



**NATIONAL SOCIAL SECURITY FUND  
P.O BOX 30599 – 00100  
NAIROBI.**

**TENDER NO. 01/2018/2019**

**PROVISION OF STAFF TEA SERVICES**

**(RESERVED FOR YOUTH, WOMEN & PEOPLE WITH DISABILITIES)**

**(JULY 2018)**

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## SECTION I – INVITATION TO TENDER

### TENDER FOR THE PROVISION OF STAFF TEA SERVICES

The National Social Security Fund invites sealed tenders from interested, qualified, competent registered AGPO Catering Firms possessing the requisite skills, resources and experience for Provision of Staff Tea Services at NSSF Headquarters, Hill Branch, NSSF Industrial Area, NSSF City Centre, NSSF Westlands Office, NSSF Donholm – Nairobi.

The Tender document detailing the requirements and submission instructions may be obtained from Procurement Office, NSSF Building, Block A, Western Wing, 9<sup>th</sup> Floor, along Bishops Road, Nairobi upon payment of Kenya Shillings One Thousand (Kes 1,000/=) non-refundable fee at the Cash Office on Podium Floor, Western Wing, Block 'A' Social Security House, Nairobi. Alternatively, the documents may be downloaded from the website [www.nssf.or.ke/tenders](http://www.nssf.or.ke/tenders) or <http://supplier.treasury.go.ke> free of charge. Interested Bidders who download the documents should send their particulars immediately through email [tender@nssfkenya.co.ke](mailto:tender@nssfkenya.co.ke) for registration purposes. Further, all prospective bidders are advised to visit the website regularly to check any updates or addenda that may be issued.

Tender documents shall be accompanied by the following **Mandatory** requirements for preliminary evaluation.

1. Certificate of Company Registration/Incorporation
2. NSSF Compliance Certificate
3. Valid Tax Compliance Certificate
4. Details of Directorship/Ownership
5. Valid AGPO Certificate
6. Current Statutory Public Health certificates
7. Tourism Fund Compliance Certificate
8. Bank Statements for the last six months( **i.e. between January and June 2018**)
9. A duly Completed Tender Security Declaration Form

Completed tender documents in plain sealed outer envelopes enclosing separately sealed envelopes (in 'original' and 'copy' properly bound) **ALL** clearly marked **NSSF Tender No.01/2018/2019:- Provision of Staff Tea Services** as per instructions in the tender documents and addressed to:

**The Managing Trustee  
National Social Security Fund  
P.O. Box 30599 – 00100  
NAIROBI**

Should be deposited in the tender Box on **2<sup>nd</sup> Floor, Reception Area, Block 'A', Western Wing, Social Security House, Nairobi on or before 11:00 A.M. 26th July, 2018** Tenders will be opened immediately thereafter in the Seminar room 4<sup>th</sup> Floor, Social Security House, Block 'A' Western Wing, Nairobi in the presence of bidders representatives who choose to attend.

**A pre-tender meeting shall be held on 18<sup>th</sup> July, 2018 at 10.00am in the Seminar Room on 4<sup>th</sup> Floor, Social Security House, Block 'A' Western Wing, Nairobi.**

## SECTION II – INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1. This Invitation to tender is open to all invited tenderers who are eligible as described in the appendix to instructions to tenderers. Successful tenderers shall provide tea services to Staff/employees of NSSF as specified in these tender documents.
- 2.1.2. The NSSF employees, committee members, Board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the NSSF to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### 2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and NSSF, 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 be **Kshs.1, 000/=**. Alternatively bidders may download the documents from the website **free of charge**.
- 2.2.3 The NSSF shall allow the tenderer to review the tender document free of charge before purchase.

### 2.3 Contents of tender documents

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

- xi) Performance security form
- xii) Declaration form

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

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify NSSF in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The NSSF will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the NSSF. 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 prospective tenderers who have received the tender documents”

2.4.2. The NSSF shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, the NSSF, 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 NSSF, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of tender**

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

## **2.7 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 8, 9 and 10 below.

(b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Tender security furnished is in accordance with Clause 2.12

(d) Confidential business questionnaire

(e) Declaration form

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

## **2.10 Tender Currencies**

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

## **2.11 Tenderers Eligibility and Qualifications.**

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the NSSF'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 Invitation to tender.

### 2.12.2 The tender security shall be a duly completed tender securing declaration form.

2.12.2 The tender security is required to protect the NSSF against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 Any tender not secured in accordance with paragraph 2.12.1, will be rejected by the NSSF as non-responsive.

2.12.4 Unsuccessful tenderer's 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 prescribed by the NSSF.

2.12.5 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.26, and furnishing the performance security, pursuant to paragraph 2.27.

2.12.6 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the NSSF on the Tender Form; or

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

(i) to sign the contract in accordance with paragraph 2.26

or

(ii) to furnish performance security in accordance with paragraph 2.27.

(c) If the tenderer rejects, correction of an error in the tender.

## 2.13 Validity of Tenders

2.13.1 Tenders shall remain valid for 90 days after date of tender opening prescribed by the NSSF, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the NSSF as non-responsive.

2.13.2 In exceptional circumstances, the NSSF may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.14 Format and Signing of Tender

2.14.1 The tenderer shall prepare two copies of the tender, clearly marking each "**ORIGINAL TENDER**" and "**COPY OF TENDER,**" as appropriate. In the event of any discrepancy

between them, the original shall govern.

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

## **2.15 Sealing and Marking of Tenders**

2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “**ORIGINAL**” and “**COPY**”. The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) Be addressed to the NSSF at the address given in the invitation to tender

(b) Bear, **Tender No.01/2018/2019–Provision of Staff Tea Services** and the words: “DO NOT OPEN BEFORE, **26<sup>th</sup> July 2018 at 11.00 A.M. local time.**”

2.15.3 The inner envelopes only 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 NSSF 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 NSSF at the address specified under paragraph 2.15.2 not later than, **26<sup>th</sup> July 2018 at 11.00 A.M. local time.**

2.16.2 The NSSF may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the NSSF 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 NSSF as provided for in the appendix.



## **2.17 Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the NSSF prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The NSSF may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The NSSF shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The NSSF will open all tenders in the presence of tenderers' representatives who choose to attend after **11.00 A.M. local time on 26<sup>th</sup> July 2018** and in the location specified in the invitation to tender. The tenderers' representatives who will be present shall sign a register as evidence of their attendance.
- 2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the NSSF, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.3 The NSSF will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and who will have made the request.

## **2.19 Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the NSSF may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the NSSF in the NSSF'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 NSSF will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the total price shall prevail, and the unit price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The NSSF may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.22, the NSSF 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 NSSF'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 NSSF and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **2.21 Conversion to a single currency**

- 2.21.1 Where other currencies are used, the NSSF 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 NSSF will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20
- 2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.
- 2.22.3 The NSSF'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 2.22.4 and in the technical specifications:

- (a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

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

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

The NSSF requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the NSSF's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The NSSF may consider the alternative payment schedule offered by the selected tenderer.

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

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

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

**2.23. Contacting the NSSF**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the NSSF 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 NSSF in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

- 2.24.1 The NSSF will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1, as well as such other information as the NSSF 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 NSSF will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **b) Award Criteria**

- 2.24.3 Subject to paragraph 2.26 the NSSF will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.24.4 The NSSF 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 NSSF's action. If the NSSF determines that none of the tenderers is responsive; the NSSF shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that their tender has been accepted.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the NSSF pursuant to clause 2.26. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.27, the NSSF will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12.

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the NSSF notifies the successful tenderer that their tender has been accepted, the NSSF will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the NSSF.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the NSSF, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the NSSF.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.26 or paragraph 2.27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the NSSF may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The NSSF requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The NSSF will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

**Appendix to Instructions to Tenderers**

The following information 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.

Instruction to tender reference	Particulars of Appendix to instructions to Tenderers
2.1	Eligible tenderers shall be Licensed / Registered Catering Firms registered by the Treasury under the AGPO Categories
2.15.2 (b)	The tender shall be closing on <b>26<sup>th</sup> July, 2018 at 11.00 A.M. local time.</b>
2.16.1	Not later than <b>11.00 A.M.</b> local time on <b>26<sup>th</sup> July 2018</b>
2.16.3	Bulky tender documents shall be received in properly sealed envelopes as per instruction at the Procurement Manager's office on 9 <sup>th</sup> Floor; and entered in a register for receipt of bulk documents and signed for by the delivering person provided they are delivered earlier than one (1) hour before the closing time, after which the tenderer shall be required to place the tender at the tender box designated area.
2.18.1	After <b>11.00 A.M.</b> local time on <b>26<sup>th</sup> July 2018</b>
2.20 & 2.22	In addition, the evaluation criteria provided in the special conditions of contract shall be taken into account

## SECTION III – GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- a) “The contract” means the agreement entered into between the NSSF 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 NSSF under the Contract.
- d) “The Procuring entity” means NSSF/Fund, the organization sourcing for the services under this Contract.
- e) “The contractor” means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

### 3.2 Application

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

### 3.3 Standards

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

### 3.4 Patent Right's

The tenderer shall indemnify the NSSF 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 .

### 3.5 Performance Security

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

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

3.5.2 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the NSSF and shall be in the form of:

- a) Cash.
- b) A bank guarantee.

3.5.3 The performance security will be discharged by the NSSF 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.

### **3.6 Inspections and Tests**

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

3.6.2 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 NSSF.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, the NSSF 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 NSSF.

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

### **3.7 Payment**

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

### **3.8 Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the NSSF'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.

### **3.9 Service**

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



### **3.10 Termination for Default**

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

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

### **3.11 Termination of insolvency**

The NSSF 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 NSSF.

### **3.12 Termination for convenience**

3.12.1 The NSSF 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 NSSF convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination the NSSF may elect to cancel the services and pay to the contractor on agreed amount for partially completed services only. In such a case the NSSF shall not be liable to pay any damages.

### **3.13 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

**3.14 Governing Language**

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

**3.15 Force Majeure**

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

**3.16 Applicable Law.**

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

**3.17 Notices**

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

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

## **SECTION IV – SPECIAL CONDITIONS OF CONTRACT**

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.

### **4.2Tendering Notes**

4.2.1 The Tenderer is required to check the number of pages and should any is found to be missing or in duplicate or the figure or writing indistinct, they must inform the Fund at once and have the same rectified.

4.2.2 Should the Tenderer be in doubt about the prices, meaning of any item, word or figure for any reason whatsoever or observe any apparent omission of words or figures, they must inform the Fund in order that the correct meaning may be decided upon before the date for submission of the Tender.

4.2.3 No liability whatsoever will be admitted nor is claim allowed in respect of errors in the Tenderer's Tender due to mistakes which should have been rectified in the manner described above.

4.2.4 It is the sole responsibility of the tenderer to ensure all the documents submitted are well bounded and the Fund shall not take any responsibility or liability for any loss or misplacement of loose documents.

4.2.5 The Tenderer shall not alter or otherwise qualify the Text of this Tender Document. Any alteration or qualification made without authority will be ignored and the text of the Tender Document as printed will be adhered to.

4.2.6 **The duration of the contract shall be one (1) year renewable for a further one year on the due date subject to good performance of the service provider. The NSSF reserves the right to terminate the contract at any time on the basis of poor performance.**

**4.3 Special conditions of contract with reference to the general conditions of contract.**

Reference of general conditions of contract	Special condition of contract
3.6 Performance security	the performance security shall be 1% of the contract price
3.8 Payment	Shall be payable monthly after satisfactory provision of the services
3.14 Resolution of disputes	The parties shall request to submit the dispute to arbitration and to concur in the appointment of an arbitrator within thirty (30) days of the notice. The dispute shall be referred to the arbitration of a person to be agreed between the parties, failing to concur in the appointment of an arbitrator, the arbitrator shall be appointed by a competent court of law residing in Kenya as the first step in resolving the dispute
3.17 Applicable law	Shall be the laws of Kenya
3.18 Notices	<b>The Managing Trustee National Social Security Fund P.O. Box 30599 NAIROBI.</b>

#### 4.4 EVALUATION CRITERIA

##### STAGE ONE

##### 4.4.1 Preliminary evaluation of open tenders

The evaluation committee shall first conduct a preliminary evaluation to determine whether –

- (a) The tender has been submitted in the required format as per the invitation and tender instructions;
- (b) any tender security submitted is in the required form, amount and validity period;
- (c) The tender has been signed by the person lawfully authorised to do so;
- (d) The required number of copies of the tender have been submitted as per the invitation and tender instructions;
- (e) The tender is valid for the period required as per the tender instructions
- (f) All the pages in the tender document have been serialized **(MUST)**.

##### 4.4.2 Mandatory requirements

1. Certificate of Company Registration/Incorporation
2. NSSF Compliance Certificate
3. Valid Tax Compliance Certificate
4. Details of Directorship/Ownership
5. Valid AGPO Certificate
6. Current Statutory Public Health certificates
7. Tourism Fund Compliance Certificate
8. Bank Statements for the last six months( **i.e. between January and June 2018**)
9. A duly Completed Tender Security Declaration Form

**Tenders which do not satisfy any of the above requirements (clause 4.4.1 & 4.4.2) shall be rejected.**

##### STAGE TWO

##### 4.4.3 TECHNICAL EVALUATION

*(Documentary evidence must be provided for each requirement – non-compliance may lead to disqualification or nil points)*

##### **A) Specific experience of the firm in relation to this service (39 Points):**

Provide names, addresses and contact persons of **at least three organizations** with at least 500 employees that can best demonstrate your experience in undertaking similar nature of services (successful provision of tea services to company employees) [attach proof or evidence from each organization i.e. letters of engagement, signed contracts **(Total = 39 Points)**]

- List of organizations to include the following;
  1. Name – **(1 point each total 3 points)**
  2. Address – **(0.5 points each total 1.5 points)**

3. Contact persons- **(1 point each total 3 points)**
4. Period / year of Contract – **(0.5 points each total 1.5 points)**
5. At least 500 employees – **(4 points or prorate for less for each organization – total 12 points)**
6. Proof of such contracts **(Attach evidence i.e. award letters, signed contract agreement) – (6 Points each or zero for none – total 18 points)**

**B) Personnel (20 points)**

Provide at least two key professionals who will be in charge of the service (each with a minimum Academic Qualifications of Form IV / O-Level Certificates **(1 point each total 2 points)** with relevant professional certificates **(1 point each total 2 points)**, Copy of public health certificates **(1 point each total 2 points)** and experience of over 3 years in related services **(2 points each total 4 points or prorate for less)** attaching evidence in form of academic & professional certificates **(2 points for each certificate) total 8 points** and detailed CVs **(1 point each total 2 points)**.

**C) Tools and equipment (10 points)**

A commitment letter / proof from the company on availability of Kitchen equipment, Utensils and uniforms for staff to be deployed **(10 points)**

**D) Business support (12 points)**

- Availability of Liquid assets or proof of access to lines of credit / other financial resources [attach evidence] – **(6 points)**
- Appointed bankers & and bank reference **(6 points)**

**E) Provide your proposed work plan for carrying out the service preferably in relevant charts showing the various timings from the start to end of the service. (10 points)**

**F) At least 3 letters of reference or recommendation from current or past organizations served within the last 3 years (9 points)**

**N/B Cut off point shall be 75% to qualify for financial evaluation.**

**STAGE THREE**

4.4.4 **Financial evaluation:** - price comparison.

**RECOMMENDATION**

4.4.5 The bidder with the lowest evaluated price will be recommended for award

## SECTION V – SCHEDULE OF REQUIREMENTS - GENERAL

### 1. These only describe the basic requirements / role of the customer (NSSF)

- i) The Service Provider shall comply with the set conditions as stipulated in the Public Health Act and any other statutory requirements.
- ii) The Fund shall provide space, and water and electricity (for lighting only) free. These shall only be utilized for purposes of tea preparation.
- iii) The supplier will be required to come with own kitchen equipment and gas cooker plus cylinders for cooking.
- iv) The Fund shall provide security of equipment but the supplier is expected to exercise due diligence in safeguarding the same.
- v) High standards of hygiene shall be maintained and the Fund's management shall be at liberty to conduct routine inspection of the cooking area, cooking equipment, serving utensils and serving staff to ensure compliance.
- vi) Payment shall be on monthly basis after provision of service.
- vii) NSSF will provide at designated times a lift to move tea trolleys to all serving points.

### 2. The total number of staff to be served is **846 persons twice a day and who are based at various NSSF offices** as below:-

Headquarters	-	527
Hill branch	-	70
City Centre	-	75
Industrial area	-	80
Westlands	-	70
Donholm Branch	-	24

### 3. Delivery Period

The contract period shall be **two years** working days excluding weekends and public holidays renewable subject to satisfactory performance within the first one year:

## SECTION VI – DESCRIPTION OF SERVICES

### SCOPE OF SERVICES

1. The services required shall cover the following areas:

i)	NSSF Headquarters	-	527 employees
ii)	NSSF Hill Branch	-	70 employees
iii)	NSSF Industrial Area	-	80 employees
iv)	NSSF City Centre	-	75 employees
v)	NSSF West lands	-	70 employees
vi)	NSSF Donholm	-	24 employees
	<b>Total</b>	-	<b>846 employees</b>

2. The service provider is expected to provide good quality tea within acceptable timings and maintain very high standards of hygiene.

**Tea served shall be limited to the following:**

- ✓ Hot brewed tea with milk, water and sugar
- ✓ Hot brewed tea with milk, water and **NO** sugar
- ✓ Hot milk and water with **NO** sugar
- ✓ Hot milk and water with sugar

3. Tea shall be served two times in a day. The first round **shall be served at 8:00 a.m. to 10.00 a.m.** with all mugs collected for cleaning by **10:30 a.m.** The second round shall be served at **2.00 p.m. to 3.30 p.m.** with all mugs collected for cleaning by **4:00p.m.**

**EVERY MEMBER OF STAFF SHALL BE ENTITLED TO ONE MUG OF TEA PER SESSION.**

4. The supplier will be expected to serve tea to staff on their tables, collect and clean cups after use.

5. The service provider is expected to maintain very high standards of hygiene and cleanliness

5. The staff serving tea shall be clean and smartly dressed in acceptable uniforms.

6. The staff serving tea shall be courteous and of high integrity

7. The service provider will be required to provide their own kitchen equipment including the following:

- ✓ Sufurias
- ✓ Electric Burners
- ✓ Cutlery
- ✓ Tea Urns
- ✓ Trolleys for moving the tea urns and cups
- ✓ Cups / Mugs for staff
- ✓ Flasks

8. The space provided by the Fund shall only be used for preparation of tea for NSSF staff.

9. The service provider shall be expected to exercise reasonable care of their equipment.



## **SECTION VII – STANDARD FORMS**

### **Notes on standard forms**

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 2.8 and it must be duly signed by duly authorized representatives of the tenderer.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the NSSF.
3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents
4. Tender Security Form - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the NSSF.
5. 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.
6. 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 accordance with the form indicated herein or in another form acceptable to the NSSF and pursuant to the – conditions of contract.
7. The Declaration form should be completed by the Managing Director or as appropriate in accordance with the tender documents.

**FORM OF TENDER**

To:

Date: \_\_\_\_\_

**The Managing Trustee  
National Social Security Fund  
P.O. Box 30599-00100  
NAIROBI.**

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 Tea serving Services under this tender in conformity with the said Tender document for the sum of **Kshs.** .....**words** .....**figures**[Total Tender amount in words and figures] **Inclusive of applicable taxes** 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 tea serving Services in accordance with the conditions of the tender.
3. If our Tender is accepted, we will obtain the performance guarantee in a sum equivalent to **ten** (10%) percent of the Contract Price for the due performance of the Contract, in the form prescribed by NSSF.
4. We agree to abide by this Tender for a period of **90** [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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**PRICE SCHEDULE OF SERVICES**

Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_\_.

	1	2	3	4	5	6
	Description (provision of Tea)	Quantity (No. of Employees)	Unit Rate i.e price per mug (Kshs) tax Inclusive *	Total Price per month (col 2 x col 3 x 2 x 22 days)	Other Incidental Costs if any	Total Price per year (col. 4 X 12 + col. 5)
1	NSSF Headquarters	527				
2	NSSF Hill Branch	70				
3	NSSF Industrial Area	80				
4	NSSF City Centre	75				
5	NSSF Westlands	70				
6	NSSF Donholm	24				
	<b>GRAND TOTAL</b>	<b>846</b>				

**\*Note:** The unit price quoted in column three may also be used for ordering departmental meeting tea on ad hoc basis during the contract period. Bidders should also attach unit prices for snacks that may also be ordered as and when required for meetings.

Signature of tenderer \_\_\_\_\_

Official Rubber Stamp \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the total price shall prevail.

**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 certain services. Viz..... [brief description of the services] and has accepted a tender by the tenderer for the supply of those services in the sum of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Tender Form and the Price Schedule submitted by the tenderer;
  - (b) the Schedule of Requirements;
  - (c) the description of services / scope of services;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and;
  - (f) the NSSF’s Notification of Award.
3. In consideration of the payments to be made by the NSSF to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the NSSF to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The NSSF 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 NSSF)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

Part 1 General

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																				
	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Name</td> <td style="width: 25%;">Nationality</td> <td style="width: 25%;">Citizenship details</td> <td style="width: 25%;">Shares</td> </tr> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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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																				
	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;">Name</td> <td style="width: 25%;">Nationality</td> <td style="width: 25%;">Citizenship details</td> <td style="width: 25%;">Shares</td> </tr> <tr> <td>1. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4. ....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table>	Name	Nationality	Citizenship details	Shares	1. ....	.....	.....	.....	2. ....	.....	.....	.....	3. ....	.....	.....	.....	4. ....	.....	.....	.....
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1. ....	.....	.....	.....																		
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4. ....	.....	.....	.....																		
	Date.....Signature of Candidate.....																				

## TENDER SECURING DECLARATION FORM

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

Tender No.....

To: National Social Security Fund

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *12 months* starting on the proposed commencement date of the contract, if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**PERFORMANCE SECURITY FORM**

To: .....(Name of Employer)

..... (Date)

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]

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



**DECLARATION FORM**

**STATEMENT OF VERIFICATION THAT NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND DISPOSAL ACT 2015.**

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (Name of the Company) who is a Bidder in respect of **Tender No.** ..... To supply goods, render services and/or carry out works for National Social Security Fund and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder has not been debarred from participating in procurement proceeding under Part IX.
3. THAT the aforesaid Bidder will not engage in any corrupt 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 National Social Security Fund, which is the procuring entity.
4. THAT the aforesaid Bidder, its servants and/or agents have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of National Social Security Fund.
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)