



SUGAR CHEMELIL COMPANY LIMITED

TENDER DOCUMENT

FOR

OPERATING FACTORY CANTEEN

FOR THE YEAR 2018/2019

TENDER NO: CSCL/T/2018-2019/10

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Section I - Invitation to Tender

Date: 5th November, 2018

To:
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TENDER REF NO: CSCL/T/2018-2019/10

TENDER NAME: OPERATING OF FACTORY CANTEEN

- 1.1 Chemelil Sugar Company Limited invites sealed tenders from eligible candidates for **Operating of Factory Canteen** for a period of one year.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Chemelil Sugar Company Limited during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates www.chemsugar.co.ke/corporatedocuments or the National Treasury IFMIS website: www.supplier.treasury.go.ke or obtain a set of each hard copy upon payment of a non-refundable fee of Kshs. 1,000.00 (One thousand) payable to Chemelil Sugar Company Ltd either in cash or bankers cheque.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 90 (Ninety) days from the closing date of the tender.
- 1.5 All Tenders must be accompanied by a tender security of Kshs.2% of the total tender value
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at the **Company's Reception** or be addressed to **The Managing Director, Chemelil Sugar Company Limited** so as to be received on or before **10.00 a.m. on Monday 19th November, 2018.**
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the **Company's Boardroom.**

Yours faithfully,
For: **CHEMELIL SUGAR COMPANY LIMITED**

SHIRLEY SAKWA
SUPPLY CHAIN MANAGER (Ag)

Section II - Instructions to Tenderers

1.0. Eligible Tenderers

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

2.0. Cost of Tendering

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

3.0. The Tender Document and the Contents

- 3.1 The tender document comprises the documents listed below and any addenda issued in accordance with Clause 5 of these instructions to tender
 - (i) Tender notice.
 - (ii) General information
 - (iii) General conditions of the contract
 - (iv) Special conditions of the contract
 - (v) Form of Tender
 - (vi) Contract Form
 - (vii) Performance Security Form
 - (viii) Tender Security Form
 - (ix) Qualification Form
- 3.2. The Tenderer is expected to examine all instruction forms and terms in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

4.0. Clarification of Documents

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

5.0. Amendment of Documents

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

5.2. All prospective tenderers that have received the tender documents will be notified of the amendment in writing or by cable, and will be binding on them.

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

6.0. Preparation of Tenders

6.1. Language of Tender

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

7.0. Documents Comprising the Tender

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

- (a) A tender Form completed in accordance with paragraph 8.0 below.
- (b) Qualification Form evidencing tenders eligibility to tender and is qualified to perform the contract in accordance with paragraph 9.
- (c) Tender Security Form furnished in accordance with paragraph 10.

8.0. Tender Form

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

9.0 Tenderers Eligibility and Qualifications

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

10.0 Tender Security

- 10.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the tender notice/ invitation at **Kshs. 2% of Total Tender Price.**
- 10.1. The tender security is required to protect the Company against the risk of the Tenderers conduct, which would warrant the security forfeiture pursuant to paragraph 10.7.
- 10.2. The tender security shall be denominated in Kenya shillings, and shall be in the form of a Banker's Cheques or Bank guarantee issued by a reputable bank located in Kenya and valid for thirty (30) days beyond the validity of the tender.
- 10.3. Any tender not secured in accordance with paragraph 10.1 and 10.2 will be rejected by the Company as non-responsive pursuant to paragraph 18.
- 10.4. Unsuccessful Tenderers tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of period of tender validity prescribed by the Company.
- 10.5. The successful Tenderers tender security will be discharged upon the tenderer signing the contract pursuant to paragraph 25 and furnishing the performance Security pursuant to paragraph 26.
- 10.6. The tender security may be forfeited
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Company on the Tender Form, or
 - (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 25 or
 - (ii) To furnish an advance sum as a security deposit in accordance with paragraph 26.

11.0. Validity of Tenders

- 11.1. Tenders shall remain valid for 90 (Ninety) days or as specified in the tender documents after date of tender opening prescribed by the Company pursuant to paragraph 13. A tender valid for a shorter period shall be rejected by the Company as non-responsive.
- 11.2. In exceptional circumstances, the Company may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 10 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

12.0. Format and Signing of Tender

- 12.1. The Company shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER**", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 12.2. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender shall be initialed by the person or persons signing the tender.
- 12.3. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

13.0 Submission, Sealing and Marking of Tenders

- 13.1. The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope.
- 13.2. The inner and outer envelopes shall:
 - (a) be addressed to the Company, at the following address:

Managing Director
Chemelil Sugar Company Limited
P.O. Box 1649
KISUMU

- 1.8 (b) Bear the words "**Tender for operating Factory Canteen**" and "**DO NOT OPEN BEFORE**" 10.00 a.m. on Monday 19th November, 2018.

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

14.0 Deadline for submission of Tenders

1.9 14.1. Tenders must be received by the Company at the address specified under paragraph 13.2 not later than 10.00 a.m. on **Monday 19th November, 2018.**

14.2. The Company may, at its discretion extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, in which case all rights and obligation of the Company and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

15.0 Modification and Withdrawal of Tenders

15.1. The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders is received by the Company prior to the deadline prescribed for submission of tenders.

15.2. The Tenderers modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with provisions of paragraph 13. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

15.4. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 10.7.

16.0 Opening and Evaluation of Tenders

1.10 16.1 The Company will open all tenders in the presence of the tenderers’ representatives who choose to attend at **10.00 a.m. on Monday 19th November, 2018** in the **Company’s Boardroom.**

16.2 The tenderers’ representatives who are present shall sign a register evidencing their attendance.

16.3 The tenderer's names, tender modifications or withdrawals and the presence or absence of requisite tender security and such other details as the Company, at its discretion, may consider appropriate, will be announced at the opening.

16.4 The Company will prepare minutes of the tender opening.

17.0. Clarification of Tenders

17.1. To assist in the examination, evaluation and comparison of tenders, the Company may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change of substance of the tender shall be sought, offered, or permitted.

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

18.0. Preliminary Examination

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

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

18.3. Prior to the detailed evaluation, pursuant to paragraph 19, the Company will determine the substantial responsiveness of each tender to the tender documents. For purpose of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Company's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

19.0. Evaluation and Comparison of Tenders

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

19.2. The Company's evaluation of a tender will take into account the following:

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

20.0. Contacting the Company.

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

21.0 Award of Contract;

Post-qualification

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

22.0. Award Criteria

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

No.	Item	Responsive or Not. Y=(Yes, N=No)
A.	Statutory Compliance (Mandatory) (i) Certificate of Business Registration (ii) Valid Tax Compliance Certificate (iii) Pin Certificate. (iv) Valid Trading License/Business Permit (v) Valid certificate from hotels/catering licensing body (vi) Any bidder whose rent per month is less than Kshs. 30,000 will be considered as non-responsive.	
B.	TECHNICAL EVALUATION Technical evaluation shall constitute 70% of total evaluation score. Only candidates who score 50/70 shall proceed to Financial Evaluation.	Score

1.	General Experience: - Recommendation from at least two clients of similar capacity as CSCL (if any) and Evidence of similar work from at least 2 major clients Attach proof documents- award letters, LPOs (if any) etc. - (5 Marks) - Experience of at least two (2) years in the Hotel/Catering Industry.- (5 Marks)	10
2.	Financial Position: i) Confirmation of having a Bank Account (provide bank statement for the Last two years) (5 Marks) ii) Demonstrate ability to access funds (letter of confirmation from the Bank above) (5 Marks)	10
3.	Equipment Capabilities: To show/proof of ownership or lease of the equipments to be used to carry out the job as per CSCL standards. Demonstrate ability to avail recommended equipments as per scope of work List of relevant : i) PPEs (Personal Protective’s Equipments) (5 Marks) ii) Working tools in possession or to be acquired to execute contract (5Marks) iii) Any added advantages to Chemelil Sugar Company if awarded (5 Marks)	15
4.	Personnel Capability Provide CVs of managerial and Supervisory staff intended to run the facility: i) CV above tertiary (administrative) (10 Marks) ii) CV Secondary level (operational/supervision) (5 Marks) iii) CV Primary Level (2 Marks)	10
5.	List of Major Customers i) 5 Clients accessed to since registration if any (5 Marks) ii) Demonstrate methodology and plans to execute contract (5 Marks)	10
6.	Geographical Proximity i) Proof on how quick/fast resource mobilization will be carried out to execute the required job - Immediately (5 Marks) - At least one month (2 Marks)	5
7.	Rent payable to Chemelil Sugar Company Limited a) Kshs. 30,000-40,000 per month (5 Marks) b) Above Kshs. 40,000 per month (10 Marks)	10
	Total Score	70

c. Financial evaluation

Financial evaluation = 30 points

Formula;-

FS – Financial Scores

FM - Highest priced Financial proposal

F – Financial proposal of the bidder being evaluated

SF – $30 \times \frac{F}{FM}$

Total Score = Financial Score + Technical Score

-The tender will be awarded to the highest most responsive bidder

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

23.1 The Company reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer(s) or any obligation to inform the affected tenderer(s) of the grounds for the procuring entity's action.

24.0. Notification of Award

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

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

24.3. Upon the successful Tenderer's furnishing of the Performance Security pursuant to paragraph 26, the Company will discharge its tender security pursuant to paragraph 10.

25.0. Signing of Contract

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

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

26.0. Performance Security

26.1. Within twenty one (21) days of the receipt of notification of award from the Company, the successful tenderer shall furnish the performance Security in accordance with the conditions of the contract, in the performance Security Form provided in the tender documents or in another form acceptable to the Company.

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

27.0. Corrupt and Fraudulent Practices

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

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

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

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

SECTION III: General Conditions of Contract

1.0 Definitions

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

- (a) “The Contract” means the agreement entered into between the Company 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 Company” means Chemelil Sugar Company Limited inviting tenders under this Contract.
- (c) “The tenderer” means the individual or firm supplying the services under this contract.

1.0. Application

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

3.0. Use of Contract Documents and Information

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

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

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

4.0. Performance Security

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

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

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

5.0. Inspection

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

6.0. Assignment

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

7.0 Termination

- 7.1. The Company may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate this contract in whole:
- (a) If the tenderer fails to perform its obligations under the Contract.
 - (b) If the tenderer, in the judgement of the Company has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

8.0 Resolution of Dispute

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

9.0 Law

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

10.0 Force Majeure

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

Section IV: Special Conditions of the Contract

1.0. Opening Hours

- 1.1. The Tenderer will open the Factory Canteen daily from **Monday to Sunday on a 24hrs. basis** for sale and consumption of Soft drinks, Tea, Coffee and similar Beverages, Cakes, Biscuits, Sandwiches, Ugali, Meat and Vegetables, Chapati, Rice, Bread, Butter, Chicken, etc. **No sale of spirits, alcoholic drinks, tobacco products or any prohibited drugs or substances.**

2.0. Right of possession and control.

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

3.0. Hygienic Standards

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

4.0. Tools of Trade

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

5.0. Performance Security

- 5.1 The Tenderer will be required to issue a performance Security in form of a bank draft or bank guarantee for a sum of **Kshs. 50,000.00** (Kshs. Fifty-thousand-only) in favor of the Company.
- 5.2 The Performance security will be a security for furniture and fittings pursuant to paragraph 5.2 above and to cover any other loss or damage to other Company property or failure by the tenderer to complete its obligations under the contract.

6.0. Price Fixing

- 6.1. The Tenderer shall fix **prices of the meals and articles sold in consultation and on agreement with the Company.**
- 6.2. The Tenderer shall serve meals through use of Meal Voucher issued and duly authorized by the Company and submit invoice for payment after every two weeks.

7.0 Employee Welfare

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

8.0 Statutory Obligations

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

9.0 Termination

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

10.0 Rent

- 10.1** The Tenderer will be required to pay the rent upfront.
- 10.2** The bidder will pay for his/her own electricity and water consumption.

Section V: - Standard Forms

Notes on the Standard Forms:

1. **Form of Tender**

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

2. **Confidential Business Questionnaire Form**

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

3. **Tender Security Form**

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

4. **Contract Form**

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

5. **Performance Security form**

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

6. **Bank Guarantee for Advance Payment**

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

7. **Statement of Verification**

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

8. **Qualification Form operating Factory Canteen**

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

5.1 Form of Tender

Date: _____

Tender N^o: _____

To: _____

Gentlemen and/or Ladies:

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

_____ *[Description of goods]*

in conformity with the said tender documents for the sum of

Kshs _____

[Total tender amount in words and figures]

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of **90** days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ **20** _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

5.2 Confidential Business Questionnaire Form

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

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

Part 1 – General:

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

Part 2 (a) – Sole Proprietor				
Your name in full		Age		
Nationality		Country of origin		
Citizenship details				
Part 2 (b) Partnership				
Given details of partners as follows:				
Name	Nationality	Citizenship Details	Shares	
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....
Part 2 (c) – Registered Company				
Private or Public				
State the nominal and issued capital of company-				
Nominal Kshs.				
Issued Kshs.				
Given details of all directors as follows				
Name	Nationality	Citizenship Details	Shares	
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....
5.....	.....	.....	.....
Date		Seal/Signature of Candidate		

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

5.3 Tender Security Form (mandatory)

Whereas..... *[name of the tenderer]*
(hereinafter called “the tenderer”) has submitted its tender dated*[date of submission of tender]* for the supply of.....

[name and/or description of the goods]

(hereinafter called “the Tender”).....

KNOW ALL PEOPLE by these presents that **WE**.....

of..... having our registered office at

..... (hereinafter called “the Bank”), are bound unto

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

for which payment well and truly to be made to the said Company, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Company during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

we undertake to pay to the Company up to the above amount upon receipt of its first written demand, without the Company having to substantiate its demand, provided that in its demand the Company will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

5.4 Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract and
 - (e) the Company's Notification of Award.
3. In consideration of the payments to be made by the Company to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Company to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Company hereby covenants to pay the tenderer in consideration of the provision of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

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

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

in the presence of_____

5.5 Performance Security Form

To:
[name of Company]

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

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of.....

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of.....

[amount of guarantee]

as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20_____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5.6 Bank Guarantee for Advance Payment

To:
[Name of Company]

[Name of Tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment,

.....
[name and address of tenderer] (hereinafter called “the tenderer”) shall deposit with the Company a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of.....
[amount of guarantee in figures and words].

We, the.....
[bank or financial institution], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Company on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding.....
[amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Company and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the tenderer under the Contract until[date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5.7 Statement of Verification

I/we hereby verify and confirm that:-

- (a) I/we have not committed an offence under the public Procurement and Asset Disposal Act, 2015.
- a) I/we have not committed an offence relating to procurement under any Act.
- b) I/we have not breached a contract for procurement by a public entity.
- c) I/we have not in procurement proceedings, given false information about my/our Qualifications.
- d) I/we have not refused to enter into any previous written contract as required under Section 136 of the Public Procurement and Asset Disposal Act, 2015.

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

Sign:

1. Name:

Designation:

Official rubber stamp

2. Name:

Designation:

Official rubber stamp

3. Name:

Designation:

Official rubber stamp

5.8 QUALIFICATION FORM FOR OPERATING FACTORY CANTEEN

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

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

3. Legal status of Tenderer:

(Attach copies of Incorporate Certificate, License, VAT, PIN).

4. Financial Ability:

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

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

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

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

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

- 5. How soon can you start **OPERATING** the Factory Canteen if awarded the tender.

.....
.....

6. ANY OTHER REMARKS:

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

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

7. CONFIRMATION

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

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

Note: False information will result in disqualification.

FOR USE BY CHEMELIL SUGAR COMPANY LIMITED

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