



Providing globally competitive professionals

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INVITATION FOR TENDER

TENDER NO.KAS/IFT/001/2021-2022:

**PROVISION OF OUTSIDE CATERING
SERVICES FOR BREAKFAST, LUNCH AND
DINNER**

**CLOSING DAY AND DATE:
WEDNESDAY, 1 SEPTEMBER 2021.
CLOSING TIME: 10.00 A.M.**

TABLE OF CONTENTS

	PAGE
SECTION I INVITATION TO TENDER.....	3
SECTION II INFORMATION AND INSTRUCTIONS TO TENDERERS...	4
SECTION III GENERAL CONDITIONS OF CONTRACT.....	13
SECTION IV SPECIAL CONDITIONS OF CONTRACT.....	17
SECTION V SCHEDULE OF REQUIREMENTS.....	19
SECTION VI SPECIFICATIONS AND PRICE SCHEDULE FOR GOODS.	21
SECTION VII STANDARD FORMS.....	23
7.1 FORM OF TENDER.....	24
7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORMS (ATTACHING YOUR CR12)	25
7.3 TENDER SECURITY FORM.....	27
7.4 CONTRACT FORM.....	28
7.5 PERFORMANCE SECURITY FORM.....	29
7.6 MANUFACTURER'S AUTHORIZATION FORM (N/A).....	30
7.7 ANTI-CORRUPTION DECLARATION FORM.....	31

SECTION I INVITATION TO TENDER

Date: 12 August 2021

REFERENCE: TENDER NO. KAS/IFT/001/2021-2022: PROVISION OF OUTSIDE CATERING SERVICES FOR BREAKFAST, LUNCH, AND DINNER

kasneb invites your firm and other pre-qualified suppliers to submit sealed bids for Provision of Outside Catering services for Breakfast, Lunch and Dinner.

Interested pre-qualified suppliers may obtain further information from and inspect the tender documents at the offices of **kasneb** situated in **kasneb** Towers, Hospital Road, Upper Hill, NAIROBI during normal working hours between 8.00 a.m. and 4.00 p.m. every day from Monday to Friday.

Complete tender documents must be enclosed in a plain sealed envelope marked only with the tender number and tender name and addressed to:

The Secretary/Chief Executive Officer
kasneb
P. O. Box 41362-00100
NAIROBI

The tender documents must be submitted in two copies one marked "ORIGINAL" and the other marked "COPY."

The tender documents should be deposited in the Tender box placed at the reception hall of **kasneb** or be sent to The Chief Executive Officer, **kasneb** so as to reach him on or before the closing date and time on **Wednesday, 1 September 2021 at 10.00 a.m.**

Prices shall be quoted in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tenders.

The tenders will be opened immediately after the closing date and time on **Wednesday, 1 September 2021 at 10.00 a.m.** at **kasneb** Towers. Bidders or bidder representatives are invited to witness the opening.

Yours faithfully,

For: SECRETARY AND CHIEF EXECUTIVE

Tender Number: KAS/IFT/001/2021-2022: Provision of outside catering for Breakfast, Lunch and Dinner Page 3 of 31

SECTION II: INFORMATION AND INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1 This invitation for tenders is open to all pre-qualified tenderers who are in the **kasneb** Suppliers Register for the 2019/2020 financial year, from a list of prequalified tenderers from other State Corporations and Knowledge of the market.
- 2.1.2 **kasneb** employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a 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 **kasneb** to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of tendering

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

2.4 The tender document

- 2.4.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.6 of these instructions to tenderers
- (i) Invitation to Tender.
 - (ii) Instructions to Tenderers.
 - (iii) General Conditions of Contract.

- (iv) Special Conditions of Contract.
- (v) Schedule of Requirements.
- (vi) Technical Specifications.
- (vii) Tender Form and Price Schedules.
- (viii) Tender Security Form **(N/A)**.
- (ix) Contract Form.
- (x) Performance Security Form.
- (xi) Manufacturer's Authorization Form (where applicable).
- (xii) Confidential Business Questionnaire.

2.4.2 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.

2.5 Clarification of documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify **kasneb** in writing or by post at the address indicated in the Invitation to Tender. **kasneb** will respond in writing to any request for clarification of the tender documents which it receives not later than seven (7) days prior to the deadline for the submission of tenders. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 **kasneb** shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of documents

2.6.1 At any time prior to the deadline for submission of tenders, **kasneb** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and the amendment will be binding on them.

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

2.7 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 **kasneb**, 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.

2.8 Documents comprising the tender

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

- (a) A Tender Form completed in accordance with paragraph 2.9.
- (b) A Price Schedule completed in accordance with paragraph 2.10 and 2.11 below.
- (c) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.
- (d) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (e) Tender security furnished in accordance with paragraph 2.14.

2.9 Tender forms

The tenderer shall complete the tender form and the appropriate price schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender prices

- 2.10.1 The tenderer shall indicate on the appropriate price schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the price schedule shall include all costs including taxes, insurances and delivery to **kasneb**.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the tenderer's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be one (1) year from **the tender closing date with possibility of renewal based on satisfactory performance and mutual agreement between kasneb and the contracted service provider.**

2.11 Tender currency

Prices shall be quoted in Kenya Shillings.

2.12 Tenderers eligibility and qualifications

Pursuant to paragraph 2.1.of this document, the tenderer shall furnish, as part of its tender, documents establishing that the tenderers have the relevant

Licenses by the City Council of Nairobi (Trading License, Fire Clearance Certificate, and Food Handling and Hygiene Certificate.)

2.13 Goods eligibility and conformity to tender documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the price schedule of the country of origin of the goods and services offered.

2.14 Tender security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security. (Not applicable)

2.14.1 The tender security is required to protect **kasneb** against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 2.14.7.

2.14.2 The tender security shall be denominated in Kenya Shillings, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender documents or any other form acceptable to **kasneb** and shall remain valid for thirty (30) days beyond the validity of the tender.

2.14.3 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be considered as non responsive and will be rejected, pursuant to paragraph 2.22

2.14.4 The tender security from unsuccessful tenderers will be discharged or returned as soon as possible but not later than thirty (30) days after the expiration of the period of tender validity.

2.14.5 The tender security from successful tenderers will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28.

2.14.6 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity; or

(b) in the case of a successful tenderer, if the tenderer fails:

(i) To sign the contract in accordance with paragraph 2.27; or

(ii) To furnish performance security in accordance with paragraph 2.28.

2.15 Validity of tenders

2.15.1 Tenders shall remain valid for one (1) year with possibility of renewal based on satisfactory performance and mutual agreement between **kasneb** and the contracted service provider. A tender valid for a shorter period shall be considered non responsive and will be rejected.

2.15.2 In exceptional circumstances, **kasneb** 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 2.14 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.

2.16 Format and signing of the tender

2.16.1 **kasneb** shall prepare one copy of the tender. The tenderer shall submit the tender in two copies. One copy will be clearly marked "ORIGINAL" and the other one will be clearly marked "COPY," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and the copy 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.

2.16.3 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.

2.17 Sealing and marking of tenders

2.17.1 The Tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be inserted and sealed in a plain outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Secretary and Chief Executive, **kasneb**, P. O. Box 41362-00100 NAIROBI.

(b) Bear the tender number and name.

2.17.3 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".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, **kasneb** will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for submission of tenders

2.18.1 Tenders must be deposited in the Tender box placed at the reception hall of **kasneb**, or be sent so as to be received at **kasneb** on or before the closing date and time on **Wednesday, 1 September 2021 at 10.00 a.m.**

2.18.2 **kasneb** may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of **kasneb** and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and withdrawal of tenders

2.19.1 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 **kasneb** prior to the deadline prescribed for submission of tenders.

2.19.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by e-mail but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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 2.14.7.

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

2.19.6 **kasneb** shall give prompt notice of the termination to the tenderers and on request give its reasons for the termination within fourteen (14) days of receiving the request from any tenderer.

2.20 Opening of tenders

2.20.1 The tenders will be opened immediately after the closing date and time on **Wednesday, 1 September 2021 at 10.00 a.m.** in the **kasneb** Conference room in the presence of tenderers' representatives present.

2.20.2 The tenderers' representatives present shall sign a register evidencing their attendance.

2.20.3 The tenderers' names, tender modifications or withdrawals, the presence or absence of requisite tender security and such other details as **kasneb**, at its discretion, may consider appropriate, will be announced at the opening.

2.20.4 **kasneb** will record proceedings of the tender opening.

2.21 **Clarification of tenders**

2.21.1 To assist in the examination, evaluation and comparison of tenders **kasneb** may, at its discretion, request 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 of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the members of staff of **kasneb** in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 **Preliminary examination**

2.22.1 **kasneb** will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 **kasneb** 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.

2.22.3 Prior to the detailed evaluation, pursuant to paragraph 2.23 **kasneb** 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. **kasneb's** determination of a tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.4 If a tender is not substantially responsive, it will be rejected and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 **Evaluation and comparison of tenders**

2.23.1 **kasneb** will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.23.2 The tender evaluation committee shall evaluate the tender within thirty (30) days of the validity period from the date of opening the tender.

2.23.3 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 referral to the Public Procurement Oversight Authority for purposes of debarment from participating in future public procurement.

2.24 **Preference**

Preference where allowed in the evaluation of tenders shall not exceed 15%.

2.25 **Contacting the procuring entity**

2.25.1 Subject to paragraph 2.21 no tenderer shall contact **kasneb** on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the members of staff of **kasneb** in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

2.26 **Award of Contract**

2.26.1 **Award criteria**

kasneb 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.

2.26.2 **kasneb's right to vary quantities**

kasneb reserves the right, at the time of contract award, to increase or decrease the quantity of goods and services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.26.3 **kasneb's right to accept or reject any or all tenders**

kasneb reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

2.27 **Notification of award**

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

2.27.3 The notification of award, acceptance of the award and submission of 2% performance security will constitute the formation of the Contract.

2.27.4 Upon the successful tenderer's furnishing of the performance security pursuant to paragraph 2.28, **kasneb** will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14.

2.27.5 If you do not receive any official communication **within 90 days** after the tenders closing date and time of **Wednesday, 1 September 2021 at 10.00 a.m.** Kindly consider that your tender application was unsuccessful.

2.28 **Signing of Contract**

2.28.2 At the same time as **kasneb** notifies the successful tenderer that its tender has been accepted, **kasneb** will send the tenderer the Contract form provided in the tender documents, incorporating all agreements between the parties.

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

2.28.4 Within thirty (30) days of receipt of the contract form, the successful tenderer shall sign and date the contract and return it to **kasneb**.

2.29 **Performance Security (Where Applicable)**

2.29.2 Within three (3) days of the receipt of notification of award, the successful tenderer shall furnish the letter of acceptance of the tender award accompanied by the 2% performance security in accordance with the conditions of contract, in the performance security form provided in the tender documents, or in any other form acceptable to **kasneb**.

2.29.3 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event **kasneb** may make the award to the next lowest evaluated candidate or call for new tenders.

2.30 **Corrupt or fraudulent practices**

2.30.1 **kasneb** requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. When used in the present regulations, the following terms are defined as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public 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 includes collusive practice among tenderer (prior to or after tender submission) designed to establish

tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

2.30.2 **kasneb** 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.

2.30.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya by the Public Procurement Regulatory Authority.

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 **kasneb** 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 goods”** means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to **kasneb** under the contract.
- (d) **“The tenderer”** means the individual or firm supplying the goods under this contract.

3.2 Application

These general conditions shall apply in all contracts made by **kasneb** for the procurement of goods and services.

3.3 Country of origin

3.3.1 For purposes of this clause, **“origin”** means the place where the goods were mined, grown or produced.

3.3.2 The origin of goods and services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The goods supplied under this contract shall conform to the standards mentioned in the specifications.

3.5 Use of contract documents and information

3.5.1 The tenderer shall not, without **kasneb**'s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern,

- sample, or information furnished by or on behalf of **kasneb** in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.
- 3.5.2 The tenderer shall not, without **kasneb**'s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.
- 3.5.3 Any document, other than the contract itself, enumerated in paragraph 3.5.1 shall remain the property of **kasneb** and shall be returned (all copies) to **kasneb** on completion of the tenderer's performance under the contract if so required by **kasneb**.
- 3.6 **Patent rights**
- 3.6.1 The tenderer shall indemnify **kasneb** against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by **kasneb**.
- 3.7 **Performance security (Where Applicable)**
- Within three (3) days of receipt of the notification of contract award, the successful tenderer shall furnish to **kasneb** the performance security of 2% of the contract value in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya in the form provided in the tender document or any other form acceptable to **kasneb**.
- 3.7.1 The proceeds of the performance security shall be payable to **kasneb** as compensation for any loss resulting from the tenderer's failure to complete its obligations under the Contract.
- 3.7.2 The performance security shall be denominated in the currency of the contract.
- 3.7.3 The performance security will be discharged by **kasneb** and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance obligations under the contract, including any warranty obligations, under the contract.
- 3.8 **Inspection and tests**
- 3.8.1 **kasneb** shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications/samples. **kasneb** shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the goods' final destination. 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 **kasneb**.

3.8.3 Should any inspected or tested goods fail to conform to the specifications, **kasneb** may reject the goods, and the tenderer shall either replace the rejected goods or make alterations necessary to make specification requirements free of costs to **kasneb**.

3.8.4 **kasneb**'s right to inspect, test and where necessary, reject the goods after the goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by **kasneb** prior to the good's delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract.

3.10 **Delivery and documents**

Delivery of the goods shall be made by the tenderer in accordance with the terms specified by **kasneb** in its schedule of requirements and the special conditions of contract.

3.11 **Insurance**

The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the special conditions of contract.

3.12 **Payment**

The method and conditions of payment to be made to the tenderer under this contract shall be specified in special conditions of contract.

3.12.1 Payments shall be made promptly by **kasneb** as specified in the contract.

3.13 **Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the contract shall not vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within thirty (30) days of receiving the request.

3.14. **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the prior written consent of **kasneb**.

3.14 **Subcontracts**

3.14.1 The tenderer shall notify **kasneb** in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the contract

3.15 **Termination for default**

kasneb 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 deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by **kasneb**.
- (b) If the tenderer fails to deliver the goods in the specified quality.
- (c) If the tenderer fails to perform any other obligation(s) under the contract.
- (d) If the tenderer, in the judgment of **kasneb**, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.16 **Blacklisting for default**

In addition to 3.15 above **kasneb** may, at its discretion, blacklist the tenderer for breach of contract.

3.17 **Resolution of disputes**

3.17.1 **kasneb** 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.

3.17.2 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 or international forum, and/or international arbitration.

3.18 **Language and law**

The language of the contract and the law governing the contract shall be English language and the laws of Kenya respectively unless otherwise stated.

3.19 **Force majeure**

The tenderer 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.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.0 Order quantity

- 4.1.1 Quantity of items indicated in this tender are the estimated annual requirements of **kasneb**.
- 4.1.2 Actual order quantities will be indicated in the Local Purchase Order (**LPO**) at the time of placing the orders.
- 4.1.3 The orders shall be placed **as and when required** during the one year contract period.
- 4.1.4 All goods and services must be delivered against a written and authorized LPO. Goods and services delivered with no such LPO will be delivered at the tenderers' risk.

4.2 Prices

- 4.2.1 Prices shall be quoted in Kenya shillings and shall remain fixed for the whole of the one year contract period.
- 4.2.2 Prices quoted shall be net, inclusive of all applicable taxes, except VAT. The prices shall be inclusive of suitable packing, packaging and delivery to **kasneb**. VAT shall be quoted separately as indicated in the specifications and price schedule.
- 4.2.3 For printing and supply of printed materials the tenderer shall be required to include the cost of the artworks production in the tender prices.

4.3 Delivery schedule

- 4.3.1 The delivery schedule for **Outside catering services for Breakfast, Lunch and Dinner** will be as per the Schedule of requirements (Page 20 of 31) and the information in the LPO issued by **kasneb**.

4.4 Inspection of goods (Not applicable)

Goods delivered shall be inspected by officers of **kasneb** for quality and quantity conformance to specifications/samples. Goods that do not conform to quality specifications/samples shall be rejected and the supplier requested to collect them from **kasneb** for replacement at their own cost.

4.5 Packing

4.5.1 The tenderer shall provide such packing of the goods as is required to protect the goods from damage or deterioration during transit to **kasneb** and during packing in the warehouse.

4.5.2 The packing, marking and documentation shall clearly indicate the name of the goods, the tender under which the goods are supplied, the unit of supply, the quantity in the package and the dimensions of the goods, the name of the tenderer and any other specifications needed for quick identification of the goods.

4.6 **Payment**

The supplier shall issue **kasneb** with an invoice after successful delivery of an order in full and **kasneb** shall pay the invoice value within thirty (30) days of the invoice receipt.

4.7 **Performance Security (Where applicable)**

Within three (3) days of notification of contract award the successful tenderer shall be required to submit a performance security of 2% of the contract award. The performance security shall be valid for the whole of the contract period of twelve (12) months.

4.8 **Manufacturers letter of Authorization**

For computer accessories the tenderer must provide a copy of the manufacturer's letter of authorization as either a dealer in the specific items tendered or as the manufacturer's agent. Failure to produce this evidence of authorization may lead to disqualification of the tender **(Not Applicable)**.

4.9 **Contract duration**

The duration of this contract shall be one (1) year renewable based on satisfactory past performance and mutual expressed agreement with the contracted service provider.

SECTION V- SCHEDULE OF REQUIREMENTS.

TENDER NO.KAS/IFT/001/2021/2022: SUPPLY OF OUTSIDE CATERING SERVICES FOR BREAKFAST, LUNCH AND DINNER

No.	Item Description	Qty	Unit
1	PROVISION OF OUTSIDE CATERING – TEA AND ACCOMPANIMENTS (As per the following timetable) Provision of corporate hospitality, catering for a wide range of occasions from corporate events, conferences, business breakfasts and lunches, office parties, celebrations, social events among others.		
	Monday 7.30 a.m: Tea/Milk/Hot Water, Bread 10.30 a.m: Tea, Mandazi, Beef Sausages 3.00 p.m: Tea, Bananas	15-30 250-350 250-350	Pax Pax Pax
	Tuesday 7.30 a.m: Tea/Milk/Hot Water, Mandazi 10.30 a.m: Tea, Buttered and un buttered Bread, Beef Samosas 3.00 p.m: Tea, Boiled Maize, Melon	15-30 250-350 250-350	Pax Pax Pax
	Friday 7.30 a.m: Tea/Milk/Hot Water, Chapati 10.30 a.m: Tea, Sweet Potatoes, Boiled Eggs 3.00 p.m: Tea, Bun, Oranges	15-30 250-350 250-350	Pax Pax Pax
	Thursday 7.30 a.m: Tea/Milk/Hot Water, Sweet Potatoes 10.30 a.m: Tea, Pan Cakes, Beef Sandwiches 3.00 p.m: Tea, Bananas	15-30 250-350 250-350	Pax Pax Pax
	Friday 7.30 a.m: Tea/Milk/Hot Water, Bread 10.30 a.m: Tea, Bun, Beef Sausages 3.00 p.m: Tea, Buttered and un buttered Bread, Melon	15-30 250-350 250-350	Pax Pax Pax
	Saturday 7.30 a.m: Tea/Milk/Hot Water, Arrow Roots 10.30 a.m: Tea, Chapati, Boiled Eggs 3.00 p.m: Tea, Vegetable Samosa, Banana	15-30 250-350 250-350	Pax Pax Pax
	Sunday 7.30 a.m: Tea/Milk/Hot Water, Pancakes 10.30 a.m: Tea, Boiled Maize, Beef Samosas 3.00 p.m: Tea, Buttered and un buttered Bread, Banana	15-30 250-350 250-350	Pax Pax Pax
2	PROVISION OF OUTSIDE CATERING FULL BUFFET BREAKFAST <i>(Accompanied by Assorted Teas, Juices, Fruits, Cakes, Cereals, eggs and bitings preferably African or its equivalent)</i>	301 and above 201- 300 101- 200 51 - 100 10 - 50	Pax Pax Pax Pax Pax
3	PROVISION OF OUTSIDE CATERING EXETENSIVE BUFFET LUNCH <i>(Accompanied by Assorted Juices /drinks)</i>	301 and above 201- 300 101- 200 51- 100 10 - 50	Pax Pax Pax Pax Pax
4	PROVISION OF OUTSIDE CARTERING EXTENSIVE BUFFET DINNER <i>(Accompanied by Assorted Juices /drinks)</i>	301 and above 201- 300 101- 200	Pax Pax Pax

		51- 100	Pax
		10- 50	Pax
5	PROVISION OF OUTSIDE CATERING FULL BUFFET BREAKFAST AND EXTENSIVE BUFFET LUNCH as per details 2 and 3 above	301 and above	Pax
		201- 300	Pax
		101- 200	Pax
		51- 100	Pax
		10- 50	Pax

Services Required

kasneb intends to contract outside catering services for a period of one year renewable for an additional year subject to satisfactory performance.

The services required include:-

- 1) Daily Office Tea
- 2) Tea and snacks during meetings on need basis
- 3) Plate of lunch on need basis
- 4) Buffet Lunch during meetings on need basis
- 5) The caterer shall on request and at no additional labour charge provide food, beverages and waiting services for functions held by kasneb. The waiting services shall be at no extra cost.

Caterer's General Undertaking and understanding

During the subsistence of any agreement resulting from this tender, the caterer will comply with all the obligations of the agreement, without limitation and will observe the best business, hygiene and culinary practices. Furthermore, the caterer and its employees will at all times promote and uphold the good name of kasneb.

The service provider shall not be insolvent, in receivership, bankrupt or being wound up, their business activities should not be suspended, and they should not be the subject of legal proceedings for the foregoing. They must prove that they have fulfilled their obligations to pay taxes and social security obligations, and for the purpose, documentary evidence to be provided.

Caterer's Warranty on the Quality of Services

The Supplier warrants that the Services shall be performed:

- By appropriately qualified and trained personnel
- With due care and diligence
- To such high standard of quality consistent with applicable industry standards and as it is reasonable for kasneb to expect in all circumstances.

Operational Responsibilities;

Subject to the terms and conditions of any Agreement resulting from this tender and any other instructions that may be communicated to the Caterer by kasneb, the caterer shall have the following operational responsibilities:-

- To ensure a high standard of work, dress and behaviour of the staff
- To provide the employees with appropriate uniforms including in the case of kitchen staff headwear to be worn at all times while on duty.
- To comply with all laws, by-laws or regulations from time to time in force and governing the operation of their business and employment of the staff.
- Deploy such number of qualified persons ("staff") as are required to the satisfaction of kasneb.
- The staff shall at all times be employees of the caterer who shall be liable to such staff for their wages, salaries, allowances etc.

- The caterer shall ensure full compliance with all food hygiene, health and safety related by-laws and regulations and place restriction on the employment and deployment of any person likely to spread disease.
- The caterer shall ensure that at all times good personal hygiene, discipline and courtesy are maintained by the staff. The caterer shall conduct or facilitate access to regular training for staff to ensure that the highest standards of service and discipline are maintained.
- If at any time kasneb is not satisfied with the work product of, or work ethic of any staff member it shall notify the caterer of its disapproval and the caterer shall immediately withdraw such staff member and replace him/her with a qualified and disciplined person

SECTION VI - SPECIFICATIONS AND PRICE SCHEDULE

A. TENDER NO. KAS/IFT/07/2021-2022: SUPPLY OF OUTSIDE CATERING SERVICES FOR BREAKFAST, LUNCH AND DINNER

No.	Item Description	Qty	Unit	Unit Price PER PAX Inclusive of 16% VAT, catering levy, service charge, transport, extras and any other applicable Taxes (Sh.)	
1	PROVISION OF OUTSIDE CATERING – TEA AND ACCOMPANIMENTS (As per the following timetable)				
	Monday	7.30 a.m: Tea/Milk/Hot Water, Bread	15-30	Pax	
		10.30 a.m: Tea, Mandazi, Beef Sausages	250-350	Pax	
		3.00 p.m: Tea, Bananas	250-350	Pax	
	Tuesday	7.30 a.m: Tea/Milk/Hot Water, Mandazi	15-30	Pax	
		10.30 a.m: Tea, Buttered and un buttered Bread, Beef Samosas	250-350	Pax	
		3.00 p.m: Tea, Boiled Maize, Melon	250-350	Pax	
	Friday	7.30 a.m: Tea/Milk/Hot Water, Chapati	15-30	Pax	
		10.30 a.m: Tea, Sweet Potatoes, Boiled Eggs	250-350	Pax	
		3.00 p.m: Tea, Bun, Oranges	250-350	Pax	
	Thursday	7.30 a.m: Tea/Milk/Hot Water, Sweet Potatoes	15-30	Pax	
		10.30 a.m: Tea, Pan Cakes, Beef Sandwiches	250-350	Pax	
		3.00 p.m: Tea, Bananas	250-350	Pax	
	Friday	7.30 a.m: Tea/Milk/Hot Water, Bread	15-30	Pax	
		10.30 a.m: Tea, Bun, Beef Sausages	250-350	Pax	
		3.00 p.m: Tea, Buttered and un buttered Bread, Melon	250-350	Pax	
	Saturday	7.30 a.m: Tea/Milk/Hot Water, Arrow Roots	15-30	Pax	
		10.30 a.m: Tea, Chapati, Boiled Eggs	250-350	Pax	
		3.00 p.m: Tea, Vegetable Samosa, Banana	250-350	Pax	
	Sunday	7.30 a.m: Tea/Milk/Hot Water, Pancakes	15-30	Pax	
		10.30 a.m: Tea, Boiled Maize, Beef Samosas	250-350	Pax	
		3.00 p.m: Tea, Buttered and un buttered Bread, Banana	250-350	Pax	
	2	PROVISION OF OUTSIDE CATERING FULL BUFFET BREAKFAST (Accompanied by Assorted Teas, Juices, Fruits, Cakes, Cereals, eggs and bitings preferably African or its equivalent)	301 and above	Pax	
			201- 300	Pax	
			101- 200	Pax	
			51 - 100	Pax	
			10 - 50	Pax	
	3	PROVISION OF OUTSIDE CATERING EXETENSIVE BUFFET LUNCH (Accompanied by Assorted Juices /drinks)	301 and above	Pax	
201- 300			Pax		
101- 200			Pax		
51- 100			Pax		
10 - 50			Pax		
4	PROVISION OF OUTSIDE CARTERING EXTENSIVE BUFFET DINNER	301 and above	Pax		

	<i>(Accompanied by Assorted Juices /drinks)</i>	201- 300	Pax	
		101- 200	Pax	
		51- 100	Pax	
		10- 50	Pax	
5	PROVISION OF OUTSIDE CATERING FULL BUFFET BREAKFAST AND EXTENSIVE BUFFET LUNCH as per details 2 and 3 above	301 and above	Pax	
		201- 300	Pax	
		101- 200	Pax	
		51- 100	Pax	
		10- 50	Pax	

PLEASE NOTE:

(a) **The service provider shall be required:**

- To provide additional costs as per the attached addendum.
- To carry out **site visits** by the service provider team.
- Provide Full waiter and bar service with appropriate supervision
- Provide Customised catering services via our Marketing and Corporate Affairs Unit.
- Have No radius limit.
- Have transportation details arranged to and from the venue.
- Provide appropriate cutlery: spoons, forks, plates, napkins, cups, glasses, food warmers
- The preferred MENU is African or its equivalent
- Compliance with all applicable local health department rules and regulations relating to food preparation and food service.
- **SUBMIT THEIR COVID 19 CLEARANCE CERTIFICATE FROM THE RELEVANT AUTHORITY TOGETHER WITH THEIR TENDER**
- To have access to the venue not later than three (3) hours in advance of the start time for the event, and [clean up time] hours after the end time for clean up. Client will make all necessary arrangements, at client's expense, to get this access arranged.

(b) The actual number of participants may vary upwards or downwards. The Final Invoice amount shall be based on the actual number of participants, services, equipment, and facilities APPROVED/AUTHORISED and used by kasneb.

(c) You may state any **Extra Benefits/Facilities** that may be provided by the Hotel at **NO Extra Costs**

(d) Prices quoted will be inclusive of service charge plus any other costs including cleaning after service and will be quoted in Kenya Shillings and valid for one (1) financial year with possibility of extension based on satisfactory performance and mutual agreement between kasneb and the contracted service provider.

(e) kasneb will enter into framework contract with the winning bidder and LPO's will be issued as and when required.

N/B: kasneb shall have the discretion to determine and award the most responsive hotel that shall have met the minimum requirements

SECTION VII - STANDARD FORMS

Notes on the sample 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 representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form (N/A)- When required by the tender documents the tenderer shall provide the tender security either in the form provided herein or in another format acceptable to **kasneb**.
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 (N/A) - 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 form provided herein or in another form acceptable to the procuring entity.
6. Manufacturers Authorization Form (N/A) - When required by the Tender documents, this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
7. Anti Corruption Declaration Form - When required by the Tender documents, this form must be completed and submitted with the tender documents.

7.1 **FORM OF TENDER**

Date: ---- - 2021

Tender No. KAS/001/2021/2022

**Provision of Outside catering
services for Breakfast, Lunch and
Dinner**

To: The Secretary and Chief Executive
kasneb
P. O. Box 41362-00100
NAIROBI

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda No. _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver _____ in conformity with the said tender documents for the sum of _____ (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to supply and deliver the _____ in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the contract price for the due performance of the contract in the format prescribed by **kasneb**

We agree to abide by this tender for a period of **one (1) year from the Tender closing date**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2021

(signature)

(in the capacity of)

Duly authorised to sign tender for and on behalf of _____
7.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

A tenderer who gives false information will be disqualified.

Part 1 – General:

Business Name-----

(Attach copy of certificate of Incorporation or Registration Certificate)

Location of Business-----

Plot No. -----

Street/Road-----

Postal Address-----

Tel.no-----

Fax number -----

Nature of Business-----

Current Trade Licence No. -----Expiry date-----

PIN No. ----- VAT No. -----

Attach copy of pin Certificate and copy of VAT certificate

Maximum value of business you can handle at any one time: Sh.-----

Name of your bankers -----

Branch -----

Part 2 (a) – Sole Proprietor

Your name in full -----

Nationality; (State whether Kenyan or Non Kenyan -----

Part 2(b) – Partnership:

Give names of partners as follows:

- 1 -----
- 2 -----
- 3 -----
- 4 -----

Part 2(c) – Registered Company

Private or Public

Give Details of all Directors as follows:

Name	PIN No.	Nationality (State whether Kenyan or Non –Kenyan).
1 -----		
2 -----		
3 -----		
4 -----		
5 -----		

Signed ----- Date -----
(Authorised signatory of the firm)

7.3 TENDER SECURITY FORM

Whereas _____ (name of the tenderer)(hereinafter called “the tenderer”) has submitted its tender dated _____ for the supply _____ KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called “the Bank”), are bound unto **kasneb** in the sum of _____ for which payment well and truly to be made to the said **kasneb**, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2021

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 **kasneb** during the period of tender validity fails or refuses to execute the Contract form if required; or fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to **kasneb** up to the above amount upon receipt of its first written demand, without **kasneb** having to substantiate its demand, provided that in its demand **kasneb** 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 tender 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.

(Seal and signature of the bank)

7.4 CONTRACT FORM

THIS AGREEMENT is made the _____ day of _____ 2021 between **kasneb** of P. O. Box 41362-00100 NAIROBI of the one part and _____ (name of tenderer) of P. O. Box..... (City and country of tenderer) hereinafter called “the tenderer”) of the other part;

WHEREAS **kasneb** invited tenders for supply of _____ 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.
 - (b) Specifications and price schedule for the goods submitted by the tenderer.
 - (c) The General conditions of contract
 - (d) The Special conditions of contract; and
 - (e) **kasneb**'s Notification of award
3. In consideration of the payments to be made by **kasneb** to the tenderer as hereinafter mentioned, the tender hereby covenants with **kasneb** to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the contract
4. **kasneb** hereby covenants to pay the tenderer in consideration of the provisions 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:
For kasneb

For Tenderer

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

In the presence of:

Signature: _____

Name: _____

Date: _____

7.5 PERFORMANCE SECURITY FORM

To: The Secretary and Chief Executive
kasneb
P. O. Box 41362-00100
NAIROBI

WHEREAS _____ (name of tenderer) (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No. _____ (Reference number of the contract) dated _____ 20 _____ to supply _____ (description of goods) (hereinafter called "the Contract").

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

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

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

This guarantee is valid until the _____ day of _____ 2019

Signed and seal of the Guarantors

(Name of bank or financial institution)

(Address)

(Date)

**7.6 MANUFACTURER'S AUTHORIZATION FORM
(Not Applicable)**

To The Secretary and Chief Executive
kasneb
P. O. Box 41362-00100
NAIROBI

WHEREAS

(name of the manufacturer) who are established and reputable manufacturers of

(name and/or description of the goods)

having factories at:

(address of factory)

do hereby authorize

(name and address of Agent)

To submit a tender, and subsequently negotiate and sign the Contract with you against
Tender No. _____
(reference of the tender) for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of
Contract for the goods offered for supply by the above firm against this Invitation for
Tenders.

(Signature for and on behalf of manufacturer)

Note: This letter of authority should be on the letterhead of the Manufacturer and
should be signed by a person authorised to sign on behalf of the manufacturer.

ANT- CORRUPTION DECLARATION FORM

Date

To

.....

.....

The Tenderer i.e. (name and Address)

.....

.....declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....
Name

.....
Signature

.....
Date

(To be signed by authorized representative and officially stamped