



**KENYATTA UNIVERSITY TEACHING,
REFERRAL & RESEARCH HOSPITAL**

**SUPPLY AND DELIVERY OF
FOODSTUFF FOR KENYATTA
UNIVERSITY TEACHING, REFERRAL
AND RESEARCH HOSPITAL**

TENDER NO:

KUTRRH /TNR/S/020/SDF/2019-2020

CLOSING DATE: WEDNESDAY 31ST JULY, 2019 AT 10.00 A.M.

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SECTION I – INVITATION TO TENDER

Date 16th July 2019

TENDER REF NO: KUTRRH /TNR/S/020/SDF/2019-2020

TENDER NAME: SUPPLY AND DELIVERY OF FOODSTUFF

- 1.1 **KUTRRH** invites sealed tenders from eligible candidates for supply and delivery of foodstuff.
- 1.2 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of (One thousand shillings only) Ksh.1,000/= to be deposited in:-
Bank Name: Kenya Commercial Bank (KCB)
Branch: Thika Road Mall
Account Name: Kenyatta University Teaching, Referral & Research Hospital (KUTRRH)
Account Number: 1258637243

OR

Download free of charge from KUTRRH Website at www.kutrrh.go.ke .Bidders who opt to download MUST send their contacts details to procurement@kutrrh.go.ke

Those who buy the tenders are advised to take the banking slip to KUTRRH (Finance – Cash Office) for an official receipt thereafter you can collect the tender documents from Procurement Office, Procurement and Stores Section.

- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non-refundable fee of Kshs 1,000 in cash or bankers cheque payable to (*accounting officer*)
- 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 period of (120) 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 (**KUTRRH–Procurement Department**) or be addressed to (**KUTRRH P.O. Box 7674 – 00100 GPO Nairobi**) so as to be received on or before, **WEDNESDAY 31ST JULY, 2019 at 10.00 a.m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **KUTRRH–Boardroom.**

**The Chief Executive Officer
Kenyatta University Teaching, Referral and Research Hospital
P.O. Box 7674 – 00100, GPO
NAIROBI.**

SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the **date** of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. KUTRRH employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KUTRRH 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 KUTRRH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 KUTRRH shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form
 - xi) Performance security form

- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

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

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify KUTRRH in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. KUTRRH will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KUTRRH. Written copies of the KUTRRH 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. KUTRRH shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KUTRRH, 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 KUTRRH, 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.

2.9.6 Price variation requests shall be processed by KUTRRH within 30 days of receiving the request.

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KUTRRH 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, Bid Securing Declaration Form Attached.

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by KUTRRH, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by KUTRRH as nonresponsive.

2.13.2 In exceptional circumstances, KUTRRH 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 un-amended 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 KUTRRH at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: "**DO NOT OPEN BEFORE** On or before **WEDNESDAY 31ST JULY, 2019 at 10.00 a.m.,**"

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, KUTRRH 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 KUTRRH at the address specified under paragraph 2.15.2 no later than **WEDNESDAY 31ST JULY, 2019 at 10.00 a.m.**

2.16.2 KUTRRH 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 KUTRRH 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 KUTRRH 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 KUTRRH 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 KUTRRH may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 KUTRRH 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 KUTRRH will open all tenders in the presence of tenderers' representatives who choose to attend, at **WEDNESDAY 31ST JULY, 2019 at 10.00 a.m.** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KUTRRH , at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 KUTRRH 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 KUTRRH 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 KUTRRH in 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 KUTRRH 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 KUTRRH 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, KUTRRH 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. KUTRRH 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 KUTRRH 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, KUTRRH 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 KUTRRH 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 KUTRRH 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 2.2.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

KUTRRH requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than KUTRRH 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. KUTRRH 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 KUTRRH**

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

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 KUTRRH, 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 KUTRRH.

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

2.28 **Corrupt or Fraudulent Practices**

- 2.28.1 KUTRRH 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 KUTRRH 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 KUTRRH 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. KUTRRH should specify in the appendix information and requirements specific to the circumstances of KUTRRH, 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	Particulars of eligible tenderers
2.10	Particulars of other currencies allowed.
2.11	Particulars of eligibility and qualifications documents of evidence required
2.12	Bid Securing Declaration Form-Attached
2.24	Particulars of post – qualification if applicable
2.30	Particulars of performance security if applicable
Other's as necessary	Complete as necessary

EVALUATION CRITERIA

The criteria of evaluation and the points to be awarded on each criterion will be as follows:

A.	MANDATORY REQUIREMENTS	POINTS
1	Provide copy of Company Registration Certificates.	YES/NO
2	Attach six month bank statement from your bankers.	YES/NO
3	Attach a copy of valid Business permit for PWD attach a copy of APDK Card.	YES/NO
4	Provide a copy of Valid Tax compliance certificate/ Tax Exemption certificate.	YES/NO
5	Provide a copy of CR12.	YES/NO
6	Attach copies of Director's National Identification Card.	YES/NO
7	Provide two copies of bid document clearly labelled " Original " and " Copy "	YES/NO
8	Complete mandatory Business Questionnaire attached.	YES/NO
9	Complete Oaths and Statutory Declaration Form attached.	YES/NO
10	Provide a Valid copy of AGPO certificate issued Treasury	YES/NO
11	Complete Bid Securing Declaration Form	YES/NO

B. Evaluation criteria

	Area	Narrative	Max Score	Score
2	Financial Capability	Provide a six(6) months Bank Statement from Your Banker	35%	
3	Duration tenderer in operation	Attach at least three (3) recommendation letters from inception to current (reference checks)	15%	
4	Management plan- Human Resources	How tenderer will execute the work to include staffing, equipment and supervisions. Provide workplan	25%	
4	Organizational structure	Current company setup complete with organogram	10%	
5	Past performance –for similar works	Attach evidence LPOs OR delivery notes at least three (3)	15%	
	Total		100%	

All the tenders will be evaluated based on the tenderer's capability to provide the services as described in section V1, and other factors that may be reviewed as providing less Low risk in contract performance over the period. Contract will be awarded tenderer who scores **above numeric 70% score** in technical proposal and priced lowest on the evaluated tender.

Note:

1. Tenderers are required to ensure that all pages of their tender documents are properly serialized and stamped/signed and the document should be properly bound. Loose tender documents will be declared non responsive.
2. Blacklisted and suspended firms are not eligible for this procurement.

SECTION III GENERAL CONDITIONS OF CONTRACT

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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 KUTRRH 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 KUTRRH under the Contract.
- d) “KUTRRH” 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 KUTRRH 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 KUTRRH 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 KUTRRH 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 KUTRRH 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 KUTRRH 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 KUTRRH or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KUTRRH 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 KUTRRH.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, KUTRRH 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 KUTRRH.
- 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 KUTRRH 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 KUTRRH prior written consent.

3.10 Termination for Default

KUTRRH 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 KUTRRH .
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of KUTRRH has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

KUTRRH may at the anytime 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 KUTRRH.

3.13 Termination for convenience

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

3.14 Resolution of disputes

KUTRRH 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 KUTRRH 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 KUTRRH 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	10% of Total Contract Sum
3.8	Specify method and conditions of performance
3.9	No price adjustments allowed within 12 months
23.14	All Disputes will be resolved by Public Procurement Administrative Review Board and High Court of Kenya only
3.17	Constitution of Kenya
3.18	Kenyatta University Teaching, Referral and Research Hospital(KUTRRH) P.O Box 7674-00100 GPO NAIROBI Tel: 0710 642513/0780 900519 Email: procurement@kutrnh.go.ke

SECTION V – SCHEDULE OF REQUIREMENTS

Notes for preparing the schedule of requirements

The schedule of requirements for the services shall be included in the tender documents by KUTRRH and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided.

In addition, the schedule of requirements, together with the price schedule, should serve as a base in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause. The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which KUTRRH delivery obligations start (notice of award).

SECTION VI DESCRIPTION OF GOODS

Notes for preparing technical specifications

A set of precise and clear description of the goods required is a prerequisite for tenderers to respond realistically and competitively to requirements of KUTRRH without qualifying their tenders, the specifications should require that all goods and services to be incorporated be new, and of the most recent improvements – in design and materials unless otherwise provided for in the contract.

Samples of specifications from previous similar procurement are useful in their respect.

Care must be taken in describing the services to ensure that they are not restrictive. In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description should state the services that meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable.

LOT 1 : RESERVED FOR YOUTH ONLY						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Aromat 100gms	Pack	2400			
2	Bay Leaves(100gms)	pcs	12000			
3	Beef cubes 1x6	Pkt	1500			
4	Bi-carbonate 100gms	Pack	2400			
5	Black pepper 100gms	Pack	2400			
6	Chicken cubes (1x6)	Pack	1200			
7	Chicken masala(100g)	pcs	1200			
8	Cinnamon 100gms	Pack	2400			
9	Curry powder (400g)	Jar	1000			
10	Custard powder 500gms	Pack	1000			
11	Desiccated coconut*400g	pcs	600			
12	Dry yeast (500g)	Pkt	3000			
13	Fish masala*100g	pcs	600			
14	Galatine 500gms	Jar	600			
15	Garam Masala 100g	pcs	1800			
16	Lentiles masoor 1kg	Pcs	600			
17	Mixed Spice 100gms	Jars	300			
18	MSG Ajinamoto*500g	pkt	600			
19	Mushroom soup satchets 500gms	Pack	2000			
20	Oregano(100gms)	pcs	600			
21	Pilau masala 100gms	Pack	2400			
22	Rosemary (100gms)	pcs	600			

23	Royco 6 x 2 kg	ctn	1650			
24	Spanish Paprika*100g	pcs	1200			
24	Turmeric* 100gms	Pack	3600			
26	White pepper *100g	pcs	1200			
	Total unit cost					

Lot 2: RESERVED FOR WOMEN ONLY						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Baked beans in tomato 420gms	Tns	5000			
2	Baked Beans(500g)	pcs	750			
3	Chilie Sauce 5 ltr	Jars	360			
4	Corn flour(400g)	pkt	480			
5	Marmalade(500g)	Pcs	1500			
6	Mixed peels*200g	pcs	1050			
7	Peanut butter*500g	pcs	120			
8	Red plum jam 500gms	Tin	2400			
9	Tomato paste (400gms) 24 tins	ctn	1200			
10	Tomato Sauce(5ltr)	pcs	600			
	Total unit cost					

LOT 3 : RESERVED FOR PERSONS WITH DISABILITY ONLY						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Cocoa 400 gms	Jars	600			
2	Coconut milk (250g*1)	Tin	960			
3	Drinking chocolate(450g)	pcs	450			
4	Gravy brown 700ml x12 bottles	Carton	1500			
5	Mayonnaise 350ml	Btls	1200			
6	Nescafe*200g	pcs	2400			
7	Soy sauce * 750ml	pcs	2400			
8	Soya mince 500gms	Pkt	200			
9	Vinegar white *700ml* 12pcs	Carton	3600			
	Total unit cost					

Lot 4 Women, Youth & PWD						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Alluminium Foil 45cm x 90 mtrs	Roll	1800			
2	Black polythene bags s22 *50'S	Pack	1000			
3	Brown khaki papers No.2 *50's	Packs	2200			
4	Cling Film 30cmx300m	Roll	2000			
5	Drinking straws *100's * 24pkts	Bales	2400			
6	Garbage papers 30''x65'' *20's	Pkt	1200			
7	Packaging bags 7 x 12 * 100's	Pkt	1200			
8	Packaging paper (clear) 12x18*100's	Pack	3000			
9	Packaging paper (clear) 6x12*100's	Pack	3000			
10	Packaging paper (clear) 9x12*100's	Pack	3000			
11	Queen cake cases 110mm *120pcs flowered	Pack	600			
12	Queen cake cases 110mm *120pcs plain	Pack	600			
13	Queen cake cases 85mm plain *120pcs	Pack	600			
14	Queen cake cases 85mm *120pcs flowered	Pack	600			
15	Tooth picks * 100's wrapped	Pack	1000			
Total unit cost						

lot 5 Women, Youth & PWD						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Bread crumbs(400g)	pkt	1500			
2	Caster sugar 500gms	Pack	4000			
3	Dark cake chocolate 2.5kgs	Block	200			

4	Desiccated coconut(400g)	pcs	600			
5	Green glazed cherries 500gms	Jar	900			
6	Honey 400gms	Jars	600			
7	Icing sugar 500gms	Pack	1500			
8	Poppy Seeds(100g)	pcs	180			
9	Raisins * 200gms	Jars	180			
10	Red glazed cherries 200gms	Jar	1800			
11	Sugar satchets * 100's	Pkts	1500			
12	Sultanas 200gms	Pcs	600			
			Total unit cost			

LOT 6 Women, Youth & PWD						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Cashew nut 500gms	Pack	500			
2	Cornflakes * 400gms	Pkts	600			
3	Cotton wool 400gms	Pcs	1500			
4	Indomie 500gms	Pkt	200			
5	Match box *30 sticksx10pkts	Outer	1500			
6	Pigeon peas 1kgs	Pack	3000			
7	Rice crips * 500gms	Pkts	600			
8	Spaghetti 400gms	Pack	1200			
9	Weetabix * 400gms	Pkts	600			
			Total unit cost			

LOT 7 Women, Youth & PWD						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Eclairs cadbury * 250gms sweets	pkt	300			
2	Eclairs cadbury * 500gms sweets	pkt	300			
3	Ken Lotta milk toffee * 500gms sweets	pkt	300			
4	Mixed peels*200g	pcs	1200			
5	Tropical sweets 500gms	Pkts	300			
			Total unit cost			

Note:

- I. No firm will be awarded more than two lots
- II. To win in a lot, the firm must quote for all the items in that lot.

(OTHERS TO BE EVALUATED INDIVIDUALLY)						
NO.	ITEM DESCRIPTION	UNIT	QTY	Unit Price	Total Price	Delivery Period
1	Baking powder 100gms *72	Carton	2000			
2	Bar soap 800gms (1 x25 bars)	Carton	1000			
3	Beans Rose Coco * 50kgs	Bags	500			
4	Black Beans (Njahi) * 50kgs	Bags	500			
5	Delmonte juice* 1 litre	Pcs	1200			
6	Maize meal (2kg*12pkts)	Bale	15000			
7	Milia Fruit (200ml)	pcs	2400			
8	Picana juice (300ml*24pcs)	Ctn.	3000			
9	Rice shindano * 50kgs	Bags	3000			
10	Salt *1kgs x 20 pcs	Bale	2700			
11	Serviette paper 100'sx60pkts	Carton	300			
12	Spirit methylated 5 Ltrs	Jar	1500			
13	Sugar * 50kgs	Bags	3000			
14	Tea bags 100pcs X 10pkt Enveloped	Carton	300			
15	Tea leaves-ketepa 500gms*20pkts	Ctn.	1320			
16	Uji mix* 1kg *20 pkts	Bale	1500			
17	Wheatflour (2kg*12pkts)	Bale	18000			

NO	ITEM DESCRIPTION	UNIT OF ISSUE	QTY	Unit Price	Total Cost	Delivery Period
1.	Cabbages	Kg	24,000			
2.	Carrots		3,000			
3.	sukumawiki	Kg	12,000			
4.	Onions dried	Kg	1,200			

5.	Potatoes English	Kg	3,600			
6.	Spinach fresh	Kg	300			
7.	Tomatoes	Kg	3,000			
8.	Bananas Raw	Kg	2,160			
9.	Bananas Ripe	Kg	6000			
10.	Mangoes	Kg	6000			
11.	Oranges	Kg	6000			
12.	Pawpaw	Kg	6000			
13.	Pears	Kg	6000			
14.	Pineapples	Kg	6000			
15.	Tree Tomatoes	kg	800			
16.	Passion Fruits	kg	800			
17.	Beef without bones	KGS	2400			
18.	Eggs 1x30	tray	720			
19.	Beans dried 90 kg	bag	96			
20.	Maize whole 90 kg	bag	12			
21.	Maize meal posho 90 kg	bag	12			
22.	Maize meal sifted 12x2 kg	bundle	420			
23.	Rice, sindano 50 kgs	bag	156			
24.	Wimbi flour 1kg	Kg	60			
25.	Bread 400gm (white/brown)	loaf	12,000			
26.	Drinking chocolate 400 gm	Tin	96			
27.	Milo 400gm	tin	10			
28.	Fat, deep frying 17 kgs	tin	84			
29.	Elianto 20 litres	No	6			
30.	Green grams, dry 90kgs	bag	4			
31.	Margarine (blue band) 1 kg	tin	10			
32.	Salt refined 20kgs	carton	6			
33.	Sugar 50kgs local	bag	54			
34.	Tea leaves 500g	pkt	150			
35.	Milk ½ litre pasteurized	pkt	20000			
36.	Milk fresh 1 litre	Ltre.	500			

37.	Mini Bread 200gm	No.	2400			
38.	NAN Powder milk 400gm	tin	150			
39.	PRE-NAN 400gm	Tin	100			
40.	Custard powder 250gm	Tin	120			
41.	FM 85 200gm	Tin	80			
42.	Dry skimmed milk 25 kgs	bag	3			
43.	Fafa D diabetic formula 500gm	pkt	380			
44.	Ensure powder 400gm	Tin	150			
45.	Tea Scones	dozen	100			

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 KUTRRH 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 KUTRRH 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 KUTRRH and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

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

1. FORM OF TENDER

KUTRRH
P.O. Box 7674 – 00100 GPO
NAIROBI

Tender No: KUTRRH/TNDR/020/G/SDF/2019-2020

Tender Name: **SUPPLY AND DELIVERY OF FOODSTUFF**

Gentlemen and/or Ladies:-

1. Having examined the Tender documents including Addenda No. (Insert numbers) the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Foodstuff under this tender in conformity with the said Tender document for the sum of Ksh:.....[Total Tender amount in words].....
.....
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 Foodstuff in accordance with the conditions of the tender.
3. 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.
4. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this day of..... 2019

.....

[Signature]

.....

[In the capacity of]

Duly authorized to sign tender for and on behalf of

CONTRACT FORM

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

WHEREAS KUTRRH invited tenders for **Supply and Delivery of Foodstuffs** 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 Details of cover
 - c. the General Conditions of Contract
 - d. the Special Conditions of Contract
 - e. KUTRRH Notification of Award.
3. In consideration of the payments to be made by KUTRRH to the tenderer as hereinafter mentioned, the tenderer hereby covenants with KUTRRH to provide the materials and spares and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. KUTRRH 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 KUTRRH)

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.

Part 1: General:

- 1.1: Business Name
- 1.2: Location of business premises
- 1.3: Plot No.
- 1.4: Street/Road
- 1.5: Postal Address
- 1.6: Office Tel. No.
- 1.7: Mobile:.....
- 1.8: Fax No:.....
- 1.9: Email Address:.....
- 1.10: Nature of business:.....
- 1.11: Registration Certificate No.
- 1.12: Maximum value of business which you can handle at any one time Kshs.
- 1.13: Name of your bankers Branch

Part 2(a) – Sole Proprietor:

- 2a.1: Your name in full Age
- 2a.2: Nationality Country of origin
- Citizenship details.....

Party 2(b) – Partnership

2b.1: Give details of partners as follows

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

Part 2(c) – Registered Company:

2c.1: Private or public

2c.2: State the nominal and issued capital of the company –

Nominal Kshs.. Issued Kshs.....

2c.3: Give details of all directors as follows

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

Date..... Signature of Tenderer

If a citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration

Part 3 – Eligibility Status

3.1 Are you related to an Employee who works in the Finance or Procurement Departments, or, is a member of the KUTRRH Board?
Yes..... No:.....

3.2: If answer in ‘3.1’ is **YES** give the relationship:.....

3.3: Does an Employee as in “3.1” above, sit in the Board of Directors or Management of your

Organisation Subsidiaries or Joint Ventures? Yes..... No.....

3.4: If answer in '3.3' above is YES give details.....

.....
.....

3.5: Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by KUTRRH to provide consulting services for preparation of design, specifications and other documents to be used for procurement or the goods or services under this invitation? Yes.....
No.....

3.6: If answer in '3.5' above is YES give details.....

.....
.....

3.7: Are you under a declaration of ineligibility for corrupt and fraudulent practices?
Yes..... No.....

3.8: If answer in '3.7' above is YES give details.....

.....
.....

3.9: Have you offered or given anything of value to influence the procurement process?
Yes..... No.....

3.10: If answer in '3.9' above is YES give details.....

.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date: Signature of Candidate:.....

If a Kenyan Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

BID SECURING DECLARATION FORM(TO BE FILLED BY YOUTH, WOMEN OR PERSONS WITH DISABILITY COMPANY(S) ONLY)

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

Date:
*[insert **date** (as day, month and year)]*

Bid No.:
*[insert **number of bidding process**]*

Alternative No.:
*[insert **identification No if this is a Bid for an alternative**]*

To:
*[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:
We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Procuring Entity for the period of time of *[insert **number of months or years**]*..... starting on *[insert **date**]*,..... if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Tender; 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 ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of:-

- (i) our receipt of your notification to us of the name of the successful Bidder; or
- (ii) twenty-eight days after the expiration of our Tender.

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

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

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

Dated on _____ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

PERFORMANCE SECURITY FORM

To:

[name of KUTRRH]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____20_____to **Supply and Delivery of Foodstuffs**

[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]

OATHS AND STATUTORY DECLARATION FORM

PUBLIC OF KENYA OF KENYA

IN THE MATTER OF OATHS AND STATUTORY DECLARATION ACT CHAPTER 15 OF THE LAWS OF KENYA AND IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT NO. 33 OF 2015

I ... of P.O Box.....Being a resident of..... in the Republic of Kenya do hereby make oath and state as follows:-

1. **THAT** I am the Chief Executive/Managing Director/Principal Officer/Director of..... (name of the Candidate) which is a Candidate in respect of Tender Number..... to supply goods, render services and/or carry out works for KUTRRH and duly authorized and competent to make this Affidavit.
2. **THAT** the aforesaid Candidate has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KUTRRH, which is the procuring entity.
3. **THAT** the aforesaid Candidate, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of KUTRRH.
4. **THAT** what is deponed to hereinabove is true to the best of my knowledge information and belief.

SWORN at..... by the said}

.....}

Name of chief Executive/Managing Director/}

Principal Officer/Director }

On this..... day of 2019}

}

} _____

} DEPONENT

Before me }

}

}

}

Commissioner for Oaths }