KENYA FERRY SERVICES LIMITED

TENDER DOCUMENT

FOR

PROVISION OF CATERING SERVICES (SUPPLY AND DELIVERY OF FOOD AND DRINKS FOR VARIOUS GROUPS)

TENDER NO. KFS/CS/10/09/2016

(RESERVED FOR YOUTH, WOMEN AND PERSONS WITH DISABILITY)

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TABLE OF CONTENTS

			PAGE
		INTRODUCTION …….	3
SECTION I		INVITATION TO TENDER……	4
SECTION II		INSTRUCTIONS TO TENDERERS…….	5
		Appendix to Instructions to Tenderers ……	21
SECTION III		GENERAL CONDITIONS OF CONTRACT…….	18
SECTION IV		SPECIAL CONDITIONS OF CONTRACT……..	24
SECTION V		TECHNICAL SPECIFICATIONS……	25
SECTION VII		PRICE SCHEDULE FOR GOODS……..	33
SECTION VIII		STANDARD FORMS…….	34
	8.1	FORM OF TENDER……	35
	8.2	CONFIDENTIAL BUSINESS QUESTIONNAIRES FORMS……..	36
	8.3	TENDER SECURITY FORM…….	38
	8.4	CONTRACT FORM……	39
	8.5	PERFORMANCE SECURITY FORM……	40
	8.6	BANK GUARANTEE FOR ADVANCE PAYMENT FORM…….	41
	8.7	MANUFACTURER'S AUTHORIZATION FORM…….	42

SECTION I INVITATION TO TENDER

TENDER NO. KFS/CS/10/09/2016: PROVISION OF CATERING SERVICES (SUPPLY AND DELIVERY OF FOOD AND DRINKS FOR VARIOUS GROUPS)

1.1 Kenya Ferry Services Ltd (herein referred to as Company*)* invites sealed bids from eligible candidates for **PROVISION OF CATERING SERVICES (FOOD AND DRINKS FOR VARIOUS GROUPS).**

1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at the office of the Procurement Manager located at Kenya Ferry Services Ltd Headquarters Likoni Mainland South Gaza Road during normal office working hours.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1000.00 in cash or bankers cheque payable to Kenya Ferry Services Ltd.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as follows
KFS/CS/10/09/2016: PROVISION OF CATERING SERVICES (SUPPLY AND DELIVERY OF FOOD AND DRINKS FOR VARIOUS GROUPS)

"DO NOT OPEN BEFORE 1000 HOURS ON 12TH OCTOBER 2016"

Addressed to:

THE PROCUREMENT AND SUPPLIES MANAGER,
KENYA FERRY SERVICES LTD,
P.O. BOX 96242 – 80110,
LIKONI – MOMBASA.

The completed tenders shall be deposited in the Tender Box located at the Company Headquarters on Gaza Road – Peleleza Likoni Mainland South by 10.00 Hours on **12TH OCTOBER 2016.**

1.5 Before the deadline for submission of tenders, ALL bidders who obtain the tender document **SHALL** register with Kenya Ferry services as candidates by sending an email to procurement@kenyaferry.co.ke and submitting the following information.

1.5.1 Name of the tenderer/bidder
1.5.2 Tender number of the document obtained
1.5.3 Valid email address
1.5.4 Telephone number
Contact person

1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kenya Ferry Services Headquarters on Gaza Road Peleleza Likoni.

Procurement & Supplies Manager
FOR: MANAGING DIRECTOR

SECTION II – INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS. **Page**

2.1 Eligible Tenderers …… 06
2.2 Cost of tendering …… 06
2.3 Contents of tender documents …….....07
2.4 Clarification of Tender documents ……07
2.5 Amendment of tender documents …… 08
2.6 Language of tenders ……08
2.7 Documents comprising the tender ……..08
2.8 Form of tender …….....09
2.9 Tender prices …….. 09
2.10 Tender currencies ……09
2.11 Tenderers eligibility and qualifications …….. 09
2.12 Tender security …….. 10
2.13 Validity of tenders …… 11
2.14 Format and signing of tenders ……..... 11
2.15 Sealing and marking of tenders …… 12
2.16 Deadline for submission of tenders ……..... 12
2.17 Modification and withdrawal of tenders ……..... 12
2.18 Opening of tenders ……... 13
2.19 Clarification of tenders …… 14
2.20 Preliminary Examination ……..... 14
2.21 Conversion to other currencies …… 15
2.22 Evaluation and comparison of tenders ……..... 15
2.23 Contacting the procuring entity ……... 16
2.24 Post-qualification …… 17
2.25 Award criteria ……..... 17
2.26 Procuring entities right to vary quantities …… 17
2.27 Procuring entities right to accept or reject any or all tenders ……... 17
2.28 Notification of award ……..... 18
2.29 Signing of Contract ……..... 18
2.30 Performance security …….. 19
2.31 Corrupt or fraudulent practices …….. 19

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.

2.1.2. Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services, 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 Kenya Ferry Services 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) Details of service
vi) Form of tender
vii) Price schedules
viii) Contract form
ix) Confidential business questionnaire form

x) Tender security form
xi) Performance security form
xii) Principal's or manufacturers authorization form
xiii) 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 Kenya Ferry Services in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Kenya Ferry Services 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 Kenya Ferry Services 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. Kenya Ferry Services 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, Kenya Ferry Services, 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, Kenya Ferry Services, 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 Kenya Ferry Services, 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 9, 10 and 11 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

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.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

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 Kenya Ferry Services' 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 in the amount not exceeding 2 per cent of the tender price.

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

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

a) A bank guarantee.
b) Cash.
c) Such insurance guarantee approved by the Authority.
d) Letter of credit

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by Kenya Ferry Services as non-responsive, pursuant to paragraph 2.20

2.12.5 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 procuring entity.

2.12.6 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.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by Kenya Ferry Services 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 30
or
(ii) to furnish performance security in accordance with paragraph 31.

(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 or as specified in the invitation to tender after date of tender opening prescribed by Kenya Ferry Services, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.13.2 In exceptional circumstances, Kenya Ferry Services 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 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 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. The inner and outer envelopes shall:

(a) be addressed to Kenya Ferry Services at the address given in the invitation to tender

(b) bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE 12th OCTOBER 2016 at 1000 hours"**

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, Kenya Ferry Services 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 Kenya Ferry Services at the address specified under paragraph 2.15.2 no later than **12th OCTOBER 2016 at 1000 hours.**

2.16.2 Kenya Ferry Services 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 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 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 Kenya Ferry Services 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 Kenya Ferry Services will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 hrs on 12th OCTOBER 2016** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as Kenya Ferry Services, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 Kenya Ferry Services will prepare minutes of the tender opening which will be submitted to the 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 Kenya Ferry Services 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 Kenya Ferry Services in the Kenya Ferry Services' tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.20 **Preliminary Examination and Responsiveness**

2.20.1 Kenya Ferry Services 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 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 Kenya Ferry Services 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 23, Kenya Ferry Services 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 Kenya Ferry Services 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, Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services' 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 22.3 the following evaluation methods will be applied:

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

Kenya Ferry Services 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 Kenya Ferry Services 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 Procuring entity 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 Kenya Ferry Services**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kenya Ferry Services 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 Kenya Ferry Services 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 In the absence of pre-qualification, Kenya Ferry Services 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 2.1.2, 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 Kenya Ferry Services 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 2.29 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services determines that none of the tenderers is responsive; the procuring entity 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, Kenya Ferry Services will notify the successful tenderer in writing that its 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 procuring entity pursuant to clause 2.29. 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 31, Kenya Ferry Services 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 Kenya Ferry Services notifies the successful tenderer that its tender has been accepted, Kenya Ferry Services 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 Kenya Ferry Services.

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 Kenya Ferry Services, 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 Kenya Ferry Services.

2.27.2 Failure of 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 Kenya Ferry Services may make the award to the next lowest evaluated or call for new tenders.

2.28 **Corrupt or Fraudulent Practices**

2.28.1 Kenya Ferry Services 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 Kenya Ferry Services 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 THE TENDERERS

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

Instructions to tenderers	Particulars of appendix to instructions to tenderers
2.1	Tender reserved for youth, women and Persons with Disabilities

2.10	Acceptable currency shall be Kenya Shilling. Any other currency to be converted at CBK exchange rate at tender opening date.
2.12	Tender Security not required
Other's as necessary	Complete as necessary
2.27	Not applicable
2.25.3	Not applicable
2.13.2	Not applicable
2.12.2	Not applicable
2.12.3	Not applicable
2.12.4	Not applicable
2.12.5	Not applicable
2.12.6	Not applicable
2.12.7	Not applicable

SECTION III GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS **Page**

3.1 Definitions
3.2 Application
3.3 Standards
3.4 Use of contract documents and information
3.5 Patent Rights
3.6 Performance security
3.7 Inspections and tests
3.8 Payment
3.9 Prices
3.10 Assignment
3.11 Termination for default
3.12 Termination for insolvency
3.13 Termination for convenience
3.14 Resolution of disputes
3.15 Governing language
3.16 Force majeure
3.17 Applicable law
3.18 Notices

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 Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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

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

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

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

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

g) "SCC" means the special conditions of contract

h) "Day" means calendar day

3.2 Application

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 7 standards mentioned in the Schedule of requirements

3.4 Patent Right's

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

3.5 **Performance Security**

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

3.5.2 The proceeds of the performance security shall be payable to Kenya Ferry Services as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.5.3 The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to Kenya Ferry Services and shall be in the form of:

a) Cash.
b) A bank guarantee.
c) Such insurance guarantee approved by the Authority.
d) Letter of credit.

3.5.4 The performance security will be discharged by Kenya Ferry Services 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 Kenya Ferry Services or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. Kenya Ferry Services 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 Kenya Ferry Services.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, Kenya Ferry Services 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 Kenya Ferry Services.

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 Kenya Ferry Services' 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 **Assignment**

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

3.10 Termination for Default

Kenya Ferry Services 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 Kenya Ferry Services.

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

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

In the event Kenya Ferry Services 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 Kenya Ferry Services for any excess costs for such similar services.

3.11 Termination of insolvency

Kenya Ferry Services 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 Kenya Ferry Services.

3.12 Termination for convenience

3.12.1 Kenya Ferry Services 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 Kenya Ferry Services' 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 Kenya Ferry Services may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.13 Resolution of disputes

Kenya Ferry Services 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.

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

General conditions of contract reference	Special conditions of contract
3.5	N/A
3.7	Payment shall be done against an invoice but only after confirmed contract performance
3.8	As contained in tender document
23.14	As per contract agreement
3.16	The Kenyan law shall apply
Other's as necessary	Complete as necessary

SECTION V – SCHEDULE OF REQUIREMENTS

SECTION VI – DESCRIPTION OF SERVICES

SPECIFICATION FOR PROVISION OF CATERING SERVICES (FOOD AND DRINKS FOR VARIOUS GROUPS

1. Scope of Work

Catering services to be offered include supply of food, soft drinks and snacks to specified location in the company as and when required. The winning bidder must be ready to enter into a one year framework contract arrangement with Kenya Ferry Services Ltd for provision of catering services. The company shall place specific orders for every requirement. The food charges/prices quoted shall remain fixed throughout the contract period. Transport to site is to be met by the supplier.

2. Schedule of Work (Deliverables)

Food, soft drinks and snacks to be offered by the winning firm include:

1.	Food menu	(a) Chips, chicken and vegetables (b) Rice, fish and vegetables (c) Rice beef stew and vegetables (d) Rice, chicken and vegetables (e) Sima, chicken and vegetables (f) Sima , beef stew and vegetables (g) Sima, fish and vegetables (h) Biriani beef (i) Biriani chicken (j) Pilau beef with salad (k) Pilau chicken with salad (l) Chapatti, beef stew and vegetables (m) Chapatti, chicken stew and vegetables
2.	Drinks	(a) Half litre mineral water (b) Half litre soda(Plastic) (c) Glass of juice
3.	Snacks	(a) Kebab (b) Sausage **(c)** Samosa (d) Mahamri

3. Eligibility

The winning firm or proprietor,

1. Must have business registration certificate.

2. Must have operational business premises in Mombasa.
3. Must have relevant clearance/license from the public health department.
4. Be capable of meeting demand as specified in the authorized orders.

(Kenya Ferry Services reserves the right to confirm bidder's capability and capacity to perform the assignment in terms of availability of necessary facilities)

Table A - SUMMARY OF PRICE SCHEDULES

	Description	**Menu**	**Rate in Kshs inclusive of VAT**
1.	**Food**	1. Chips, chicken and vegetables 2. Rice, fish and vegetables 3. Rice beef stew and vegetables 4. Rice, chicken and vegetables 5. Sima, chicken and vegetables 6. Sima , beef stew and vegetables 7. Sima, fish and vegetables 8. Biriani beef 9. Biriani chicken 10. Pilau beef with salad 11. Pilau chicken with salad 12. Chapatti, beef stew and vegetables 13. Chapatti, chicken stew and vegetables	
2.	**Drinks**	(a) Half litre mineral water (b) Half litre soda (Plastic) (c) Glass of juice	
3.	**Snacks**	(a) Kebab (b) Sausage (d) Samosa (e) Mahamri	

CRITERIA FOR EVALUATION

	MADATORY REQUIREMENTS	**POINTS**
1.	Particulars of the Tendering Company (Attach Copies) Certified copies of statutory documents as follows: - a) Certificate of incorporation/registration b) Current Access to Government Procurement Opportunities (AGPO) certificate. c) Undertaking in writing that the supplier shall comply with the General and Special conditions of tender. **d)** Completed business and confidential business questionnaire and declaration form duly signed and stamped. **e)** Form of tender duly filled signed and stamped f) Declaration that the person shall not be involved in corrupt dealing in regard to the tender g) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach A copy Business CR 12 Form. Copies of Directors' national identity cards. h) Duly completed Tender-Securing Declaration Form as per Public Procurement and Disposal (Preference and Reservations) Regulations 2011. i) Registration as per clause 1.5 of the invitation to tender herein (Before the deadline for submission of tenders, ALL bidders who obtain the tender document **SHALL** register with Kenya Ferry services as candidates by sending an email to procurement@kenyaferry.co.ke and submitting the following; the Name of the tenderer/bidder, Tender number of the document obtained, Valid email address, Telephone number of the bidder and the Contact person	**Mandatory**
	TECHNICAL/GENERAL REQUIREMENTS	
2.	Capability to perform the assignment Provide details of; • company profile and relevant documentation • contact person • physical address/location of business	20
3	Credit period (bidder to indicate) Provide business account details • Account name: • Account no: • Bank name: • Branch: 30 days and above - 10	10
4	Delivery period – indicate the shortest delivery period for any single order Score shall be calculated as lowest delivery x 20 Delivery period	10

N/B: BIDDER MUST MEET ALL THE MANDATORY REQUIREMENTS TO BE CONSIDERED FOR TECHNICAL AND FINANCIAL BID EVALUATION.

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 9 and in accordance with the requirements included in the special conditions of contract.

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 procuring entity pursuant to instructions to tenderers clause 12.3

3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modifies accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.

4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.

5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender security form
6. Performance security form
7. Bank guarantee for advance payment
8. Declaration form
9. Tender-Securing Declaration Form

FORM OF TENDER

Date_____

Tender No._____

To……..

……..

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,* the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]* in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

Dated this _____ day of_____ 20
[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**	**7**
Item	**Description**	**Quantity & quality**	**Duration**	**Unit Price**	**Total Price** EXW per item (cols. 4x5)	**Unit Price of other incidental services payable**

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit 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 materials and spares. Viz……..[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares 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 Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Procuring entity's Notification of Award.

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

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

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

Signed, sealed, delivered by _____the _____(for the Procuring entity)

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

in the presence of_____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 General

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

Part 2 (a) – Sole Proprietor

Your name in full…….Age…….
Nationality……Country of Origin……..
Citizenship details
……..

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1. ……			
2. ……			
3. ……			
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. ……			

Date…….Signature of Candidate……..

TENDER SECURITY FORM

Whereas ……..[name of the tenderer]

(hereinafter called "the tenderer")has submitted its tender dated……..[date of submission of tender] for the provision of ……..

[name and/or description of the services]

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

KNOW ALL PEOPLE by these presents that WE……

Of……having registered office at

[name of procuring entity](hereinafter called "the Bank")are bound unto……

[name of procuring entity](hereinafter called "the procuring entity") in the sum of ……..

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

THE CONDITIONS of this obligation are:
1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:

(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

_____
[signature of the bank]

(Amend accordingly if provided by Insurance Company)

PERFORMANCE SECURITY FORM

To: ……..

[name of the Procuring entity]

WHEREAS…….[name of tenderer]

(hereinafter called "the tenderer") has undertaken, in pursuance of Contract No._____[reference number of the contract] dated _____20_____to

supply……..

[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]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To……

[name of tender]……

Gentlemen and/or Ladies:

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

……

[name and address of tenderer][hereinafter called "the tenderer"] shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of …… *[amount of guarantee in figures and words]*. We, the ……

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

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

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

Yours truly,

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

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

Tender No._____ [insert number of bidding process]

To: _____ [insert complete name of Purchaser]

We, the undersigned, declare that:

1. 1 We understand that, according to your conditions, bids must be supported by a Bid-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 [insert number of months or years] starting on [insert date], 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 tenders.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
   (a) our receipt of a copy of your notification of the name of the successful Bidder; or
   (b) thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:……..……..…..

Capacity / title (director or partner or sole proprietor e.t.c) …….…….

Name: ……..

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

Dated on ……. day of ……., ……. [insert date of signing]

Seal or stamp

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

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF…….….20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *(Procuring Entity*)

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

REQUEST FOR REVIEW

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

1.

2.

etc.

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

1.

2.

etc

SIGNED ……. (Applicant)

Dated on…….day of ……/…20…….

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary