory*]

:

\_\_\_\_\_[*Name of Firm*]

:

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

## 2. FIRM'S REFERENCES

**Relevant Services Carried Out in the Last five Years That Best Illustrate  
Qualifications**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Country	Name:	Country:
Location within Prof	Country:	Professional Staff provided by Your Firm/ Entity(profiles):
Name of Client	Client:	Its contact person for the assignment.
Address:	No of Assign ment:	Staff-Months; Duration of
Start Date (Month/Year): C App ( Month/ ear):	Completion Date:	Approx. Value of Services (Kshs)
Name of Associated Consultants. If any:	No of Staff provided by Associated Consultants:	Months of Professional
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of project:		
Description of Actual Services Provided by Your Staff:		

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_



**3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

#### **4. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

---

## 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Name	Position	Task

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

## 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position:

---

Name of Firm:

---

Name of Staff:

---

Profession:

---

Date of Birth:

---

Years with Firm: 

---

Nationality: 

---

Membership                      in                      Professional                      Societies:

---

---

Detailed Tasks Assigned:

---

---

### Key Qualifications:

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

---

**Education:**

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained.]*

---

**Employment Record:**

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

---

**Certification:**

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

\_\_\_\_\_ Date:

\_\_\_\_\_  
*[Signature of staff member]*

\_\_\_\_\_ Date;

\_\_\_\_\_  
*[Signature of authorised representative of the firm]*

Full name of staff member:

\_\_\_\_\_

Full name of authorized representative:

\_\_\_\_\_

## 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Months (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	1	2	3	4	5	6	7	8	9	10	11	12	Number of months

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## 8. ACTIVITY (WORK) SCHEDULE

### (a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are months from the start of assignment)*

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>
Activity (Work)												
_____												
_____												
_____												
_____												

### (b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
4. Interim Progress Report (a) First Status Report (b) Second Status Report	

3. Draft Report	
4. Final Report	

## **SECTION IV: - FINANCIAL PROPOSAL**

### **Notes on preparation of Financial Proposal**

- 4.1 The Financial proposal prepared by the consultant should list the costs associated with the assignment. These costs normally cover remuneration for staff, subsistence, transportation, services and equipment, printing of documents, surveys etc as may be applicable. The costs should be broken down to be clearly understood by the procuring entity.
- 4.2 The financial proposal shall be in Kenya Shillings or any other currency allowed in the request for proposal and shall take into account the tax liability and cost of insurances specified in the request for proposal.
- 4.3 The financial proposal should be prepared using the Standard forms provided in this part



## **SECTION IV        -        FINANCIAL PROPOSAL STANDARD FORMS**

### **Table of Contents**

1. Financial proposal submission Form
2. Summary of costs
3. Breakdown of price/per activity
4. Breakdown of remuneration per activity
5. Reimbursable per activity
6. Miscellaneous expenses

## 1. FINANCIAL PROPOSAL SUBMISSION FORM

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

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for (\_\_\_\_\_) *[Title of consulting services]* in accordance with your Request for Proposal dated (\_\_\_\_\_) *[Date]* and our Proposal. Our attached Financial Proposal is for the sum of (\_\_\_\_\_) *[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]*  
:  
\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

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

Costs	Currency(ies)	Amount(s)
Subtotal		
Taxes		
Total Amount of Financial Proposal		

2. SUMMARY OF COSTS

### **3. BREAKDOWN OF PRICE PER ACTIVITY**

Activity NO.: _____	Description: _____
Price Component	Amount(s)
Remuneration	
Reimbursables	
Miscellaneous Expenses	
Subtotal	_____

#### 4. BREAKDOWN OF REMUNERATION PER ACTIVITY

Activity No. _____ Name: _____				
Names P	Position Input days o as app	(Staff Remuner r hours (appropriate.)	months, Rate	ation Amount
Regular staff				
(i)				
(ii)				
Consultants				
Grand Total				

## 5. REIMBURSABLES PER ACTIVITY

Description	Unit	Quantity	Unit Price	Total Amount
Air travel	Trip			
Road travel	Kms			
Rail travel	Kms			
Subsistence Allowance	Day			
Grand Total				

Activity No: \_\_\_\_\_

Name: \_\_\_\_\_

## 6. MISCELLANEOUS EXPENSES

Activity No. \_\_\_\_\_ Activity Name: \_\_\_\_\_

\_\_\_\_\_

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Communication costs____ _____ (telephone, telegram, telex)				
2.	Drafting, reproduction of reports				
3.	Equipment: computers etc.				
4.	Software				
	Grand Total				_____



## **SECTION V: - TERMS OF REFERENCE**

### **1.0 Objective**

The objective of this terms of reference is to engage a suitably qualified service provider of the Hospitality services.

### **2.0 Scope of Work**

Provision of catering services (Tea services) to all Authority Staff and employees of contracted services including Security and Cleaning Services.

### **3.0 Obligation of the Service Provider**

The service provider is expected to undertake/note the following:

- (i) Provision of mixed tea, English tea, milk, chocolate and coffee to all staff.
- (ii) Provision of two (2) tea girls who are holders of a valid Certificate of good conduct/police clearance and Medical certificate.
- (iii) The Vendor shall at all time observe the labor laws and particularly observe the Minimum Wage requirements as per the Kenya Labor Laws.
- (iv) Provision of snacks to be served in the meetings will be served upon request.
- (v) Provision of milk with an exception of long life milk for emergency situations.
- (vi) Provision of gas cooker in good working condition.
- (vii) Price of cup should be inclusive of all taxes.
- (viii) Provide monthly performance reports for quality assurance.
- (ix) Monthly invoicing (payment done at the end of every month)
- (x) Provision of snacks for the CAK staff and the respective staff to bear the cost of the snack.

### **4.0 Basic Service Provisions**

- (i) The vendor shall use gas for cooking and not electricity.
- (ii) The control measures in the consumption of tea shall be agreed upon between the parties.
- (iii) All executive meetings that shall require snacks shall be communicated in advance for planning purposes.
- (iv) The payment of the tea services shall be a maximum of 170 cups per day and incase the actual consumption exceeds the 170 cups, the vendor will be required to provide supporting documentation for payment.
- (v) The Director-General's Office will be served by 6.30am every working day.
- (vi) Tea will be served at the Tea common area with the exception of meetings.
- (vii) The preferred milk to be used will be fresh milk-Brookside.

- (viii) The timing for tea serving will be 9.00am – 11.00 am in the mornings and 2.00pm – 4.00pm in the afternoons from Monday to Friday.
- (ix) Hospitality services will not be offered on weekends and all gazette Public Holidays unless otherwise advised.
- (x) The vendor shall inform the Authority in good time in the event there are changes in the vendor's staff (tea girls).
- (xi) Make use of the Authority's Kitchenette with water provision, however the vendor to provide own kitchen equipment and utensils.
- (xii) The vendor's staff (tea girls) shall be required to be in proper uniform and identification tags at all times when at the Authority premises.
- (xiii) Vendor's staff (tea girls) shall be required to ensure high levels of professionalism and use the Authority's property with care and respect.

## **5.0 EXPECTED DELIVERABLES**

This is an activity which will take 12 months from the signing of the agreement and therefore, the Service Provider will be expected to deliver quality services to our satisfaction. Subject to extension for a period of twelve (12) months based on performance.

## **6.0 MANAGEMENT AND COORDINATION OF THE ASSIGNMENT**

The Service Provider will collaborate with the Authority's Administration officers in the execution of the assignment.

## **7.0 CONFIDENTIALITY**

All data and information received from CAK for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of the CAK.

## **OBLIGATION OF COMPETITION AUTHORITY OF KENYA Documents and Reports**

The Authority shall supply all pertinent data and information and give such assistance as shall reasonably be required for the conduct by the Consultant of his duties under this contract but such assistance shall not be extended to the provision of any supplies or services.

### **Contact Person**

CAK shall provide a contact person.

### **Taxes and Duties**

The Consultant shall be liable to pay all duties and taxes in connection with this assignment including VAT and other taxable payable under the laws of Kenya. No tax

or duty exemption shall be given to the Consultant. The Consultant shall be deemed to have taken the above into consideration while preparing his financial proposal.

### **Clarifications**

Questions for clarifications may be submitted to  
procurement@cak.go.ke./wmasinde@cak.go.ke

## **1. STANDARD CONTRACT FORMS**

### **INDIVIDUAL PROFESSIONAL CONSULTANTS (lump-sum payments)**

This Agreement, [hereinafter called “the Contract”) is entered into this \_\_\_\_\_  
[insert starting date of assignment], by and between.

\_\_\_\_\_  
[insert Client’s name] of [or whose registered office is situated at]  
[insert Client’s address]  
(hereinafter called “the Client”) of the one part AND

—~~[insert Consultant’s name] of [or whose registered office is situated at]~~ [insert  
Consultants address ] (hereinafter called “the Consultant”) of the other part.

WHEREAS the Client wishes to have the Consultant perform the services [hereinafter referred to as “the Services”, and

WHEREAS the Consultant is willing to perform the said Services,

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. **Services** (i) The Consultant shall perform the Services specified in Appendix  
A, “Terms of Reference and Scope of Service, “which is  
made an integral part Of this Contract.
- (ii) The Consultant shall provide the personnel listed Appendix B,  
“Consultant’s Personnel,” to perform the Services.
- (iii) The Consultant shall submit to the Client the reports in the form  
and within the time periods specified in Appendix C, “  
Consultant’s Reporting Obligations.”

*(Appendices A, B, and C to be prepared as appropriate)*

2. **Term** The Consultant shall perform the Services during the period \_\_\_\_\_ commencing on [insert starting date] and through to [insert completion date], or any other period(s) as may be subsequently agreed by the parties in writing.

3. **Payment** A. **Ceiling**

For Services rendered pursuant to Appendix A, the Client shall pay the Consultant an amount not to Exceed [insert amount]. This amount has been established based on the Understanding that it includes all the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. **Schedule of Payments**

The schedule of payments is specified below (Modify in order to reflect the output as described in Appendix C.)

Kshs. \_\_\_\_\_ upon the Client's receipt of the Draft report, acceptable to the Client; and

Kshs. \_\_\_\_\_ upon the Client's receipt of the Final report, acceptable to the Client.

Kshs. \_\_\_\_\_ Total

C. **Payment Conditions**

Payment shall be made in Kenya Shillings unless otherwise specified not later than thirty (30) days following submission by the Consultant of invoices in duplicate to the Coordinator designated in Clause 4 here below. If the Client has delayed payments beyond thirty (30) days after the due date thereof, simple interest shall be paid to the Consultant for each day of delay at a rate Three Percentage points above the prevailing Central Bank of Kenya's average rate for base lending.

4. **Project Administration**

A. **Coordinator**

The Client designates [insert name] as Client's Coordinator; the Coordinator will be responsible for the Coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables, by the Client and for receiving and approving invoices for payment.

B. **Reports**

The reports listed in Appendix C, "Consultant's Reporting Obligations," shall be submitted in the Course of the assignment and will constitute the basis for the payments to be made under paragraph 3.

#### **5 Performance Standards**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

#### **6. Confidentiality**

The Consultant shall not, during the term of this Contract and within two years after its expiration Disclose any proprietary or confidential Information relating to the Services, this Contract Or the Client's business or operations without the Prior written consent of the Client.

#### **7. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.

#### **8. Consultant Not to be Engaged in certain Activities**

The Consultant agrees that during the term of this Contract and after its termination the Consultant and any entity affiliated with be disqualified from providing goods, works or services (other than the Services and continuation thereof) for any project resulting from or closely related to the Services.

#### **9. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

#### **10. Assignment**

The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

#### **11. Law Governing Contract and Language**

The Contract shall be governed by the laws of Kenya and the language of the Contract shall be English language

## 12. **Dispute Resolution**

Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

For the Client

Full name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

For the Consultant

Full name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

2.

## REQUEST FOR REVIEW FORM

### FORM RB 1 REPUBLIC OF KENYA PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender  
No.....of  
.....20...

### REQUEST FOR REVIEW

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

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

SIGNED .....(Applicant)

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

## FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### Part 1 General

Business Name .....

Location of Business Premises .....

Plot No, .....Street/Road .....

Postal address .....Tel No. ....Fax Email .....

.....

Nature of Business .....

Registration Certificate No. ....

Maximum value of business which you can handle at any one time – Kshs.  
.....

Name of your bankers .....

.....

Branch .....

	<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>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table><thead><tr><th>Name</th><th>Nationality</th><th>Citizenship details</th><th>Shares</th></tr></thead><tbody><tr><td>1. ....</td><td></td><td></td><td></td></tr><tr><td>2. ....</td><td></td><td></td><td></td></tr><tr><td>3. ....</td><td></td><td></td><td></td></tr></tbody></table>	Name	Nationality	Citizenship details	Shares	1. ....				2. ....				3. ....			
Name	Nationality	Citizenship details	Shares														
1. ....																	
2. ....																	
3. ....																	



	<p>4. ....</p>																				
	<p style="text-align: center;">Part 2 (c) – Registered</p> <p>Company Private or Public</p> <p>State the nominal and issued capital of company Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Name</th> <th style="text-align: left;">Nationality</th> <th style="text-align: left;">Citizenship details</th> <th style="text-align: left;">Shares</th> </tr> </thead> <tbody> <tr> <td>1. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3. ....</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4. ....</td> <td></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>																				

## SELF DECLARATION FORM

### REPUBLIC OF KENYA

#### PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

#### SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, .....of P.O. Box.....being a  
resident of.....in the republic  
of.....do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/  
Principal Officer/ Director of.....  
(insert name of the Company) who is a Bidder in respect of **Tender No.**  
..... for.....(insert tender  
title/description) for..... (insert name of Procuring entity)  
and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been  
debarred from participating in procurement proceeding under Part IV of the  
Act.
3. THAT what is deposed to hereinabove is true to the best of my knowledge,  
information and belief.

.....  
.....  
(Title) (Signature)  
(Date)  
Bidder Official Stamp

**SELF DECLARATION FORMS  
REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE  
IN ANY CORRUPT OR FRAUDULENT PRACTICE**

I.....of P.O. Box.....being a resident  
of.....in the Republic of.....do hereby make a statement  
as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director/  
Principal Officer/ Director of.....  
(insert name of the Company) who is a Bidder in respect of **Tender No.**  
..... for.....(insert tender  
title/description) for..... (insert name of Procuring entity)  
and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its servants and/or agents / subcontractors will not  
engage in any corrupt or fraudulent practice and has not been requested to pay  
any inducement to any member of the Board, Management, Staff and/or  
employees and/or agents of..... (insert name of the  
Procuring entity) which is the Procuring entity.

2. THAT the aforesaid Bidder, its servants and/or agents / subcontractors have not  
offered any inducement to any member of the Board, Management, Staff and/or  
employees and/or agents of..... (insert name of the  
Procuring entity).

3. THAT the aforesaid Bidder will not engage / has not engaged in any corrosive  
practice with other bidders participating in the subject tender.

THAT what is deposed to hereinabove is true to the best of my knowledge,  
information and belief.

.....  
 .....  
 (Title) (Signature)  
 (Date)  
 Bidder Official Stamp

### **TENDER SECURING BID DECLARATION FORM**

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

Date: ..... of Bid Submission] Tender No. .... of bidding process]

To: ..... [insert complete name of Purchaser]

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a 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 ii) Twenty-eight days after the expiration of our Tender

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

Signed..... [insert signature of person whose name and capacity are shown] in the  
Capacity of..... [insert legal capacity of person signing the  
Bid Securing Declaration]

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

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

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

## **DECLARATION OF UNDERTAKING**

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country. We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

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

(Name of company)

(Signature(s))

## **FORM OF TENDER**

Tender No. \_\_\_\_\_ Date \_\_\_\_\_  
To: \_\_\_\_\_

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

Gentlemen and/or Ladies:

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

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

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

4. We agree to abide by this Tender for a period of ..... *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it

shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

[in the capacity of]

## PERFORMANCE SECURITY FORM

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

WHEREAS ..... [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_ [*reference number of the contract*] dated \_\_ 20 \_\_ to supply ..... [*description of goods*] (hereinafter called “the Contract”).

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

Signed and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*