



SOUTH EASTERN KENYA UNIVERSITY

Tender Document

For

**PROVISION OF STUDENTS
CATERING SERVICES**

FOR THE YEAR 2017/2018

**TENDER NO:
SEKU/PROC/ONT/020/2017/2018**

CLOSING DATE 13TH SEPT 2017

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Section I - Invitation to Tender

TENDER NOTICE

South Eastern Kenya University invites sealed bids from interested, eligible bidders for the supply and delivery of the following goods and services for the 2017/2018 Financial Year

A. OPEN TENDER			
	TENDER NO	ITEM DESCRIPTION	ELIGIBILITY
1.	SEKU/PROC/ONT/020	Outsourcing of Student Catering Services	Open
B. FRAMEWORK TENDERS			
2.	SEKU/PROC/ONT/006	Supply and Delivery of Beef Meat and beef products	Open
3.	SEKU/PROC/ONT/007	Supply and Delivery of Poultry products (Poultry meat and eggs)	Special groups
4.	SEKU/PROC/ONT/008	Supply and Delivery of Cereals and grains (Beans, green grams, maize etc)	Special groups
5.	SEKU/PROC/ONT/009	Supply and delivery of dry Foodstuff (Rice, Maize flour, Wheat flour sugar etc	Special groups
6.	SEKU/PROC/ONT/010	Supply and Delivery of Soda and mineral water	Special groups
7.	SEKU/PROC/ONT/011	Supply and Delivery of Fresh Vegetables (Cabbages, Tomatoes, Sukuma wiki, potatoes etc)	Special groups
8.	SEKU/PROC/ONT/012	Supply and Delivery of Cleaning materials.	Special groups
9.	SEKU/PROC/ONT/013	Supply and Delivery of general and printed office stationery.	Special groups
10.	SEKU/PROC/ONT/014	Supply and Delivery of firewood and charcoal.	Special groups
11.	SEKU/PROC/ONT/015	Supply and Delivery of Cooking Gas.	Open
12.	SEKU/PROC/ONT/016	Provision and Servicing of Sanitary Bins	Open
13.	SEKU/PROC/ONT/017	Supply and delivery of Electrical Materials	Open
14.	SEKU/PROC/ONT/018	Supply and delivery of Building and Hardware Materials	Open
15.	SEKU/PROC/ONT/019	Supply and delivery of Computer Hardware and ICT Accessories	Special groups
16.	SEKU/PROC/ONT/021	Repair and servicing of University Generators	Open
17.	SEKU/PROC/ONT/022		
C. PREQUALIFICATION			
18.	SEKU/PROC/PQS/001/2017-2019	Pre-qualification of suppliers for Repair and Servicing of Motor Vehicles; CM& TE Approved Garages/Dealers for the financial Years 2017-2019	Open
19.	SEKU/PROC/PQS/002/2017-2019	Pre-qualification of suppliers for supply and delivery of fuel and lubricants for the financial Years 2017-2019	Open

Bid documents can ONLY be downloaded and printed free of charge from the University Website www.seku.ac.ke or from the Treasury tender portal www.supplier.treasury.go.ke. Special groups are women, youth (up to 35 years) and persons living with disabilities who have duly been registered with the National Treasury (Proof of Registration required).

Duly completed tender documents in plain sealed envelopes, marked the tender number, item name and bearing no indication of the tenderer should be addressed to:

The Vice Chancellor,
South Eastern Kenya University,
P. O. Box 170-90200,
KITUI

And placed in the Tender Box at the **Tuition and Office Block, Kitui Main Campus**, or sent by post so as to reach the above address not later than **13th September 2017 at 10.00 am**. Submitted bids will be opened publicly in the Main Board Room in Tuition and Office Block thereafter..

Prof: Geoffrey Muluvi (PhD.)
VICE CHANCELLOR

Section II - Instructions to Tenderers

1.0. Eligible Tenderers

- 1.1. This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. The successful tenderer shall complete the supply of services by the intended completion date specified in the tender documents.
- 1.2. Tenderers shall provide the qualification information statement that the tenderer (including all members of joint venture and sub-contractors) 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 Company to provide consulting services for the preparation of the design, specification and other documents to be used for the procurement of the services under this invitation for tenders.
- 1.3. Tenders shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.0. Cost of Tendering

- 2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender and the University will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

3.0. The Tender Document and the Contents

- 3.1 The tender document comprises the documents listed below and any addenda issued in accordance with Clause 5 of these instructions to tender
 - (i) Tender notice.
 - (ii) General information
 - (iii) General conditions of the contract
 - (iv) Special conditions of the contract
 - (v) Form of Tender
 - (vi) Contract Form
 - (vii) Performance Security Form
 - (viii) Tender Security Form
 - (ix) Qualification Form
- 3.2. The Tenderer is expected to examine all instruction forms and terms 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.

4.0. Clarification of Documents

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify the University in writing or by cable (hereinafter, the term cable is deemed to include telex or facsimile) at the University's address indicated in the tender notice. The University will respond in writing to any request for clarification of the tender documents, which it receives no later than twenty one (21) days prior to the deadline for the submission of tenders, prescribed by the University. Written copies of the University response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective tenderers that have received the tender document.

5.0. Amendment of Documents

- 5.1. At any time prior to the deadline for submission of tenders, the University, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 5.2. All prospective tenderers that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the University at its discretion, may extend the deadline for the submission of tenders.

6.0. Preparation of Tenders

6.1. Language of Tender

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

7.0. Documents Comprising the Tender

- 7.1. The tender prepared by the tenderer shall comprise the following components:
- (a) A tender Form completed in accordance with paragraph 8.0 below.
 - (b) Qualification Form evidencing tenders eligibility to tender and is qualified to perform the contract in accordance with paragraph 9.
 - (c) Tender Security Form furnished in accordance with paragraph 10.

8.0. Tender Form

- 8.1 The tenderer shall complete the Tender Form furnished in the tender document indicating a brief description of the services to be provided.

9.0 Tenderers Eligibility and Qualifications

- 9.1 Pursuant to Clause 7.1 (b) above, the tenderer shall furnish as part of its tender, documents establishing the tenderers eligibility to tender and its qualification to perform the contract if its tender is accepted.
- 9.2 The documentary evidence of the tenderers qualification to perform the contract if its tender is accepted shall establish to the University's satisfaction that the tenderer has the financial and managerial capability necessary to perform the contract.

10.0 Tender Security

- 10.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the tender notice/ invitation. (Two percent of bid price)
- 10.1. The tender security is required to protect the University against the risk of the Tenderers conduct, which would warrant the security forfeiture pursuant to paragraph 10.7.
- 10.2. The tender security shall be denominated in Kenya shillings, and shall be in the form of a Banker's Cheques or Bank guarantee issued by a reputable bank located in Kenya and valid for thirty (30) days beyond the validity of the tender.
- 10.3. Any tender not secured in accordance with paragraph 10.1 and 10.2 will be rejected by the University as non-responsive pursuant to paragraph 18.
- 10.4. Unsuccessful Tenderers tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of period of tender validity prescribed by the University.
- 10.5. The successful Tenderers tender security will be discharged upon the tenderer signing the contract pursuant to paragraph 25 and furnishing the performance Security pursuant to paragraph 26.
- 10.6. The tender security may be forfeited
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the University 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 25 or
 - (ii) to furnish an advance sum as a security deposit in accordance with paragraph 26.

11.0. Validity of Tenders

- 11.1. Tenders shall remain valid for 90 (Ninety) days or as specified in the tender documents after date of tender opening prescribed by the University pursuant to paragraph 13. A tender valid for a shorter period shall be rejected by the University as non-responsive.
- 11.2. In exceptional circumstances, the University 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 10 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.

12.0. Format and Signing of Tender

- 12.1. The Bidder 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.
- 12.2. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender shall be initialed by the person or persons signing the tender.
- 12.3. 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.

13.0 Submission, Sealing and Marking of Tenders

- 13.1. 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.
- 13.2. The inner and outer envelopes shall:
 - (a) be addressed to the Company, at the following address:

Vice Chancellor
South Eastern Kenya University
P.O. Box 170-90200
KITUI

- (b) Bear the words "**Tender for Operating Student Canteens**" and "**DO NOT OPEN BEFORE**" 10.00 a.m. on **13TH SEP 2017**.

- 13.3. The inner envelopes shall also indicate the name and address of the tenderer to be returned unopened in case it is declared “late”.
- 13.4. If the outer envelope is not sealed and marked as required by paragraph 13.2, the Company will assume no responsibility for the tender’s misplacement or premature opening.

14.0 Deadline for submission of Tenders

- 14.1. Tenders must be received by the University at the address specified under paragraph 13.2 not later than **10.00 a.m on 13TH SEP 2017.**
- 14.2. The University may, at its discretion extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligation of the University and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

15.0 Modification and Withdrawal of Tenders

- 15.1. The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders is received by the University prior to the deadline prescribed for submission of tenders.
- 15.2. The Tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of paragraph 13. 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.
- 15.3. No tender may be modified after the deadline for submission of tenders.
- 15.4. 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 10.7.

16.0 Opening and Evaluation of Tenders

- 16.1 The University will open all tenders in the presence of the tenderers’ representatives who choose to attend at **10.30 a.m. on 13TH SEP 2017,**and in the **Tuition and Office Block 1 Boardroom.**
- 16.2 The tenderers’ representatives who are present shall sign a register evidencing their attendance.
- 16.3 The tenderer’s names, tender modifications or withdrawals and the presence or

absence of requisite tender security and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening.

16.4 The University will prepare minutes of the tender opening.

17.0. Clarification of Tenders

17.1. To assist in the examination, evaluation and comparison of tenders, the University 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 of substance of the tender shall be sought, offered, or permitted.

17.2. Any effort by the tenderer to influence the University in the University's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

18.0. Preliminary Examination

18.1. The University will examine the tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

18.2. The University may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

18.3. Prior to the detailed evaluation, pursuant to paragraph 19, the University will determine the substantial responsiveness of each tender to the tender documents. For purpose 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 University's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

19.0. Evaluation and Comparison of Tenders

19.1. The University will evaluate and compare tenders, which have been determined to be substantially responsive pursuant to paragraph 18.

19.2. The University evaluation of a tender will take into account the following:

- (1) the tenderers financial ability and or strength
- (2) the tenderers managerial capabilities and or strengths
- (3) the tenderers prior experience in the management of similar facilities.
- (4) the tenderers availability to start the execution of the contract.

20.0. Contacting the University.

- 20.1. Subject to paragraph 17, no tenderer shall contact the University on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 20.2. Any effort by a tenderer to influence the University in its decision on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderers tender.

21.0 Award of Contract

Post-qualification

- 21.1 In the absence of prequalification, the University will determine to its satisfaction whether the tenderer that is selected as having submitted the suitable evaluated responsive tender is qualified to perform the contract satisfactorily.
- 21.2 The determination will take into account the tenderer's experience, managerial and financial capabilities and availability to start the execution of contract. It will be based upon an examination of the documentary evidence of the tenderers qualification submitted by the tenderer, pursuant to paragraph 9, as well as such other information as the Company deems necessary and appropriate.
- 21.3 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 University will proceed to the next suitable evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

22.0. Award Criteria

- 22.1. Subject to paragraph 19 and 23 the University will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the most suitable evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

Mandatory Requirements:-

1. Dully Filled Form of Tender
2. Certificate of Business Registration
3. PIN
4. Valid Tax Compliance
5. Valid Trading Licence/permit

Other requirements to be provided to determine suitability:-

1. Audited Financial Statements/Accounts for the last two years
2. Experience of at least two years in the Hotel/Catering Industry.
3. Personnel Capability – Provide c.v of personnel such as management, cooks etc
4. Proof of Financial capability – provide current a/c details and balances, Letter from bank confirming credit provision e.t.c

22.2 Site Visit:

Before final Award of tender the Evaluation committee shall visit premises of the tenderers whose bids have been determined to be responsive to confirm and grade suitability for award of contract.

Site Technical Evaluation

Bidders **shall** be visited at their nearest operational premises and assessed based on the following particulars:

No	Requirements	Particulars	YES /NO
1	Evidence of premises	-Building Facility, -Accessibility -Valid business permit.	
2	Proof of adequate furniture, cutlery and other equipment relevant and conditions	-Curtlery, -Furniture -Fridges	
3	Proof of technical capacity to prepare various food stuffs	-Staff Cvs, -Menu -Customer Satisfaction - Actual preparations	
4	Evidence of ability to effectively supervise and manage business	- Training of staff - Supervisory reports	

6	Evidence of Compliance from Ministry of Labour ascertaining payment of minimum wage.	- Pay-slips (might require random checks from any current area of operation if necessary)	
7	Evidence of compliance with Public Health Requirements	- Valid medical Check-up certificates - Public Health Certification - Hygiene standards	

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

25.2. Within twenty one (21) days of receipt of the Contract Form, the successful tenderer shall sign and date the Contract and return it to the University.

26.0. Performance Security

26.1. Within twenty one (21) days of the receipt of notification of award from the Company, the successful tenderer shall furnish the performance Security in accordance with the conditions of the contract, in the performance Security Form

23.0. University's Right to Accept or Reject Any or All Tenders

23.1 The Company 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(s) or any obligation to inform the affected tenderer(s) of the grounds for the procuring entity's action.

24.0. Notification of Award

24.1. Prior to the expiration of the period of tender validity, the University will notify the successful tenderer in writing that its tender has been accepted.

24.2. The notification of award will constitute the formation of the contract.

24.3. Upon the successful Tenderer's furnishing of the Performance Security pursuant to paragraph 26, the University will discharge its tender security pursuant to paragraph

10.

25.0. Signing of Contract

Provided in the tender documents, or in another form acceptable to the Company.

26.2. Failure of the successful tenderer to comply with the requirement of paragraph 25 or paragraph 26 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the University may make the award to the next evaluated tenderer or call for new tenders.

27.0. Corrupt and Fraudulent Practices

27.1. The Company requires that tenderers observe the highest standard of ethics during the procurement process and execution of the contract. In pursuance of this policy, the University:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:-

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a University official in the procurement process or in contract execution, and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the procuring entity, and included collusive practice among tenderer (prior to or after tender submission) designed to deprive the University of the benefits of free and open competition.
- (b) 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.
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract.

27.2. Furthermore, tenderers shall be aware of the provisions stated in both General and Special conditions of the Contract.

SECTION III: General Conditions of Contract

1.0 Definitions

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

- (a) “The Contract” means the agreement entered into between the University 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 University” means South Eastern Kenya University inviting tenders under this Contract.
- (c) “The tenderer” means the individual or firm supplying the services under this contract.

2.0 Application

2.1. These conditions shall apply in all contracts made by the University for provision of services as specified in the tender documents.

3.0. Use of Contract Documents and Information

3.1. The tenderer shall not, without the University's prior written consent, disclose the contract, or any provision thereof, or information furnished by or on behalf of the University in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.

3.2. The tenderer shall not, without the University's prior written consent, make use of any document or information enumerated in paragraph 3.1. above.

3.3. Any document, other than the contract itself, enumerated in paragraph 3.1 shall remain the property of the University and shall be returned, (all copies) to the University on completion of the Tenderers performance under the contract if so required by the University.

4.0. Performance Security

4.1. Within twenty one (21) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the University the Performance security in the form and amount specified in special conditions of the contract.

4.2. The proceed of the Performance Security shall be payable to the University as compensation for any loss or damage to University property or failure to complete its obligations under the contract.

- 4.3. The Performance security shall be denominated in the local currency and shall be in the form of a bank guarantee issued by a reputable bank located in Kenya acceptable to the University, in the form provided in the tender documents.
- 4.4. The Performance security shall be discharged by the University and returned to the tenderer not later than thirty (30) days following the date of completion of the Tenderers performance obligations under the contract, including any warranty obligations under the contract.

5.0. Inspection

- 5.1. The University or its representative shall have the right to inspect the premises to confirm their conformity to cleanliness requirements. The University shall be under no obligation to notify the tenderer of the time and date of the inspection.

6.0. Assignment

- 6.1. The tenderer shall not assign its obligations to perform under this Contract, except with the University's prior written consent.

7.0 Termination

- 7.1. The Company 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:
- (a) If the tenderer fails to perform its obligations under the Contract.
 - (b) If the tenderer, in the judgement of the University has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8.0 Resolution of Dispute

- 8.1. The University and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 8.2. If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national forum and/or arbitration.

9.0 Law

- 9.1 The law governing the Contract shall be the Laws of Kenya.

10.0 Force Majeure

- 10.1 The Tenderer shall not be liable to forfeiture of its security deposit or termination for default if and to the extent that its failure to perform its obligations under the contract is the result of an event of Force Majeure.

Section IV: Special Conditions of the Contract

1.0. Opening Hours

- 1.1. The Tenderer will offer the Catering Services daily from **Monday to Sunday on a twenty four hours basis** for sale and consumption of soft drinks, tea, coffee and similar beverages, cakes, biscuits, sandwiches, ugali, meat and vegetables, chapati, rice, bread, butter, chicken, etc. **No sale of spirits, alcoholic drinks, tobacco products or any prohibited drugs or substances.**

2.0. Right of possession and control.

- 2.1 The Tenderer shall not impede the University or his agents/representatives in the exercise of her rights of possession and control of premises.

3.0. Hygienic Standards

- 3.1. The Tenderer will be responsible for the cleanliness of the kitchens, maintenance and repairs of the equipment provided. High standard of cleanliness will be maintained to the satisfaction of the University. The other facilities provided **MUST** always be kept clean and tidy as per Public Health requirements.

4.0. Tools of Trade

- 4.1 The Tenderer will be allowed to use the jikos, furniture and equipment installed in the Kitchens free of charge. **BUT** the Tenderer shall be responsible for repairs of the same.
- 4.2 The Tenderer shall provide all crockery, glassware, cutlery and kitchen utensils to be used in the Catering to the satisfaction of the University.

5.0. Performance Security

- 5.1 The Tenderer will be required to issue a performance Security in form of a bank draft or bank guarantee for a sum of **Kshs. 100,000.00** (Kshs. Hundred-thousand-only) in favour of the University.
- 5.2 The Performance security will be a security for furniture and fittings pursuant to paragraph 5.2 above and to cover any other loss or damage to other Company property or failure by the tenderer to complete its obligations under the contract.

6.0. Price Fixing

- 6.1. The Tenderer shall fix prices of the meals and articles sold **in consultation** and on agreement with the University.
- 6.2. The Tenderer shall serve meals on cash basis.

7.0 Employee Welfare

- 7.1 The Tenderer shall take full responsibility of his employees' welfare and shall ensure that they are well **insured, housed and provided with protective clothing and/or uniforms and tools of work.**
- 7.2 The University shall not be responsible for any debt incurred by any of its employees.

8.0 Statutory Obligations

- 8.1 The Tenderer shall be responsible for obtaining and renewal of the relevant Trade Licenses and/or any other statutory document required by either the Government or Local Authority in the running of such business.
- 8.1.1 The Tenderer shall ensure that its employees are medically examined and certified to be medically fit as required under the Public Health Act and such requirement can be verified by the University's Doctor.
- 8.1.2 The License is personal to the Tenderer. The Tenderer shall not sublet and/or allow any other person to use for his own benefit the licensed premises.

9.0 Termination

- 9.1 If there shall be any breach, non- performance or non-observance by the Tenderer of any of the conditions of the contract, the University shall be entitled to terminate the Contract by giving three Months' notice to the Tenderer.
- 9.2 Should the Tenderer want to vacate the premises for whatever reason, he shall give the University three months' notice prior to the said vacation.
- 9.3 This Contract/ Agreement in no way creates a tenancy but a mere License to operate the Catering Services.

10.0 Rent

- 10.2** The Tenderer will be required to pay upfront rent as per company policy and Government valuation of the facility. The tenderer to ensure he/she is aware of the rent chargeable before quoting and indicate willingness to abide by the same.
- 10.3** The tenderer will pay for his/her own electricity consumption.

Section V: - Standard Forms

Notes on the Standard Forms:

1. **Form of Tender**

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

2. **Confidential Business Questionnaire Form**

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

3. **Tender Security Form**

When required by the tender document the tenderer shall provide the tender security either in the form included therein or in another format acceptable to the University.

4. **Contract Form**

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

5. **Performance Security form**

The Performance Security Form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the University.

6. **Bank Guarantee for Advance Payment**

When Advance payment is requested for by the successful bidder and agreed by the University, this form must be completed fully and duly signed by the authorized officials of the bank.

7. **Statement of Verification**

When required by the tender document, this form must be completed and submitted with the tender document. This form must be completed fully and duly signed by the authorized officials of the Business Unit or Agent.

8. **Qualification Form for operating Catering Services**

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

5.1 Form of Tender

Date: _____
Tender N^o: _____

To: _____

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. _____ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide

_____ *[description of goods]*
in conformity with the said tender documents for the sum of
Kshs _____
[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 the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of **90** 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.
4. 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.
5. 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]

Duly authorized to sign tender for and on behalf of _____

5.2 Confidential Business Questionnaire Form

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

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

Part 1 – General:

Business Name
 Location of business premises.
 Plot No..... Street/Road
 Postal Address Tel No. Fax E mail
 Nature of Business ,.....
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin
 Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

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

Part 2 (c) – Registered Company

Private or Public
 State the nominal and issued capital of company-
 Nominal Kshs.
 Issued Kshs.
 Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.
5.

Date Seal/Signature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

5.3 Tender Security Form (mandatory)

Whereas..... *[name of the tenderer]*
(hereinafter called “the tenderer”) has submitted its tender dated*[date of submission of tender]* for the supply of.....
[name and/or description of the goods]
(hereinafter called “the Tender”).....
KNOW ALL PEOPLE by these presents that **WE**.....
of..... having our registered office at
..... (hereinafter called “the Bank”), are bound unto
[name of Company] (hereinafter called “the Company”) in the sum of
for which payment well and truly to be made to the said Company, 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 Company 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 University up to the above amount upon receipt of its first written demand, without the University having to substantiate its demand, provided that in its demand the University 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]

5.4 Contract Form

THIS AGREEMENT made the..... day of 20..... between[*name of Company*] of.....[*country of Company*] (hereinafter called “**the Company**”) of the one part and..... [*name of tenderer*] of..... [*city and country of tenderer*] (hereinafter called “**the tenderer**”) of the other part:

WHEREAS the Company invited tenders for certain goods, viz.,..... [*brief description of goods*] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [*contract price in words and figures*] (hereinafter called “the Contract Price”).

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 and
 - (e) the Company's Notification of Award.
3. In consideration of the payments to be made by the Company to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Company to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Company hereby covenants to pay the tenderer in consideration of the provision of the goods 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 Company)

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

in the presence of _____

5.5 Performance Security Form

To:
[name of Company]

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 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]

5.6 Bank Guarantee for Advance Payment

To:
[Name of Company]

[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 Company 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 Company 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 Company 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]

5.7 Statement of Verification

I/we hereby verify and confirm that:-

- a) I/we have not committed an offence under the public Procurement and Disposal Act, 2015.
- b) I/we have not committed an offence relating to procurement under any Act.
- c) I/we have not breached a contract for a procurement by a public entity.
- d) I/we have not in procurement proceedings, given false information about my/our qualifications.
- e) I/we have not refused to enter into any previous written contract as required under Section 68 of the Public Procurement and Disposal Act, 2005.

I/we also hereby declare that I/we will not engage in any corrupt practice while participating in the procurement proceedings herein.

Sign:

1. Name:

Designation:

Official rubber stamp

2. Name:

Designation:

Official rubber stamp

3. Name:

Designation:

Official rubber stamp

5.8 QUALIFICATION FORM FOR OPERATING CATERING SERVICES

(Please note that information given in this form will be treated as confidential and will not be released to any third party unless by your written authority).

- 1. Name of Tenderer
- 2. Full address of Tenderer
-
-

3. Legal status of Tenderer:

(Attach copies of Incorporate Certificate, License, VAT, PIN and Proof of authorization to deal with copper wires.

4. Financial Ability:

- (a) Names and full addresses of banks that may provide reference if contacted.

.....

.....

.....

.....

- (b) Bank Certificate of balance (as at the date of submission of the tender) (attach a copy).

- (c) Evidence of access to financial resources to meet the qualification requirements: Cash in hand, lines of credit e.t.c. List below and attach copies of supportive documents.

.....

.....

.....

- 5. How soon can you start **OPERATING** the Catering Services if awarded the tender.

.....

.....

6. ANY OTHER REMARKS:

Please give any further information or supporting documents about your business that may support your application.

.....
.....
.....
.....

7. CONFIRMATION

I confirm that the information given in this form is true to the best of my knowledge.

..... NAME POSITION
..... SIGNATURE DATE

Note: False information will result in disqualification.

FOR USE BY SOUTH EASTERN KENYA UNIVERSITY

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