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**KENYA LITERATURE BUREAU**

**TENDER DOCUMENT**

**FOR**

**LEASING OF SPACE AND PROVISION OF CATERING  
SERVICES**



**TENDER NO: KLB/T/06/2021-24**

**CLOSING DATE:18/5/2021**

# **TIME: 10:00 AM East Africa Time**

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## INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
  - i. Security.
  - ii. Cleaning.
  - iii. Servicing and repairs.
  - iv. Transport.
  - v. Clearing and forwarding.
  - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.
- 1.2 The following general directions should be observed when using the document.
  - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.
  - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,
- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.

## SECTION I – INVITATION TO TENDER

**Date 4<sup>th</sup> May 2021**

**Tender REF No: KLB/T/06/2021-24**

**Tender Name: Leasing of Space and Provision of Catering Services**

- 1.1 Kenya Literature Bureau invites bidders who are technically and financially capable to provide the Catering Services on an award of a three year framework contract renewable annually subject to performance for the financial year **1<sup>st</sup> July 2021 to 30<sup>th</sup> June 2024. (Framework for three years subject to annual performance).**
  - 1.2 The price to be charged for the tender document shall be **Kshs. 1,000** and is obtainable from the procurement office during normal working hours at the Kenya Literature Headquarter in South C. The document can be *viewed and downloaded from the Kenya Literature Bureau* website ([www.klb.co.ke](http://www.klb.co.ke)) or the PPIP [www.tenders.go.ke](http://www.tenders.go.ke) . Bidders who download must send their particulars to [supplies@klb.co.ke](mailto:supplies@klb.co.ke) in case of any clarifications and addenda.
  - 1.3 **SITE VISIT(Mandatory) - Tenderers are advised to send email to [supplies@klb.co.ke](mailto:supplies@klb.co.ke) to make arrangements on viewing of the HQ office site before quoting between 6<sup>th</sup> to 11<sup>th</sup> May 2021. This is in compliance with containment of the COVID 19 Pandemic.**
  - 1.4 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 180 days from the closing date of the tender.
  - 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at KLB Headquarter Reception or be addressed and posted to:  
**The Managing Director  
Kenya Literature Bureau  
P.O Box 30022 00100  
Nairobi**
- So as to be received on or before **18<sup>th</sup> May 2021 at 10.00 am East African Time.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the KLB Headquarter Training Room.

For: Managing Director

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **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 **1st July 2021** to **30<sup>th</sup> June 2024** subject to satisfactory performance and Supplier Appraisal.
- 2.1.2. The Bureau's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed in the Public Procurement and Asset Disposal 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 Bureau 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 Bureau, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=.
- 2.2.3 The Bureau shall allow the tenderer to review the tender document free of charge before purchase. (You may download from KLB Website).

### **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 Bureau in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Bureau will respond in writing to any request for clarification of the tender documents, which it receives no later than five (5) days prior to the deadline for the submission of tenders, prescribed by the Bureau. 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 Bureau 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 Bureau, 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 Bureau, 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 Bureau, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

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

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

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

(d) Confidential business questionnaire

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

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



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

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

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

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

## **2.10 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 Bureau'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 of **Kshs. 50,000 /=-.**

2.12.3 The tender security is required to protect the Bureau 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 Bureau 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 Bureau.

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 Bureau 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 180 days or as specified in the invitation to tender after date of tender opening prescribed by the Bureau, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Bureau as nonresponsive.

2.13.2 In exceptional circumstances, the Bureau 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 Bureau at the address

**The Managing Director  
Kenya Literature Bureau  
P.O Box 30022 00100  
Nairobi**

(b) bear tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE **18<sup>th</sup> May 2021 at 10.00 a.m. East Africa Time.**”

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 Bureau 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 Bureau at the address specified under paragraph 2.15.2 no later than **18<sup>th</sup> May 2021 at 10.00 a.m. East Africa Time.**

2.16.2 The Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau will open all tenders in the presence of tenderers' representatives who choose to attend, on **18<sup>th</sup> May 2021 at 10.00 a.m. East Africa Time** at the KLB Headquarter Training Room. 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 Bureau, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 The Bureau 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 Bureau 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 Bureau in the Bureau'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 Bureau 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 Bureau 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 Bureau 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 Bureau'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 Bureau 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 Bureau 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 Bureau 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 Bureau'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 Bureau requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the Bureaus 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 Bureau 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 Bureau**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau's action. If the Bureau determines that none of the tenderers is responsive; the Bureau 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 Bureau 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 Bureau 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 Bureau notifies the successful tenderer that its tender has been accepted, the Bureau 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 Bureau.

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 Bureau, 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 Bureau.

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 Bureau may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Bureau 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 Bureau 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**

### **Notes on the appendix to instruction to Tenderers**

1. The appendix to instructions to tenderers is intended to assist the Bureau in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The Bureau should specify in the appendix information and requirements specific to the circumstances of the Bureau, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
  - a. The information that specifies and complements provisions of section III to be incorporated

- b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

### **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	Open to eligible firms
2.10	Tender Document to be <b>downloaded from KLB and PPIP website free of charge or from procurement office at Kshs. 1000</b>
2.11	Particulars of eligibility and qualifications documents of evidence required: <b>Mandatory requirements as outlined Below.</b>
2.12	<b>Kshs. 50,000/= valid for 180 days</b> after tender opening
2.24	KLB will carry out <b>Due Diligence</b> on the awarded firm
2.30	The awarded firm shall furnish a performance security equivalent to 1% of the contract value where applicable

## EVALUATION CRITERIA

*Eligible tenderers must provide the following mandatory requirements (preliminary evaluation). Non submission of any of the documents will lead to disqualification from the tender process:*

### a) MANDATORY REQUIREMENTS (MR)

No	Requirement	Responsive or Not Responsive
MR 1	Must submit a Copy of Certificate of Registration/ Incorporation	
MR 2	Must submit a copy of a valid Tax Compliance Certificate	
MR 3	Attach letter of compliance issued by the Labour Ministry	
MR 4	Must fill the Price Schedule in the format provided	
MR5	Provide a valid copy of Single Business Permit from a County Government	
MR 6	<ul style="list-style-type: none"> <li>a) Must provide Tender security <b>Kshs. 50,000/=</b> -Valid for 180 days after bid opening. (Bid Bond) <b>or</b></li> <li>b) Duly filled and signed Tender Securing Declaration Form in the format given in the Section for Standard Forms. (Applicable to AGPO Firms who should attach the valid AGPO Certificate issued by Treasury)</li> </ul>	
MR 7	Must submit a duly filled up and signed Confidential Business Questionnaire in format provided	
MR 8	Submit two Tender documents, well paged chronologically, securely bound and clearly marked (original) and (copy)	
MR 9	Attach duly filled and signed Site Visit forms signed by KLB official for HQ (Arrange with KLB Administration department between 6 <sup>th</sup> to 11 <sup>th</sup> May 2021)	
MR 10	Attach copy of valid NSSF Compliance Certificate	
MR 11	Attach Public health certificates of proposed staff	
MR 12	Copy of CR 12 from Registrar of Companies issued within last 12 months from Tender opening date for Limited Companies or copies of Identification cards (ID) for partnerships and Sole proprietors	
MR 13	Must submit a duly filled, signed and stamped Anti-Corruption Declaration Form provided in the Standard Forms	
MR 14	Attach copy of valid NHIF Compliance Certificate	
MR 15	Attach menu list with prices for each proposed item	
	<b>At this stage the tenderers submission will either be responsive in all 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>	

**b) TECHNICAL EVALUATION**

<b>No</b>	<b>Requirement</b>	<b>Maximum Score (%)</b>	<b>Score Awarded (%)</b>	<b>Remarks</b>
1.	Attach your company profile	5		
2.	<b>Financial Capability</b> Attach audited accounts for the last 2 years 2017-18,2018-19) <b>5 mks for each year</b>	10		
3.	<b>Suitability of Service provider</b> Number of years in provision of Catering services; attach company profile, LPOs and Contracts: <ul style="list-style-type: none"> <li>• 5 years and above (<b>10 marks</b>)</li> <li>• 3&lt;4 years (<b>5 marks</b>)</li> <li>• Below 3 years (<b>2 marks</b>)</li> </ul>	10		
4	(a) <b>Provide Qualification</b> and experience of Key personnel proposed for the administration and execution of the service – Attach CVS and Certificates of Key staff as follows: <ul style="list-style-type: none"> <li>• <b>Team Leader and one other</b> <b>No marks will be given where CV and Certificates are not attached</b></li> </ul>	10		
5.	<ul style="list-style-type: none"> <li>• Health and Safety: Attach documented health and safety policy document</li> </ul>	10		
6.	Operational plan/Methodology- should outline how the bidder plans to execute the assignment. Schedules – This shall include but not limited to area, timings (Daily)	10		
7.	<b>Experience</b> Provide at least 3 Client References in Catering within the last 3 three years from Tender opening date.	15		
8.	Certified Letter from Bank showing Service Providers Credit position	5		
9.	Valid WIBA compliant Policies for employees (Attach copy)	10		
10.	Evidence of physical registered office (provide copies of lease agreement, title deed or rental payment receipt)	5		
11.	Certificates of good conduct (provide copies of good conduct from the Kenya Police for at least 5 staff members.	10		
	<b>TOTAL</b>	<b>100%</b>		
	<b>Only bidders who score 70 and above will be subjected to financial evaluation. Those who score below 70 will be eliminated at this stage from the entire evaluation process and will not be considered further.</b>			

## **FINANCIAL EVALUATION**

Verifying the financials and checking for arithmetical errors omissions and price comparison among the qualified tenderers in accordance with the evaluation criteria.

### **Award of Contract**

*The award for provision of Catering Services shall be to the Highest Evaluated most responsive bidder subject to prevailing market prices and also most responsive in terms of adequacy of menu and price list attached.*

*Bidders are notified that due diligence may be carried out on information provided by the bidders. Any false information provided will lead to automatic disqualification.*

## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CONTENTS**

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

## **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 Bureau 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 Bureau under the Contract.
- d) “The Bureau” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### **3.2 Application**

These General Conditions shall apply to the extent that they are not 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**

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

### **3.6 Performance Security**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Bureau 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 Bureau 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 Bureau 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 Bureau 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 Bureau or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Bureau 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 Bureau.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Bureau 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 Bureau.

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 Bureau'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 Bureau's prior written consent.

### **3.10 Termination for Default**

The Bureau 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 Bureau.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of the Bureau has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Bureau 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 Bureau for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The Bureau 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 Bureau.

### **3.13 Termination for convenience**

3.13.1 The Bureau 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 Bureau 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 Bureau may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The Bureau'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**

### **Notes on Special Conditions of Contract**

The clauses in this section are intended to assist the Bureau in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the Bureau and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

## 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	A Performance Security of 5% of the contract value in the form of unconditional bank guarantee may be required from the winning bidder
3.9	Prices shall be maintained during the contract period
23.14	Disputes shall be resolved by way of mutual discussion or arbitration in accordance with the Laws of Kenya
3.17	Applicable Law - Kenya Law
3.18	<b>The Managing Director</b> <b>Kenya Literature Bureau</b> <b>P.O Box 30022 00100</b> Nairobi Suppliers details to be furnished

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **GENERAL SCOPE OF SERVICES**

#### **PROVISION OF CATERING SERVICES TO THE KENYA LITERATURE BUREAU (KLB)**

##### **GENERAL**

1. These specifications describe the basic requirements quoting entities are requested to submit with their offers i.e. the detailed specifications, menus, drawings, catalogues, etc for the services they intend to supply.
2. All the dimensions and capacities of the products and services to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products/services, if such deviations shall be found critical to the use and operation of the products.
3. The quoting entity must meet the following requirements:
  - (i) Give a list of at least three reputable clients' contact addresses including telephone, fax, email, contact person and the services relevant to those required by the procuring entity recently provided by the quoting entity to them. The procuring entity should be in a position to contact some or all of the organizations listed.
  - (ii) Provide a company profile including experience in the catering business, number of customers served, location of current establishment, number of staff and their qualifications, financial status and credentials of their qualified and competent auditors.
  - (iii) Must also submit copies of the following documents:
    - (a) Statutory Public Health Certificates the proposed staff
4. The quoting entities are requested to present information along with their offers as follows:
  - (i) Shortest possible start time/period
  - (ii) Rent offered for the canteen premises and facilities

## **SPECIFIC TO THIS CONTRACT**

**The Terms of Reference for the PROVISION OF CATERING SERVICES TO KLB are outlined below:**

A) The quoting entity must manage the KLB staff canteen in order to meet the nutritional needs of staff members and official visitors including the following:

1. To take over the management of the Staff Canteen located at the Kenya Literature Bureau offices in South 'C' Nairobi in accordance with internationally accepted standards and practices.
2. To prepare and serve snacks and lunch using own utensils and furniture for a minimum of 100 persons (pax) according to agreed menus at the following times:
  - a. Lunch: between 12:30 p.m. and 2:30 p.m.
  - b. Snacks: at 10.00 a.m. and 3.00 p.m.
3. To provide meals as described in No. 1 above at affordable prices in line with a mutually agreed price schedule.
4. To prepare and serve the agreed meals during working days i.e. from Monday to Friday and during rest days and Public Holidays when KLB staff members are at work.
5. To provide meal coupons and submit them to the Finance Department at the end of each month in order to maintain up to date records for credit customers.
6. To deploy suitably qualified employees to manage the operations of the canteen. This includes:
  - a) Ability to control critical points in the food chain
  - b) Possession of Food handler's certificate renewable after every six months
  - c) Capability to provide catering staff with proper Personal Protective Equipment (PPE) e.g. uniforms safety shoes and hair nets
  - d) Ensure personal grooming of staff e.g. shaved beards, short nails and covered hair
  - e) Capability to periodically take swabs, water and food samples for microbiological testing in accredited laboratory and give results to KLB
  - f) Capability to offer periodic hygiene training to the catering staff
  - g) Capability to contract National Environmental Management Authority (NEMA) approved waste handlers
  - h) Capability to carry out self-hygiene audits and supplier audits
  - i) Capability to hire qualified and experienced catering staff



- j) Capability to carry out periodic cleaning of the catering facility
  - k) Capability to service and maintain catering equipment
  - l) Capability to provide balanced diets to clients
  - m) Capability to develop standard operating procedures for all catering operations
- 7) To provide these services for a mutually agreed upon duration between KLB and the successful bidder/caterer.

#### **8. Duration of Contract**

The duration of the contract is anticipated to run for a period three years renewable annually upon satisfactory performance following an assessment by KLB.

#### **9. Confidentiality**

Given the sensitive nature of KLB's work, the Service Provider must assure the Bureau of confidentiality regarding intellectual copy rights of its published and unpublished works. Therefore, the Service Provider shall sign a confidentiality agreement upon appointment.

#### **10. Site Visit HQ**

Quoting entities are advised to view the facilities before they prepare and submit their proposals between **6th to 11<sup>th</sup> May 2021 prior to making arrangements with the Administration Department in compliance with Covid 19 containment measures.**

## **SECTION VII- STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Bureau pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Bureau in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the Bureau and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VII - 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. \_\_\_\_\_

To.....  
.....

[Name and address of Bureau]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Bureau).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

## PRICE SCHEDULE OF SERVICES

The Prices quoted must be inclusive of all Government Taxes and the charges should be as indicated here below:

Name of Tenderer:

Tender Number:

### TABLE A: PRICE SCHEDULE FOR LEASING OF CANTEEN SPACE & CATERING SERVICES

#### SUMMARY OF QUOTATION

No.	Item	Total cost per month KES	Total per Annum KES
1	Rent Offer for the Canteen Premises and facilities		

**NB: Bidders are required to seek any clarifications from the Administration Department before submitting bids.**

Signature and stamp of tenderer \_\_\_\_\_

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

## CONTRACT FORM

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_ 20 \_\_\_ between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called “the Bureau”) of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Bureau 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 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 Bureau’s Notification of Award.
3. In consideration of the payments to be made by the Bureau to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Bureau to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Bureau 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 Bureau)

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 address .....Tel 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 style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
	<p style="text-align: center;">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> <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> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p style="text-align: center;">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> <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> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
2. ....	.....	.....	.....																		
3. ....	.....	.....	.....																		
4. ....	.....	.....	.....																		
	<p>Date.....Signature of 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 Bureau] (hereinafter called “the Bank”) bound unto.....

[name of Bureau] (hereinafter called “the Bureau”) in the sum of .....

for which payment well and truly to be made to the said Bureau, 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 Bureau 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 Bureau up to the above amount upon receipt of its first written demand, without the Bureau having to substantiate its demand, provided that in its demand the Bureau 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 Bureau]

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 Bureau 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 Bureau 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 Bureau 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 Bureau

\_\_\_\_\_  
\_\_\_\_\_

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 (*Bureau*)

Request for review of the decision of the..... (*Name of the Bureau*) 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:-

- 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...

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**FOR OFFICIAL USE ONLY**

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

**SIGNED**  
**Board Secretary**

**ANTI-CORRUPTION DECLARATION FORM**

We ..... declare and guarantee 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 independent 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 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 KLB
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that KLB may have.

Name: .....Signature: ..... Date: .....

Business Stamp

**ANTI- FRAUDULENT PRACTICE DECLARATION**

We ..... declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name: .....Signature: ..... Date: .....

Business Stamp

**NON-DEBARMENT DECLARATION**

We ..... declares and guarantees that Director or any person who has controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name: .....Signature: ..... Date: .....

Business Stamp

**TENDER SECURING DECLARATION FORM**

(The Bidder shall complete in this Form in accordance with the instructions indicated)

Date :.....(*insert date as day, month and year*) of Bid Submission)

Tender No..... (*insert number of bidding process*)

To:

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 with 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 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 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)

Date on ..... Day of .....(*insert*)