



UNIVERSITY OF EMBU

TENDER NO. UoEm/Tend/01/2022 – 2023

FOR

**LEASE OF VACANT CAFETERIA AT THE UNIVERSITY
OF EMBU ADMINISTRATION BLOCK**

MANDATORY SITE VISIT: 21ST JULY, 2022

TIME: 11.00AM

CLOSING DATE: 28TH JULY, 2022

TIME: 11.00AM

INTRODUCTION

- 1.1 This standard tender document for letting, leasing, licensing, tenancy, franchise or management contracting has been prepared for use by public entities in Kenya.
- 1.2 The standard tender document has been prepared for general application in all cases where public entities wish to offer their assets, services or rights to the public at a fee. The standard tender document has been introduced to ensure that the assets, services or rights are offered to the public efficiently, competitively, fairly and in a transparent manner as required by the Public procurement regulations.
- 1.3 The following general directions should be observed when using the tender document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the Special Conditions of Contract. The final document to be provided to the tenderers should not have blank spaces or give options.
 - (b) The Instructions to Tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through the Special Conditions of Contract and Appendix to Instructions to Tenderers respectively.
- 1.4
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.
 - (b) The Invitation to Tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following an advertisement of a prequalification tender.
- 1.5 The cover of the tender document should be modified to include:
 - i. Tender number.
 - ii. Tender name.
 - iii. Name of Procuring Entity.

SECTION I - INVITATION TO TENDER

Tender No: UoEm/Tend/01/2022 - 2023

Tender Name: Lease of Vacant Cafeteria at the University of Embu Administration Block

- 1.1 The **University of Embu** invites sealed tenders from eligible candidates for **Lease of Vacant Cafeteria at the University of Embu Administration Block**
- 1.2 Interested eligible candidates may obtain further information from the **Procurement Office** during normal office working hours.
- 1.3 Tender documents can be downloaded **FREE** from the website www.embuni.ac.ke.
- 1.4 Prices quoted should be net inclusively all taxes and must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.
- 1.5 There will be a **MANDATORY SITE VISIT** for the interested bidders on **Thursday 21st July, 2022 at 11.00am. Thereafter, there will be a pre-bid briefing at the Procurement Boardroom.**
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at **situated at the reception area at University of Embu, P. O. Box 6 Embu, Embu- Meru Road or to be addressed to the Vice- Chancellor, University of Embu** so as to be received on or before **28th July, 2022 at 11.00 am**
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates' representatives who choose to attend at **University of Embu, P. O. Box 6 Embu, in the Procurement Board Room.**

Vice Chancellor,
University of Embu

NOTE: University of Embu does not levy any fees in order to award tenders

SECTION II - INSTRUCTIONS TO TENDERERS

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 relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification 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 Kshs. 1,000/=
- 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 these 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 Schedules
- (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 the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of 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 for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities 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 relative (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 amendment.
- 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

- 2.8.1 The tenderer shall complete the Form of Tender and the 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 of 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 Prices 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 it's 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 to the Procuring Entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security/ N/A

- 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 not exceeding 2 per cent of the tender price
- 2.12.3 The tender security is required to protect the Procuring Entity against the risk of 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) Such insurance guarantee approved by the authority.
- d) 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 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 the case of a successful tenderer, if the tenderer 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 90 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 validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer 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 unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and the copy of the 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:
- (a) be addressed to the Procuring Entity at the address given in the Invitation to Tender
- 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 no later than **28th July, 2022 at 11.00 am.**
- 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 not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. 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, at **28th July, 2022 at 11.00** am and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at 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 tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.2 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 tenderers' 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 will 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 for Tenders 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 tender 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 Tenderers' 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 deems necessary and appropriate
- 2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event 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 has been determined to be the **highest** evaluated tender, provided further that the tenderer is determined to be 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 a contract for procurement
 - (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
 - (d) Shall not be debarred from participating in public procurement.

2.26. 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 contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the 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 its 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 from 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

2.29 Signing of Contract

2.29.1 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.

2.29.2 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.

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

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

2.30 Performance Security

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring Entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring Entity may make the award to the next lowest evaluated tender or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 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.

2.31.2 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 contract in question

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

Appendix to Instructions to 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 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 particulars of the tender, and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Section II to be incorporated.
 - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the particulars of the tender to be also incorporated.
4. Section II should remain unchanged and can 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 letting, leasing, licensing, tenancy, franchise or management contract of University of Embu shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	<i>Indicate eligible tenderers</i>
2.12.1	<i>N/A</i>
2.15.2	<i>28th July, 2022 at 11.00am</i>
2.16.1	<i>As 2.15.2 above</i>
2.18.1	<i>As in 2.15.2 above</i>
2.30.1	<i>Indicate particulars of performance security</i>

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 Procuring Entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) “The Procuring Entity” means the organization offering the particulars of the tender under this Contract
- (d) “The Contractor” means the organization or firm procuring the particulars of tender under this Contract.
- (e) “GCC” means the General Conditions of Contract
- (f) “SCC” means the Special Conditions of Contract
- (g) “Day” means calendar day

3.2. Application

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

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring Entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring Entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the contractor's performance under the Contract if so required by the Procuring Entity.

3.5. Patent Rights

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

3.6 Performance Security

It is not applicable in this tender.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the Procuring Entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.81. The method and conditions of payment to be made to the Procuring Entity under this Contract shall be specified in the SCC

3.82. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the Procuring Entity.

3.9. Prices

3.9.1 Prices charged by the Procuring Entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor 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 amendments signed by the parties.

- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the Procuring Entity within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations 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 Contractor terminate this Contract in whole or in part:

- (a) if the Contractor 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 Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor 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 even 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 un-delivered, and the Contractor shall be liable to the Procuring Entity for any excess costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for insolvency

3.12.1 The Procuring Entity may at any time 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 prejudice 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's convenience, the extent to which performance of the contractor under 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 an agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 The Procuring Entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes 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. Applicable Law

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

3.17 Force Majeure

3.17.1 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.

3.18 Notices

3.1.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.1.2 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 particulars of the tender. In preparing Section IV, the following aspects should be taken into consideration.
 - (a) Information that complement provisions of Section III must be incorporated; and
 - (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the particulars of the tender 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 be consistent with the public procurement law and the regulations.

SECTION IV – SPECIAL CONDITIONS OF CONTRACT

4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever 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 as relates to the GCC.

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.6.1	<i>Indicate particulars of performance security</i>
3.8.1	<i>As will be guided by the contract</i>
314.2	<i>Indicate resolutions of disputes</i>
3.16.1	<i>Indicate applicable law</i>
3.18.1	<i>University of Embu, 6-60100, Embu</i>

SECTION V - SCHEDULE OF PARTICULARS OF TENDER

Notes on preparation of the Schedule of the Particulars of Tender

- 5.1 The schedule of particulars of tender shall be included in the tender documents by the Procuring Entity and shall cover, at the minimum, a description of the assets, services or facilities being offered and full particulars of the same.
- 5.2 The objectives of the Schedule of Particulars of Tender is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
- 5.3 In addition, the Schedule of Particulars of Tender together with the price schedules should serve as a basis in the event of particulars of tender variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

SECTION V - SCHEDULE OF REQUIREMENTS

Lease of Vacant Cafeteria at the Administration Block

No.	Description	Available Number
1.	<p>Lease of Vacant Cafeteria at the Administration Block as per the following Details:</p> <ul style="list-style-type: none"> a) Kitchen (cooking area) appx. 50Sm. b) Dining area Appx. 114Sm. c) Outdoor seating area Appx 108Sm. d) Cold-room (Cold Store) Appx. 10Sm. e) Dry store Appx. 10Sm f) Rear Verandah Appx 103Sm. g) 1 No. Office Appx 6Sm h) 2 Water Closets (1 ladies & 1 Gents) i) Changing Room/Shower – 1 No. j) LPG Gas tank 1000litre with Gas piping to a three high pressure burner k) Electric hood for hot air/ smoke extraction. l) Inbuilt food service counter 	1

The tenant will be required to do the following:

1. The tenant will supply umbrellas, tables and seats for outdoor seating area and tables and chairs for indoor sitting area. **THESE MUST MEET CLIENT'S APPROVAL**
2. The tenant will meet the cost of refilling the 1000Kg capacity LPG tank.
3. The tenant will bear the cost of fully equipping the kitchen.

Note:

The Tenant may also operate Electronic Money Transfer Services such as Mpesa, Airtel Money etc. and Banking Agencies within the premises.

MANDATORY EVALUATION REQUIREMENTS

The tenderer must provide the following:

S/NO.	DESCRIPTION OF REQUIREMENTS	ATTACH/ FILL/ SIGN& STAMP
1.	Duly Filled, Signed and Stamped Declaration for Non- Debarment.	Fill, Sign and Stamp attached Form on Page 30
2.	Duly Filled, Signed and Stamped Declaration Not to Engage in Corrupt or Fraudulent Practices	Fill, Sign and stamp attached Form on Page 31
3.	Duly completed, signed and stamped Confidential Business Questionnaire	Fill and Sign attached Form on Page 32
4.	Serialized bid documents	All pages of all bid documents must be sequentially serialized (paginated) on every page.
5.	Site Visit Form	Attach
6.	Proof of operations in similar catering business in the last five (5) years	Attach

To proceed to Financial Evaluation, a bidder MUST qualify in ALL the above requirements.

FINANCIAL EVALUATION

Price Schedule Form

ITEM NO.	PARTICULRS OF TENDER BEING OFFERED	QUOTED RENT IN KENYA SHILLINGS (KSHS.)
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		PER MONTH
1.	Lease of Vacant Cafeteria at the Administration Block	

Signature of Tenderer

SELF DECLARATION FORMS

(r.47)

FORM SD1: SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I..... of Post Office Boxbeing a resident of in the Republic of..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of Tender No. For (Insert tender title/description) for (Insert name of the Procuring Entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, Information and belief.

.....
(Title)

.....
(Signature)

.....
Date

.....
Bidder Official Stamp

FORM SD2: SELF DECLARATION THAT THE PERSON/ TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of..... (Insert name of the Company) who is a Bidder in respect of Tender No. For (Insert tender title/description) for (Insert name of the Procuring Entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring Entity) which is the Procuring Entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the Procuring Entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

.....

Bidder's Official Stamp

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
<ul style="list-style-type: none"> • 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	Signature of Candidate

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

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 in figures] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH 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 Details of cover
 - (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 services 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 _____
