REPUBLIC OF KENYA

KENYA MEDICAL PRACTITIONERS & DENTISTS BOARD

TENDER

FOR

OUTSOURSING OF CAFETERIA & CATERING SERVICES

TENDER NO.: KMPDB/26/2018 – 2019

CLOSING DATE: 15TH MARCH, 2019

CLOSING TIME: 2.00 P.M

Kenya Medical Practitioners and Dentists Board,
Woodlands Road, Off Lenana Road
P.O. Box 44839-00100,
Tel: 020-2728752 / 27 11478 / 2724994
Mobile: +257 720771478 / +254 738 504 112
Email: info@kenyamedicalboard.org
Website: http://www.medicalboard.co.ke

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OUTSOURCING OF CAFETERIA & CATERING SERVICES

TENDER NO.: KMPDB/26/2018 – 2019/20

Medical Practitioners & Dentists Board invites tenders from eligible candidates for outsourcing of cafeteria & catering services for a period of twelve (12) months.

A complete set of tender documents may be downloaded by interested candidates FREE OF CHARGE at www.medicalboard.co.ke and those who have downloaded the document from the website **must forward their particulars immediately for recording and any further clarifications and addenda to procurement@kenyamedicalboard.org**

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to:

Procurement Manager
Medical Practitioners & Dentists Board
P.O. Box 44839 – 00100
Nairobi, Kenya

Or be deposited in the tender box provided at the KMPDB Complex, Reception Area on Ground Floor, along Woodlands Road so as to be received on or **before Friday, 15th March 2019 at 2.00pm.**

HEAD, PROCUREMENT DEPARTMENT
FOR: CHIEF EXECUTIVE OFFICER
MEDICAL PRACTITIONERS & DENTISTS BOARD

2.1 Eligible Tenderers

2.1.1 This invitation for tenders is open to all tenderers eligible as described in the appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.

2.1.2 The Procuring Entity's employees, committee members, board members and their relatives (spouse & children) are not eligible to participate in the tender unless where specially allowed under **Section 131 of the Act.**

2.1.3 Tenderers shall provide the qualification statement that the tenderer (including all members of a joint venture and subcontractors), is not associated, or have been associated in the past, directly or indirectly, with the firm or any of its officials which have been engaged by the procuring entity to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

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

2.2.2 The price to be charged for the tender document shall not exceed Ksh. 1000/=

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of Tender Documents

2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of the instructions to tenderers.

i. Instructions to tenderers
ii. General Conditions of Contract
iii. Special Conditions of Contract
iv. Schedule of particulars of tender
v. Form of Tender
vi. Price Schedule
vii. Contract Form
viii. Confidential Business Questionnaire Form
ix. Tender Security Form
x. Performance Security Form
xi. Authorization Form
xii. Declaration Form

xiii. Request for Review Form

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

2.4 Clarification of Tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the Invitation to Tender. The procuring entity will respond in writing to any request to clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the procuring entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.

2.4.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

2.5 Amendment of Tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

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

2.6 Language of Tenders

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

2.7 Documents Comprising the Tender

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

a. A tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below:
b. Documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted
c. Tender security furnished in accordance with paragraph 2.12

2.8 Form of Tender

2.7.1 The tenderer shall complete the Form of Tender and Price Schedules furnished in the tender documents, indicating the particulars of the tender

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10 Tender Currencies

2.10.1 Price shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.11.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish the Procuring Entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be in the amount: **N/A**

2.12.3 The tender security is required to protect the procuring entity against risk of the tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of;

a. Cash
b. A bank guarantee
c. Letter of credit

2.12.5 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity.

2.12.7 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

a. If a tenderer withdraws its tender during the period of tender validity
b. In case of a successful tenderer, the tender fails
    i. To sign the contract in accordance with paragraph 2.29 or
    ii. To furnish performance security in accordance with paragraph 2.30
c. If the tenderer rejects a correction of an arithmetic error in the tender

2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the procuring entity as non-responsive.

2.13.2 In exceptional circumstances, the procuring entity may solicit the tenderer's consent to an extension of the period of vailidity. The request and responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tenders

2.14.1 The tenderer shall prepare **an original and a copy** of the tender, clearly marking each 'ORIGINAL TENDER' and 'COPY OF TENDER,' as appropriate. In the event of any discrepancy between them, the original shall govern.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initiated by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initiated by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of tender in separate envelopes, duly marking the envelopes as 'ORIGINAL TENDER' and 'COPY OF TENDER'. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall be addressed to:

Bear tender number and name in the Invitation to Tender and the words, 'DO NOT OPEN BEFORE **Friday, 15th March 2019 at 2.00pm.**

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

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than **Friday, 15th March 2019 at 2.00pm.**

2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17 Modification and Withdrawal of Tenders

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

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18 Opening of Tenders

2.18.1 The procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on **Friday 15th March, 2019 at 2.00pm** and in the location specified in the Invitation to Tender. The tenderer's representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tender's name, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the procuring entity, as its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 To assist in the examination, evaluation and comparison of tenders the procuring entity may, at its discretion, ask the temderer 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.

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

2.20 Preliminary Examination and Responsiveness

2.20.1 The procuring entity 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.

2.20.2 Arithmetical errors will be rectified on the following basis; if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

2.20.3 The procuring entity 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material

deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

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

2.21 Conversion to Single Currency

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.22 Evaluation and Comparison of Tenders

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3

a) Operational plan proposed in the tender
b) Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2 the following evaluation methods will be applied:

a) Operational Plan
    i. The procuring entity requires that the services under the Invitation to tender shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.
b) Deviation in payment schedule
    i. Tenderers shall state their price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price.

    Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The procuring entity may consider the alternative payment schedule offered by the selected tenderer.

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

2.22.5 The evaluation committee shall evaluate the tenders within 30 days from the date of opening the tender.

2.23 Contacting the Procuring Entity

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

2.24 Post-qualification

2.24.1 The procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the procuring entity may deem necessary and appropriate.

2.24.3 An affirmative determination will be prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the tenderers tender, in which event the procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards the tenderer shall have the following:-

a. Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured
b. Legal capacity to enter into contract for procurement
c. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
d. Shall not be debarred from participating in public procurement

2.26 Procuring Entity's Right to Accept or Reject any or all Tenders

2.26.1 The procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contact 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 procuring entity's action. If the procuring entity determines that none of the tenders is responsive, the procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 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 debarment form participating in future public procurement.

2.27 Notification of Award

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

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful tenderer's furnishing of the performance security pursuant to paragraph 2.30 the procuring entity will promptly notify each unsuccessful tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 At the same time as the procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.28.3 The contract will be definitive upon its signature by the two parties.

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

2.29 Performance Security

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to Instructions to Tenderers, in a form acceptable to the procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the procuring entity may make the award to the next lowest evaluated tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.30.2 The procuring entity 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 contarct in question.

2.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices or risks is being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes to the Appendix to the Instructions to Tenderers

1. The appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
    a. The information that specifies and complements provisions of section III to be incorporated
    b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the Appendix to Instructions to Tenderers
5. Clauses to be included in this part must be consistent with the public procurement law and regulations.

Appendix to Instructions to Tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

ITT Clause Number	Amendments of and supplements to, clauses in the Instruction to Tenderers
2.1.1	Eligibility: All tenderers are eligible
2.4.1	The address for requesting clarification are: **Procurement Manager** **Medical Practitioners & Dentists Board** **Woodlands Road, off Lenana Road** **P.O. Box 44839 – 00100,** **Nairobi, Kenya** **Tel: +254 720771 478/ +254 020 272 8752**
2.6.1	The language of all correspondence and documents related to the tender is: **English**
2.9.3	The prices shall be **FIXED**
	Alternative tenders to the requirements of the tender documents will **Not be permitted**
2.10.1	Prices shall be quoted in **Kenya Shillings**
2.11.2	Specify the evidence and information required: • **Copy of Certificate of Incorporation or Registration** • **Copy of Valid Tax Compliance Certificate** • **Copy of PIN Certificate** • **Valid Business Permit**
2.12.2	The tender security shall be: **N/A**
2.13.1	The tender validity period shall be: **120 days**
2.14.1	The number of copies of the tender to be completed and returned shall be: **One (1) original and One (1) copy**
2.16.1	Tender shall be submitted to: **Procurement Manager** **Medical Practitioners & Dentists Board** **Woodlands Road, off Lenana Road** **P.O. Box 44839 – 00100,** **Nairobi, Kenya** The deadline for bid submission is: **Date: Friday, 15th March, 2019** **Time: 2.00pm**
2.18.1	Tender opening shall take place at: **Medical Practitioners & Dentists Board** **Woodlands Road, off Lenana Road** **3rd Floor, Conference Centre**

	Date: Friday, 15th March, 2019 **Time: 2.00pm**
2.20.1	**Preliminary Examination:** The preliminary evaluation criteria will be as below: • Business Registration Certificate/Certificate of Incorporation • Valid Tax Compliance Certificate • Duly Completed, signed, stamped confidential business questionnaire • Dully filled, signed and stamped price schedule • The original must include the Procurement Entity's original tender document duly filled, each page numbered and initialed including all the attachments thereof. The same to be done with the copies **AT THIS STAGE, THE TENDERER'S SUBMISSION WILL EITHER BE RESPONSIVE OR NON-RESPONSIVE. THE NON-RESPONSIVE SUBMISSIONS WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER**
2.22.1	**Evaluation and Comparison of Tenders:**

No.	Description of Criteria	Weighing Scores	Max Scores
1.	To be in existence for the last 5 years	1 Mark per year	5
2.	Provide a list of 5 clients and references to which the company has done similar outside catering services in the last 3 years	5 clients with recommendation letters from the clients – 2 marks each Less than 5 clients – 1 mark each List of clients with out letters – 0.5 marks each	10
3.	Submit copy of NSSF Compliance Certificate or evidence of registration	5 Marks	5
4.	Submit copy of NHIF Compliance Certificate or evidence of remittance of employees NHIF Contributions	5 Marks	5
5.	Registration with relevant hotel and/or restaurant body – provide evidence	5 Marks	5
6.	Financial Strength provide audited accounts for the last two years	• Two years audited accounts – 10 marks • One year audited accounts – 5 marks	10

	7.	Provide details of any relevant certifications and/or accreditations by principals or accreditation bodies and attach copies of such certification. Such certification may be for your company or for your individual staff as relevant to the work they do and the key skills for the services required.	Details of 4 certifications and/or accreditation with proof – 2 marks each	5
	8.	Health & safety:- • Does the firm have a documented health and safety policy document (attach evidence) • Does the firm comply with public health requirements on medical health examinations (attach last certificate for at least 1 chef and 2 support staff)	Health policy with evidence – 3 Marks Public health requirements on medical health examinations 1 chef and above – 3 marks 2 support staff and above – 3 marks 1 support staff – 1 mark	10
	9.	Physical facilities: • Provide details of physical address and contacts – attach evidence • Provide details of catering equipment and other resources related to the procurement	Details of physical address and contacts with evidence attached – 4 marks Details of catering equipment including cutlery – 6 marks	10
		TOTAL SCORE		65
	Note: Only bidders who score 50% and above will be subjected to financial evaluation. Those who score below 50% will be eliminated at this stage from the entire evaluation process and will not be considered further.			
2.24	**Post- qualification shall 'be undertaken' yes**			
2.25.1	Award criteria: **The lowest evaluated bidder**			
	The maximum percentage by which quantities may be increased: **N/A** The maximum percentage by which quantities may be decreased: **N/A**			
2.29.1	Particulars of performance security if applicable: **N/A**			

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this contract the following terms shall be interpreted as indicated:

a) "The contract" means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.

c) "The services" means services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.

d) "The Procuring entity" means the organization sourcing for the services under this Contract.

e) "The contractor means the individual or firm providing the services under this Contract.

f) "GCC" means general conditions of contract contained in this section

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2 Application

3.2.1 These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements.

3.5 Patent Right's

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

3.6 Performance Security

3.6.1 Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of :

a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority.

d) Letter of credit.

3.6.4 The performance security will be discharged by the procuring entity and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 Prices

3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC , vary from the prices by the tenderer in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

3.10.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

3.11 Termination for Default

3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

a) if the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.

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

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

3.11.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

3.12 Termination of Insolvency

3.12.1 The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13 Termination for Convenience

3.13.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The procuring entity's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

3.15.1 The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

3.16.1 The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

3.17.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

1. The clauses in this section are intended to assist the procuring entity in providing contract specific information in relation to corresponding clauses in the general conditions of contract.
2. The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

    a) Information that complement provisions of section III must be incorporated

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

3. Section III should remain unchanged and can only be amended through the SCC section IV
4. Clauses to be included in this part must consistent with the public procurement law and the regulations

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

4.2 Special conditions of contract with reference to the general conditions of contract.

General Conditions of Contract reference	Special Conditions of Contract
3.6	Specify performance security if applicable: **N/A**
3.8	Payments will be made on monthly basis after services have been rendered
3.9	Specify price adjustments allowed: **None**
3.14	Specify resolution of disputes: **Arbitration**
3.17	Specify applicable law: **Laws of Kenya**
3.18	Notices shall be addressed and delivered to: **Procurement Manager** **Medical Practitioners & Dentists Board** **P.O. Box 44839 – 00100** **Nairobi, Kenya**

Other conditions:

- The prices quoted should be valid for 12 months

SECTION V SCHEDULE OF REQUIREMENTS

Services Required

The Medical Practitioners & Dentists Board intends to contract cafeteria & catering services for a period of one year renewable for an additional year subject to satisfactory performance.

The services required include:

1. Daily 10 o'clock and 4 o'clock tea for staff
2. Tea and snacks during meetings on need basis
3. Buffet lunch during meetings on need basis
4. Plate of lunch during meetings on need basis

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 the Medical Practitioners & Dentists Board.

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 obligation 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 the Medical Practitioners & Dentists Board to expect in all circumstances

Operational Responsibilities

Subject to the terms & conditions of any agreement resulting from this tender and any other instructions that may be communicated to the caterer by the Medical Practitioners & Dentists Board, the caterer shall have the following operational responsibilities:-

- To ensure a high standard of work, dress and behavior of staff

- To provide the employees with appropriate uniforms including in the kitchen staff head ware 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 the Medical Practitioners & Dentists Board
- 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 & 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, the Medical Practitioners & Dentists Board 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.

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. **Price Schedule Form** – The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire** – This form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** – When required by the tender documents the tenderer shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity. The tender security form must be completed by the tender and submitted with the tender.
6. **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 form provided herein or in another form acceptable to the procuring entity.
7. **Authorization Form** – When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the principal where the tenderer is an agent.

6.1 FORM OF TENDER

Date: …….

Tender No.: ……...

To: ……

……

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda no. ……(*insert numbers)* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide ……*[description of services]* in conformity with the said tender documents for the sum of ……..... *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to …… percent of the Contract Price for the due performance of the Contract, in the form prescribed by …….....(Procuring entity).

4. We agree to abide by this Tender for a period of …….*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this ……...day …….. of 20…….

……. ……

[Signature] *[In the capacity of]*

Duly authorized to sign tender for and on behalf of ……..

6.2 CONTRACT FORM

THIS AGREEMENT made the.....…… day of ……..…… 20…… between……[*name of procurement entity]* of ……[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and ……[name of tenderer] of ……...[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for the GPA cover and has accepted a tender by the tenderer for the supply of the services 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;
    e) the Special Conditions of Contract; and
    f) the Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the GPA cover and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provision of the materials and spares and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by…….the …… (for the Procuring entity)

Signed, sealed, delivered by…….. the …….(for the tenderer)

in the presence of ……..

6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

Business Name.....
Location of Business Premises .....
Plot No, ... Street/Road.....
Postal address ..... Tel No. ..... Fax Email .....
.....
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. ……
	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. ……

	Date…….Signature of Candidate……..

6.4 PRICE SCHEDULE FORM

S/No.	Item	Description	Unit Cost
	Tea/Coffee/Chocolate/Milo and snacks	Hot Drinks	
		Tea	
		Coffee	
		Chocolate	
		Milo	
		b) Assorted Snacks	
		Samosa	
		Sausages	
		Mandazi	
		Nduma	
		Sweet Potatoes	
		Boiled Maize	
		Piece of Cake	
	Lunch	Buffet lunch on need basis during meetings	
		Rice Served with:	
		Chicken Kienyeji	
		Chicken fried broiler	
		Beef	
		Mutton (Goat)	
		Liver	

		Fish	
		Ugali served with: Chicken Kienyeji	
		Chicken fried broiler	
		Beef	
		Mutton (Goat)	
		Liver	
		Fish	
		Matumbo	
		Chapati served with:	
		Chicken Kienyeji	
		Chicken fried broiler	
		Beef	
		Mutton (Goat)	
		Liver	
		Fish	
		Matumbo	
		Roasted Potatoes/Chips Served with:	
		Chicken Kienyeji	
		Chicken fried broiler	
		Beef	
		Mutton (Goat)	
		Liver	
		Fish	
		Matumbo	

	Vegetables	Assorted vegetables including traditional vegetables	
	Fruits	Assorted Fruits	
		Fruit salad per bowl	
	Water	500ml bottled mineral water	
	Soda	300ml Bottled soda	
		Plastic Soda Bottle 500ml	
		Minute Maid	
		Blended juice	

Orders will be given as and when need be

Prices should be inclusive of 16% VAT

Bidders to provide prices for each item as indicated in the price schedule. Failure to do so will lead to automatic disqualification. Even where the services are offered as a package, prices for constituent items must be disclosed.

Prices quoted should be valid for twelve (12) months.

NOTE: in case of discrepancy between unit price and total, the unit price shall prevail.

Tenderer:
……..

Signature:
……

Date:
……

6.5 TENDER SECURITY FORM

Whereas …… *[name of the tenderer]*

(Hereinafter called "the tenderer") has submitted its tender dated…….. *[date of submission of tender]* for the provision of ……...*[name and/or description of the services]*

(Hereinafter called "the Tenderer")……..

KNOW ALL PEOPLE by these presents that WE……

Of…… having registered office at…….[name of procuring entity](hereinafter called "the Bank")are bound unto……...[name of procuring entity](hereinafter called "the procuring entity") in the sum of ……..for which payment well and truly to be made to the said Procuring entity, 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 Procuring entity 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 Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the arnouut 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.

…… *[signature of the bank]*

6.6 PERFORMANCE SECURITY FORM

To: ……[name of the Procuring entity]

WHEREAS…….....[name of tenderer] (hereinafter called "the tenderer") has undertaken, in pursuance of Contract No……[reference number of the contract] dated …….20…….to provide……[Description services](Hereinafter called "the contract")

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

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

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

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

…… [*Signature and seal of the Guarantors]*

…… *[Name of bank or financial institution]*

…… *[Address]*

……. *[Date]*

6.7 BANK GUARANTEE FOR ADVANCE PAYMENT

To……

[Name of tender]……

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

……
……..

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity 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 Procuring entity 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 Procuring entity 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]*

6.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
…….

……..

To: ……

……

RE: Tender No: ……

Tender Name: …….

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

…….

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) ……

SIGNED FOR ACCOUNTING OFFICER

6.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF……..….20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *(Procuring Entity)*

Request for review of the decision of the…… (*Name of the Procuring Entity)* of ……dated the…day of ……20…….in the matter of Tender No……...…of ……..20…….

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address……..Fax No……Tel. No……..Email ……..., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

1. ……..

2. ……..

etc.

By this memorandum, the Applicant requests the Board for order/orders that: -

1. ……..

2. ……..

etc

SIGNED …….(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary