



COUNCIL OF GOVERNORS

TENDER NO: COG/DEV/4/4/2015-2017

FOR

PROVISION OF CATERING SERVICES FOR DEVOLUTION CONFERENCE

**The Council of Governors,
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Nairobi Kenya,
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ABBREVIATIONS AND ACRONYMS

1. BDS	Bid Data Sheet
2. CC	Conditions of Contract
3. ICPAK	Institute of Certified Public Accountants of Kenya
4. JV	Joint Venture
5. KES	Kenya Shillings
6. PPDA 2005	Public Procurement and Disposal Act, 2005
7. PPDR 2006	Public Procurement and Disposal Regulations, 2006
8. PPOA	Public Procurement and Oversight Authority
9. CoG	Council of Governors
10. KRA	Kenya Revenue Authority
11. LC	Letter of Credit
12. TCC	Tax Compliance Certificate
13. SCC	Special Conditions of Contract
14. VAT	Value Added Tax
15. MR	Mandatory Requirement

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SECTION I - INVITATION TO TENDER

DATE: October, 2016

TENDER NO: COG/DEV/4/4/2015-2017 FOR PROVISION OF CATERING SERVICES FOR DEVOLUTION CONFERENCE

The Council of Governors invites sealed Tenders from interested eligible bidders for the provision of catering services for the 4th Annual Devolution conference to be held at Maasai Mara Narok County in the month of February 2017.

Submission of Tender documents

A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs. 1,000.00** in cash or Bankers cheque payable to Council of Governors.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at the Council of Governors Secretariat, 2nd floor, Delta Corner, off Waiyaki Way during normal working hours or be addressed and posted to:

**The Chief Executive Officer,
Council of Governors
P.O. Box 40401, 00100
Nairobi**

So as to be received on or before **Friday 11th November 2016 at 11.00 A.m.**

Prices quoted should include all relevant taxes, in Kenya Shillings and should remain valid for 120 days after tender opening.

Tenders will be opened immediately in the presence of the Tenderers' representatives who choose to attend at the 11th Floor boardroom at Council offices. Tender Documents submitted after the stated deadline shall **NOT** be accepted for evaluation irrespective of circumstances.

Any canvassing or giving false information May lead to automatics disqualification

**Jacqueline Mogeni
Chief Executive Officer,
Council of Governors**

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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. COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS, 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 **COUNCIL OF GOVERNORS** 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-Securing Declaration Form
- xi) Performance security form
- xii) Non-Debarment Form
- xiii) Integrity 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 COUNCIL OF GOVERNORS in writing or by post, fax or email at the entity's address indicated in the Invitation to Tender document. COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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. COUNCIL OF GOVERNORS 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, COUNCIL OF GOVERNORS, 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, COUNCIL OF GOVERNORS, 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 COUNCIL OF GOVERNORS, 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

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 15% of the original contract price.

2.9.6 Price variation requests shall be processed by COUNCIL OF GOVERNORS 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 the COUNCIL OF GOVERNORS 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 the COUNCIL OF GOVERNORS 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 the COUNCIL OF GOVERNORS as non responsive, pursuant to paragraph 2.20. **However bidders will not be required to submit a tender security but will be required to fill and sign the tender security declaration form.**

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 COUNCIL OF GOVERNORS.

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 COUNCIL OF GOVERNORS 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.

Or

(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 the COUNCIL OF GOVERNORS, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the COUNCIL OF GOVERNORS as nonresponsive.

2.13.2 In exceptional circumstances, the COUNCIL OF GOVERNORS 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. **All pages of the tender shall be well serialized and 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 COUNCIL OF GOVERNORS 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 Friday 11th November 2016 at 11.00 A.m.**

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, COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS at the address specified under paragraph 2.15.2 no later **DO NOT OPEN BEFORE Friday 11th November 2016 at 11.00 A.m**

2.16.2 COUNCIL OF GOVERNORS 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 the COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS will open all tenders in the presence of tenderers' representatives who choose to attend, **DO NOT OPEN BEFORE Friday 11th November 2016 at 11.00 A.m. Conference Room 5th Floor** 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 the COUNCIL OF GOVERNORS, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 COUNCIL OF GOVERNORS 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 the procuring entity may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.

2.19.2 Any effort by the tenderer to influence the COUNCIL OF GOVERNORS in the procuring entity's 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 The COUNCIL OF GOVERNORS 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 The COUNCIL OF GOVERNORS 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, the COUNCIL OF GOVERNORS will determine the substantial responsiveness of each tender to the tender documents.

For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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.*

COUNCIL OF GOVERNORS 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 procuring entity have 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. COUNCIL OF GOVERNORS 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 procuring entity

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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, the COUNCIL OF GOVERNORS will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender and 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 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS determines that none of the tenderers is responsive; COUNCIL OF GOVERNORS 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, COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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, COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

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

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 COUNCIL OF GOVERNORS, 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 COUNCIL OF GOVERNORS

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 COUNCIL OF GOVERNORS may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

2.28.1. COUNCIL OF GOVERNORS 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 COUNCIL OF GOVERNORS 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.

PRELIMINARY REQUIREMENTS (MANDATORY)

No.	Documents to be Submitted	
1	Be compliance with prevailing labor laws in respect to minimum Wage, statutory remittances - attach evidence of recent letter (2015 or 2016) from ministry of labor.	Mandatory
2	Valid NSSF compliance certificate. Evidence of Remittance of Employees latest Contributions.	Mandatory
3	Valid NHIF compliance certificate. Evidence of Remittance of Employees latest Contributions.	Mandatory
4	To Provide a certified copy of current workers injuries benefit insurance	Mandatory
5	Certified Copy of Current Tax Compliance Certificate	Mandatory
6	Certified copy of PIN certificate	Mandatory
7	Commendation letters from three (3) current clients in the last 3 Years with work of equivalent nature.	Mandatory

Tenders which do not satisfy the Mandatory requirements set out above shall be rejected by the Evaluation Committee.

TECHNICAL EVALUATION CRITERIA FOR TEA AND CATERING SERVICES

TECHNICAL EVALUATION SUMMARY

No	Parameters	Scores	Re ma
1.	Provide 3 clients' references from a reputable client you have Success-fully performed their contracts of similar nature in the last 2 years. Maximum of 4 clients Appropriated as	10	
2.	Contract Manager and site supervisor to have at least 3 years' experience in tea /catering services (Attach detailed CV with relevant work experience) Contract Manager - 3 marks site supervisor	5	
3.	Provide number of qualified staff currently employed by your firm i.e. chefs Attach evidence 3 Employees 3 marks 4 Employees 4 marks 10 Employees 10 marks	10	
4.	Registered firm with at least 3 years continuous experience in tea/catering services with an annual turnover of at least Kshs. 2,000,000 (Attach Audited financial statements for the last two years) 1 Million - 1Mark 2 Million- 2 Marks	5	
5.	A list of equipment, that will be used for the works Attach evidence and commitment letter for availability such tools of trade (cookers, fridges, utensils, warmers,etc.) I equipment -1 Mark 2 equipments -2 Marks 3 equipments -3 Marks 4 equipments -4 Marks	6	
6.	Attach a company profile detailing the vision and mission of	5	
7.	Certified copy of Insurance cover for workman's	5	
8.	Certified NSSF compliance certificate	3	
9.	Certified NHIF compliance certificate	3	
10.	Certified copy of PIN certificate	5	

11.	Certified copy of Valid VAT certificate	8	
12.	Certified Copy of Current Tax Compliance Certificate	8	
13.	Dully filled confidential questionnaire. (All parts must be filled in, as required.)	5	
14.	Certified Copy of valid City, Municipal or County Council license for handling food	8	
15.	Firm must have a physical address and administrative office(Attach copy of lease agreement from Landlord or ownership title)	5	
16.	Commitment to open a corporate account with the bank if awarded the works COUNCIL OF GOVERNORS attach	8	
	TOTAL MARKS	100	
	COUNCIL OF GOVERNORS may inquire validity of the submitted document		

NB. Cut off points for the technical evaluation shall be 70 marks and bidders Who shall not have attained this mark shall not proceed to the next stage of the evaluation process. In case there is no firm that have attained the pass-mark-COG to its own discretion may evaluate the next two firms who are 1st and 2nd ranked.

FINANCIAL EVALUATION

The Bidder who shall be determined as the best evaluated bidder **shall** be considered and recommended for award.

COUNCIL OF GOVERNORS shall have the discretion to award the tender to the best evaluated bidder as per the the documents provided and due diligence done.

SECTION III GENERAL CONDITIONS OF CONTRACT

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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 superceded by provisions of other part of contract.

3.3 Standards

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

3.5 Patent Right's

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

3.6 Performance Security

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

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

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

a) Cash.

b) A bank guarantee.

c) Such insurance guarantee approved by the Authority. d)

Letter of credit.

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

3.7 Inspections and Tests

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

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

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity may reject the services, and the tenderer shall either replace the

rejected services or make alterations necessary to meet specification requirements free of cost to the Procuring entity.

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

3.8 **Payment**

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

3.9 **Prices**

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

3.10 **Assignment**

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

3.10 **Termination for Default**

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

- a) If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

3.12 Termination of insolvency

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

3.13 Termination for convenience

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

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

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

The contractor shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other

failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.17 Applicable Law.

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

3.18 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	Special conditions of contract
3.6	A performance security of 10% of the contract price in the form of a banker's cheque or guarantee will be required from the winning bidder
3.8	Payment process shall commence upon submission of invoice.
3.9	Prices shall be maintained for the entire conference period
23.14	In case of a dispute between the purchaser and the supplier, the dispute shall be referred arbitration in accordance with the laws of
3.17	The applicable law shall be Kenyan Law
3.18	COUNCIL OF GOVERNORS P.O Box 40401-00100, NAIROBI, GPO. Suppliers contact to be furnished.

SECTION V – SCHEDULE OF REQUIREMENTS FOR BOTH CATERING & TEA SERVICES

SPECIFICATIONS FOR PROVISION OF CATERING SERVICES AND OTHER BASIC REQUIREMENTS

- a) Catering services for 5,000 delegates broken down as below:
 - I. Presidential lunch - 600
 - II. Delegates - 4,400
- b) Categories of menus -
 - I. three course menu for 4,400 inclusive of a soft drink/water
 - II. four courses menu for 600 pax inclusive of fresh juice and water
- c) Catering arrangements -presidential to be catered for separately and the others under one dome tent
- d) Mode of meals services - All restaurant set up
- e) Guests expected on each day:
 - 20th February 2017 - four presidents expected to be in attendance and 5,000 delegates
 - 21st and 22st February 2017 - 5,000 delegates per day)
- f) Mode of Payment - Through electronic fund transfer
- g) Terms of Payment
 - i. You will be issued with a Contract by December 2016.

OTHER REQUIREMENTS

- I. The exercise involves offering catering services during meetings/training etc.
- II. Service provider will be informed two days prior to any event
- III. Professional persons to be deployed and with proper uniforms
- IV. Reliable in quality and timeliness.
- V. The supplier shall be required to have extra meal commodities to cater for inclusion of not more than three people at no cost.
- VI. The tools of trade provided to be of good quality. i.e. utensils

General requirements

1. Ensure the catering service shall include:
2. All the service provider personnel to be in proper uniforms bearing the logo of the firm and staff identification cards while providing the services in the bank premises
3. To ensure that all officers engaged are neatly dressed and well-groomed at all times
4. All equipment necessary to carry out the services including plates, cups, glasses, bottle openers, serviettes etc.
5. Personnel: all required on site personnel/staff necessary in order to carry out the requested services including all travel costs.
6. All transport costs including delivery & collection to be covered by service provider.
7. Meals/drinks etc. should be delivered fully prepared and all equipment used (incl. plates, glasses etc.) collected unclean.
8. The provider shall ensure, throughout the duration of the contract, that all necessary health and hygiene certificates/licences are held and that all applicable regulations and standard
9. Employ their own skilled and experienced staff to run the catering roles including service and kitchen.
10. Ensure current service standards (timeliness, quality, quantity, price and variety) are maintained or improved.

TYPES OF MENUS

Standard option which includes:	Price Inclusive of VAT(Kshs.) per pax
☐ 2 protein (Beef, chicken or fish among others)	
☐ 3 starches (Rice, Irio, Potatoes among others)	
☐ 2 cooked vegetable	
☐ 3 salads	
☐ Fresh fruits whole	
☐ 1 bottle soda or glass of juice (300ml)	
☐ 1 bottle of water (300 ml)	
☐	
Standard option which includes:	Price Inclusive of VAT(Kshs.) per pax
☐ Tea/coffee/chocolate	
☐ 1 Starches: Sandwiches/boiled maize/sweet potatoes/ arrow roots,snacks among others.	

SECTION VI- STANDARD FORMS

LIST OF STANDARD FORMS

1. Form of tender
2. Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Tender-Securing Declaration
6. Performance security form
7. Bank guarantee for advance payment
8. Non-Debarment Statement form
9. Integrity 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, of which is hereby duly acknowledged, we, the undersigned, offer to provide. [Description of services] in conformity with the said tender documents for the sum of. [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.*
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20
[signature] *[In the capacity of]*
 duly authorized to sign tender for and on behalf of _____

PRICE SCHEDULE OF TEA SERVICES

Name of Tenderer _____ Tender Number _____ . Page ____ of ____ .

DESCRIPTION	NUMBER OF PAX	UNIT COST(KES)	TOTAL COST
Delegates' lunch-21/2/2016	4,400		
Gala Dinner 21/2/2016(Food)	4,400		
Delegates' lunch-22/2/2016	4,400		
Gala Dinner 22/2/2016(Food)	4,400		
Delegates' lunch-23/4/2016	4,400		
Gala dinner on 23/2/2016	4,400		
Presidential lunch -21/2/2016	600		
10 o'clock tea and 4 o'clock tea	4,400		
Other cost			

Name in the capacity of

Signature of Tenderers..... Duly

authorized to sign the Tender for and on behalf of

Dated onday of 20

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 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
 addressTel 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

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> Your name in full..... Age..... Nationality..... Country of Origin..... Citizenship details																
	<p style="text-align: center;">Part 2 (b) – Partnership</p> 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> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.
Name	Nationality	Citizenship details	Shares														
1.														
2.														
3.														
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> 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> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.
Name	Nationality	Citizenship details	Shares														
1.														
2.														
3.														

	Date.....Signature of Candidate.....
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TENDER-SECURING DECLARATION

[The Bidder shall fill in 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. 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 tendering in any public procurement tenders with any public entity for the period of time determined by the Public Procurement Oversight Authority, if we are in breach of our obligation(s) under the tendering conditions, because we:
 - a) have withdrawn our tender during the period of tender validity specified in the Tender Data Sheet;
 - or
 - b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of tender validity fail or refuse to execute the contract; or fail or refuse to furnish the performance security, if so required.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon our receipt of your notification or regret of the tender award letter; or thirty-eight days after the expiration of our Tender, whichever is earlier.
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, and if the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all envisaged 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 Tender 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 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)

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

INTEGRITY DECLARATION

I/We/Messrs..... of
Street/avenue,
..... Building, P. O. Box..... Code, of (town), (Nationality), Phone
..... E-mail declare that Public Procurement is based on a free and
fair
competitive tendering process which should not be open to abuse.
I/We declare that I/We
will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer,
their relations or business associates, in connection with
Tender name:
Tender No.
For/or in the subsequent performance of the contract if I/We am/are
successful. Dated this day of 20.....
Authorized Signature.....Official Stamp
Name and Title of Signatory.....

NON-DEBARMENT STATEMENT FORM

I/We/Messrs..... of

Street/avenue,

..... Building, P. O. Box.....Code, of (town), (Nationality),

Phone:

..... E-mail declare that I/We /Messrs

are not debarred from participating in public procurement by the Public Procurement Oversight Authority pursuant to section 41 of the Public Procurement and Disposal Act, 2015.

Dated this day of

20.....

Authorized Signature.....Official Stamp

.....

Name and Title of

Signatory.....