

# REPUBLIC OF KENYA



## PARLIAMENT OF KENYA THE NATIONAL ASSEMBLY

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### TENDER DOCUMENT

**TENDER NO. NA/07/2019-2020**

**FOR**

**SUPPLY & DELIVERY OF GOODS TO THE PARLIAMENTARY CATERING  
FACILITY (DRY GOODS, VEGETABLES, FRUITS. CEREALS, DRINKING  
WATER, BEVERAGES, POULTRY, FISH)**

**FRAME WORK CONTRACT TWO (2) YEARS**

**TENDER SUBMISSION DEADLINE**

**MONDAY, 17<sup>TH</sup> FEBRUARY 2020 AT 11.00 AM**

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Date: 30<sup>th</sup> January 2020

To:

**RE: TENDER NO. NA/07/2019-2020 FOR SUPPLY & DELIVERY OF GOODS TO THE  
PARLIAMENTARY CATERING FACILITY THROUGH A FRAMEWORK CONTRACT**

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The National Assembly (NA) on behalf of the Parliamentary Catering Fund invites sealed bids from interested, competent and eligible firms for the supply & delivery of assorted catering goods as specified for a two (2) year framework contract renewable subject to satisfactory performance.

**The interested firms may obtain detailed information and inspect the Tender Document for free by downloading the tender document from Parliament's Website; [www.parliament.go.ke](http://www.parliament.go.ke) or IFMIS Portal website; [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke).**

Duly completed tender documents as prescribed (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number & name** and be deposited in the tender box provided on **2<sup>nd</sup> floor, Protection House, at the junction of Haile Selassie Avenue and Parliament Road, Nairobi** or be addressed to: -

**The Clerk of the National Assembly/Officer  
Administering Parliamentary Catering Fund,  
Parliament Buildings  
P. O. Box 41842-00100  
NAIROBI**

so as to be received on or before **Monday, 17<sup>th</sup> February 2020** at **11.00am**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend, at **Protection House, 2<sup>nd</sup> floor Boardroom, Nairobi**.

The National Assembly reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

**CLERK OF THE NATIONAL ASSEMBLY/OFFICER ADMINISTERING,  
PARLIAMENTARY CATERING FUND  
PARLIAMENT OF KENYA**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all qualified firms as described in the instructions to tenderers. Successful tenderers shall provide the goods for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Parliamentary Service Commission employees, Committee members, Board members and their relatives (spouse and children) are not eligible to participate in the tender.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the National Assembly 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 the National Assembly, 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 National Assembly shall allow the tenderer to review the tender document free before they download.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with these instructions to tenders: -
- i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Description of services to be offered
  - vi) Form of tender

- vii) Price schedules
- viii) Contract form
- ix) Mandatory Confidential Business Questionnaire 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 the National Assembly in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The National Assembly 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 National Assembly Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents"

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

## **2.5 Amendment of documents**

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

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

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

## **2.6 Language of tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the National Assembly, 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 accordingly. Documentary evidence established that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- b) Tender security as prescribed
- c) Mandatory 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.

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 National Assembly 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 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 National Assembly's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

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

2.12.2 The tender security shall be in the amount as prescribed in the instructions to tenderers.

2.12.3 The tender security is required to protect the National Assembly against the risk of Tenderer's conduct which would warrant the security's forfeiture.

2.12.4 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 will be rejected by the National Assembly as non-responsive.

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

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract and furnishing the performance security.

2.12.7 The tender security may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity Specified by the procuring entity on the Tender Form; or

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

(i) To sign the contract.

**Or**

(ii) To furnish performance security

(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 National Assembly. A tender valid for a shorter period shall be rejected by the National Assembly as non-responsive.

2.13.2 In exceptional circumstances, the National Assembly 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 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 Tenders.**

2.14.1 The original Financial Proposal shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person authorized to sign the proposals.

- 2.14.2 The bidders shall prepare the original and copy of the document as specified.
- 2.14.3 The original Financial Bid shall be placed in a sealed envelope clearly marked **“BIDS FOR SUPPLY & DELIVERY OF GOODS FOR THE CATERING FACILITY**. This outer envelope shall bear the submission address and other information indicated in the Appendix “A” and be clearly marked, **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OPENING COMMITTEE”**.

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

- 2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as ‘ORIGINAL TENDER’ and ‘COPY OF TENDER’. The envelopes shall then be sealed in an outer envelope.
- 2.15.2 The inner and outer envelope shall:
- (a) be addressed to the National Assembly 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 the date and time of closing indicated in the Appendix of Instructions to Tenderers.
- 2.15.3 The outer 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, National Assembly will assume no responsibility for the tender’s misplacement or premature opening.

## **2.15 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the National Assembly at the address specified under paragraph 2.15.2 no later than **Monday, 17<sup>th</sup> February, 2020 at 11.00am**.
- 2.16.2 The National Assembly may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordingly, in which case all rights and obligations of the National Assembly 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 National Assembly as provided for in the appendix.

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

- 2.17.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tender's is received by the National Assembly 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 accordingly. 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.
- 2.17.5 The National Assembly may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The National Assembly shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.18 Opening of Tenders**

- 2.18.1 The National Assembly will open all tenders in the presence of tenderers' representatives who choose to attend, at **Monday, 17<sup>th</sup> February, 2020 at 11.00am** 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 National Assembly, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The National Assembly 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 National Assembly 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 National Assembly in the National Assembly's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

## **2.20 Preliminary Examination and Responsiveness**

- 2.20.1 The National Assembly 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 National Assembly 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, the National Assembly 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 National Assembly'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 National Assembly 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 National Assembly will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The National Assembly will evaluate and compare the tenders which have been determined to be substantially responsive.

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The National Assembly's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in 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 The following evaluation methods will be applied: -

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

The National Assembly 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 National Assembly's required delivery time will be treated as non-responsive and rejected.

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

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

2.22.5 The Tender Evaluation Committee shall evaluate the tender within the prescribed period 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 National Assembly**

2.23.1 No tenderer shall contact the National Assembly 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 National Assembly 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 National Assembly 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 as well as such other information as the National Assembly deems necessary and appropriate.

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the National Assembly 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 The National Assembly 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 National Assembly 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 National Assembly's action. If the National Assembly determines that none of the tenderers is responsive; the National Assembly shall notify each tenderer who submitted a tender.
- 2.24.5 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Notification of award**

- 2.25.1 Prior to the expiration of the period of tender validity, the National Assembly 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 National Assembly. 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, the National Assembly will promptly notify each unsuccessful Tenderer and will discharge its tender security.

## **2.26 Signing of Contract**

- 2.26.1 At the same time as the National Assembly notifies the successful tenderer that its tender has been accepted, the National Assembly will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within seven (7) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the National Assembly.
- 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 fourteen (14) days of the receipt of notification of award from the National Assembly, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the National Assembly.

2.27.2 Failure of the successful tenderer to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the National Assembly may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

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

2.28.2 The National Assembly 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:-

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>2.12</b>	Tender Security of Kshs. 50,000.00 in the prescribed format and valid for a period of 120 days
<b>2.4</b>	<p><i>Any clarification with regard to this tender should be addressed to:</i></p> <p><b>The Clerk of the National Assembly/ Officer Administering Fund Parliament Buildings P. O. Box 41842-00100 NAIROBI Email: clerk@parliament.go.ke</b></p>
<b>2.18.1</b>	The Tender will close and open on <b>Monday, 17<sup>th</sup> February, 2020 at 11.00am.</b>
<b>2.9.3</b>	<p>Price quoted shall remain fixed for the contract period of the contract.</p> <p>However, the prices may be reviewed after one (1) year as per the provisions of the Public Procurement and Asset Disposal Act, 2015.</p>
<b>NOTES</b>	Bidders with the lowest evaluated bids shall enter into Framework contracts for a period of 2 year, renewable once subject to satisfactory performance.

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

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# 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 National Assembly 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 National Assembly under the Contract.
- d) "The National Assembly" 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 standards mentioned in the Schedule of requirements.

## 3.4 Patent Right's

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

## 3.5 Performance Security

- 3.5.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the National Assembly 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 the National Assembly 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 the National Assembly and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the PPRA
  - d) Letter of credit.
- 3.5.4 The performance security will be discharged by the National Assembly and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

### **3.6 Inspections and Tests**

- 3.6.1 The National Assembly or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The National Assembly shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.6.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the National Assembly.
- 3.6.3 Should any inspected or tested services fail to conform to the Specifications, the National Assembly 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 National Assembly.
- 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**

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

### **3.9 Assignment**

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

### **3.10 Termination for Default**

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

3.10.2 In the event the National Assembly 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 National Assembly for any excess costs for such similar services.

### **3.11 Termination of insolvency**

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

### **3.12 Termination for convenience**

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

3.12.2 For the remaining part of the contract after termination the National Assembly may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

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

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

### **3.14 Governing Language**

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

### **3.15 Force Majeure**

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

**3.16 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	Specify performance security if applicable: <b>N/A</b>
3.7	At least 60 days credit period
3.8	Specify price adjustments allowed. <b>None</b>
3.14	Specify resolution of disputes. <b>Disputes to be settled as per the Arbitration Laws of Kenya</b>
3.16	Specify applicable law. <b>Laws of Kenya</b>
Other necessary	<ul style="list-style-type: none"> <li>• In order to mitigate risks in the delivery of the required goods thereby occasioning delay and interrupting the operations of the catering facility, the National Assembly shall consider the first three (3) lowest bids submitted by the responsive firms subject to the allocated budget.</li> <li>• The responsive firms that offer the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> lowest bid shall enter into framework agreement for period of two (2) years renewable subject to satisfactory performance.</li> <li>• The responsive lowest bid shall always be given first priority to supply and deliver the items they are successful in. In case, the 1<sup>st</sup> lowest evaluated bid is unable to deliver the items, the 2<sup>nd</sup> and 3<sup>rd</sup> lowest evaluated bid shall be considered in that order.</li> <li>• In case the awarded firms are unable to supply and deliver the required items, the National Assembly shall competitively advertise or invite for fresh bids from the open market or the firms that responded to the tender at their quoted price.</li> <li>• Failure to deliver within the agreed and stipulated timelines shall attract penalties and sanctions as stipulated in the contract.</li> </ul>



## SECTION V- QUALIFICATION REQUIREMENTS TO SUPPORT THE FIRM'S BID

### A) QUALIFICATION REQUIREMENTS

Preliminary/Basic mandatory requirements (to be evaluated on a 'Yes' or 'No' Basis)

All categories must meet the following mandatory requirements:-

NO.	MANDATORY REQUIREMENT	TO BE EVALUATED ON A YES OR NO BASIS
1.	Submission of an <b>original and copy</b> of bid document clearly marked and labeled	
2.	Must Submit a copy of certificate of Registration/Incorporation	
3.	Must submit: - ✓ A valid CR12 for <u>Limited Company</u> ✓ A National ID for <u>Sole Proprietor</u>	
4.	A copy of a valid Tax Compliance certificate from Kenya Revenue Authority	
5.	Tender security of Kshs. 50,000 in the prescribed format and valid for a period of 120 days from the date of tender closing date from a reputable bank or an Insurance Company approved by PPRA	
6.	Must submit valid and relevant business permit from the County Government	
7.	Must submit the attached dully filled up and stamped Confidential Business Questionnaire in format provided	
8.	Must Fill the Price Schedule in the format provided	
9.	Must Fill the Form of Tender in the format provided	
10.	Evidence in form of a recommendation letters of having successfully supplied similar goods quoted for in at <u>least three (3) established institutions preferably four-star hotels</u> and above (Attach a duly signed recommendation letter in client's letterhead and each recommendation to be supported by a duly executed LPO/contract from the same institution- Value of Kshs. 100,000 p.m. and above).	
11.	Bank reference letter	
12.	Submission of a properly bound, serialized and paginated tender documents in correct sequence	

In addition to fulfilling the above mandatory requirements, the following categories should provide the following supporting documents:-

NO.	MANDATORY REQUIREMENT	Categories
1)	Must Provide a valid Manufacturer's/Distribution Authorization Certificate or License	A4-supply of alcoholic beverages , soda and bottled water A5- supply of cigarette & Tobacco
2)	Must attach NACADA License for alcoholic beverages	A4-supply of alcoholic beverages , soda and bottled water
3)	Valid Health certificate/food handling certificate.	A3 –Supply of poultry and fish
4)	Fixed clean premises for suppliers of poultry products (attach ownership or lease agreements)	A3 -Supply of poultry and fish
5)	Evidence of a delivery vehicles and or equipment/facilities preferably refrigerated	A3-Supply of poultry and fish

## B) DETAILED SPECIFICATIONS FOR THE NON-SPECIFIC GOODS

### A. POULTRY & POULTRY PRODUCTS

SN.	ITEM DESCRIPTION	UNIT	SPECIFICATION
1.	Capons	Kg	Whole with no blemishes; full plump chest; skin intact; uniform colour; no feathers no giblets (Liver, gizzards, neck); weight 1.2 – 1.3 kg
2.	Chicken Wings	Kg	Clean and clipped; no feathers no blemishes
3.	Chicken Drumstick	Kg	Clean with no blemishes and no feathers (no thigh)
4.	Chicken Legs	Kg	Clean with no blemishes and not feathers
5.	Chicken Gizzards	Kg	Cleaned and fresh
6.	Local Capons (Kienyeji)	Kg	Whole and fresh; full plump chicken; skin not torn, pinkish yellow flesh; no giblets; about 1.2 – 1.5 kg
7.	Farm Ducklings	Kg	Full plump chest; no blemishes; skin not torn; bright yellow colour uniform; no giblets, size 2 kg.
8.	Spring Chicken	Pc	Whole; no blemish; full plump chest; flamed / frozen. 700 – 800gm
9.	Turkey	Kg	Milkfed; whole; white meat; full plump chest; no giblets. 8kg size.
8.	Chicken Eggs	Tray	Natural clean and wiped. Yolks should hold when broken. Weight 75 gm packed in 30's; air cell not exceeding 6mm in depth
9.	Chicken Sausages	Kg	Value Pack 1 kg <b>Farmer's Choice</b> premium grade or approved equivalent

### FRESH FRUIT JUICES

SN.	PRODUCT	UNIT	SPECIFICATION
1.	Mango Juice	Lt	Freshly squeezed; no sugar or other additives; packed in translucent jerry cans of 5litres.
2.	Orange Juice	Lt	Freshly squeezed; no sugar or other additives; packed in translucent jerry cans of 5litres.
3.	Passion Fruit Juice	Lt	Freshly squeezed; no sugar or other additives; packed in translucent jerry cans of 5litres.
4.	Cocktail Juice	Lt	Freshly squeezed; no sugar or other additives; packed in translucent jerry cans of 5litres.
5.	Apple Juice	Lt	Freshly squeezed; no sugar or other additives; packed in translucent jerry cans of 5litres.
6.	Sugar Cane Juice	Lt	Freshly squeezed; no sugar or other additives; packed in translucent jerry cans of 5litres.

### BOTTLED WATER

SN.	PRODUCT	UNIT	SPECIFICATION
1.	Mineral Water 300ml	Ctn	Still drinking water; bottled in a sealed vessel; certified by KEBS. Keringet quality or approved equivalent
2.	Mineral Water 500ml	Ctn	Still drinking water; bottled in a sealed vessel; certified by KEBS. Keringet quality or approved equivalent
3.	Mineral Water 18.9Lt Refill	Bot	Still drinking water; bottled in a sealed vessel; certified by KEBS; empties owned by supplier. Keringet quality or or approved equivalent.

## **C) EVALUATION CRITERIA**

Each category/lot shall be considered individually/separate from the other categories. A bidder may quote for multiple categories so long as they fulfill the requirements of each category.

### **EVALUATION STAGES**

#### **Stage 1: Evaluation on the mandatory requirements**

Bids will be evaluated on the mandatory requirements on a 'Yes or No' basis.

Any bid that does not fulfill any of the mandatory requirements shall be disqualified from further evaluation.

A responsive bid is the one that fulfills the mandatory requirements of the tender and shall be recommended for consideration of the financial bid.

#### **Stage 2: Financial Evaluation**

The Evaluation Committee shall check whether there is any arithmetic error and record the findings.

Any arithmetic error shall be communicated to the respective bidder for noting and concurrence/rejection.

The financial bids (consolidated total costs per category/lot) as read out during the tender opening shall be absolute and shall not be subject to any changes/amendments.

The Evaluation Committee shall then rank the responsive bids according to the quoted amounts from the lowest bid to the highest bid per category/lot.

#### **Stage 3: Recommendation for Award**

The Evaluation Committee shall recommend to the Accounting Officer the first three (3) lowest bids per category/lot for consideration of award.

## **D) POST QUALIFICATION EVALUATION**

The National Assembly may conduct a due diligence on the successful firms to establish the authenticity of the document submitted and the bidder's capacity to adequately service the order to the quality standards of the National Assembly. This may involve physical inspection of the Bidder's premises and equipment.

## **SECTION V – SCHEDULE OF REQUIREMENTS**

Bidders are required to note the following: -

- 1) The Contract will run for a period of two (2) year renewable for a further period subject to satisfactory performance and by mutual agreement between the parties in writing.
- 2) The award would be to multiple suppliers subject to fulfilling the minimum criteria of the tender and availability of the budget.
- 3) For goods required on daily basis, the suppliers should arrange to deliver the goods on or before 8am or as advised by the Officer Administering the Catering Fund or as stipulated in the contract.
- 4) The goods supplied to the catering facility should always be fresh, have long shelf life, clean and well packaged.
- 5) All successful suppliers are expected to maintain a very high degree of cleanliness and standards of hygiene at all times during the period of the contract. The National Assembly shall not hesitate to cancel a contract at any time without giving advance notice to a supplier if it establishes that the good meant for delivery to the Catering Facility is not properly handled, preserved and is exposed to contamination.
- 6) It is the Suppliers obligation to ensure the source of their products or suppliers/manufacture's has set in place adequate high hygiene standards.
- 7) It is the Suppliers obligation to ensure its personnel and delivery equipment/facilities are healthy, clean and properly dressed/maintained.
- 8) The National Assembly may at its discretion visit supplier's premises or their source at any time during the contract period.
- 9) The goods once delivered shall be subjected to the Inspection process to ensure they conform to the National Assembly quality standards.
- 10) The Contract document shall stipulate the procedure for ordering the goods and delivery timelines depending on the needs
- 11) The suppliers while delivering the goods shall ensure the delivery documents are properly signed and stamped by authorized receiving officer/personnel.
- 12) The National Assembly will process payments to suppliers within sixty (60) days and or as stipulated in the contract documents.
- 13) The awarded firm, in case unable to deliver within the required timelines as stipulated in the contract, should inform the contract administrator in advance of any expected delay.
- 14) Frequent delays or inability to deliver by the awarded supplier shall attract necessary warning and thereafter penalties/sanctions, debarment proceedings and termination of the contract.

## **SECTION VII - STANDARD FORMS**

### Notes on the standard Forms

- A. Form of Tender -** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- B. Price Schedule-** The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- C. Confidential Business Questionnaire Form -** This form must be completed by the tenderer and submitted with the tender documents.
- D. Tender Security Declaration Form -** The tender shall provide the tender security in form of a guarantee as per the prescribed format included herein.
- E. Manufacturers Authorization Form-**This form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.
- F. Performance Security Form -** The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the National Assembly.
- G. Contract Form -** The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

## 8.1 FORM OF TENDER

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of National Assembly]*

Gentlemen and/or Ladies:

- 1) Having examined the tender documents including Addenda Nos. .... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver catering goods as per the specifications in conformity with the said tender documents for the sum of Kenya shillings as follows: -

NO.	CATEGORY/ LOT NO.	CATEGORY DESCRIPTION OF CATERING GOODS	TOTAL CONSOLIDATED COST (KSHS.)
1)	<b>Category A1</b>	<b>Supply of Fresh Fruits and Vegetables</b>	N/A
	Lot 1	Supply and delivery of Fresh Fruits	
	Lot 2	Supply and delivery of Vegetables	
2)	<b>Category A2</b>	<b>Supply of Meat and Meat Products</b>	N/A
	Lot 1	Poultry	
	Lot 2	Fish	
3)	<b>Category A3</b>	<b>Supply of Alcoholic beverages, Soda &amp; Bottled Water (Provide a valid Manufacturer's/Distribution Authorization Certificate or License a must)</b>	N/A
	Lot 1	Supply of Alcoholic beverages	
	Lot 2	Supply of Soda	
	Lot 3	Supply of Bottled Water	
4)	<b>Category A4</b>	<b>Supply of Cigarettes &amp; Tobacco (must provide a valid distribution license)</b>	
5)	<b>Category A5</b>	<b>Supply of Fresh Fruit Juices</b>	
6)	<b>Category A6</b>	<b>Supply of Dry Goods</b>	
1)	<b>Category A7</b>	<b>Supply of Wines and Spirits</b>	

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 deliver and configure the IT Equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3) If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to       N/A       percent of the Contract Price for the due performance of the Contract, in the form prescribed by ..... (National Assembly).
- 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) This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us subject to signing of the Contract by the parties.
- 6) We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 8.2 - PRICE SCHEDULE FOR GOODS

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

### CATEGORY A1: FRUITS AND VEGETABLES

#### LOT 1: Fruits

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
<b>CATEGORY A1</b>	<b>FRUITS AND VEGETABLES</b>					
<b>LOT 1</b>	<b>FRUITS</b>					
1)	Apples- Green / Red	Kg	360	1.5 kg per day		
2)	Avocados	Pcs	4,800	20 pcs per day		
3)	Bananas- Kampala	Bunch	28,800	120 bunch per day		
4)	Bananas- Sweet	Dozen	2,400	10 dozens per day		
5)	Coconut	Pcs	480	2pcs per day		
6)	Grapes- Green / Red	Kg	1,920	8kgs per day		
7)	Grapefruit	Kg	120	0.5kgs per day		
8)	Gooseberries	Kg	120	0.5kgs per day		
9)	Guava	Kg	120	0.5kgs per day		
10)	Kiwi	Kg	120	0.5kgs per day		
11)	Lemons	Kg	1,920	8kg per day		
12)	Lime	Kg	600	2.5kgs per day		
13)	Mangoes- Apple	Kg	960	4kgs per day		
14)	Mangoes- Local	Kg	960	4kgs per day		
15)	Melon- Sweet	Kg	5,760	24kgs per day		
16)	Melon – Water	Kg	24,000	100kgs per day		
17)	Oranges- Imported Seedless	Kg	4,800	20 kgs per day		
18)	Oranges- Local	Kg	1,920	8kgs per day		
19)	Passion Fruit- Black	Kg	960	4kgs per day		
20)	Passion Fruit- Yellow	Kg	480	2kgs per day		
21)	Pawpaw- Export Mountain	Kg	1,200	5kgs per day		
22)	Pawpaw- Local	Kg	7,200	30kgs per day		
23)	Peaches	Kg	480	2kgs per day		
24)	Pears	Kg	480	2kgs per day		
25)	Pineapple- Export	Kg	16,800	70kgs per day		
26)	Pineapple- Local	Kg	14,400	60kgs per day		
27)	Plums	Kg	960	4kgs per day		



a)	GOODS DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL QUANTITY	INDICATIVE PERIODIC QUANTITY	UNIT COST (KSHS.)	ESTIMATED TOTAL ANNUAL COST (KSHS.)
b)	c)	d)	e)	f)	g)=d +f	
<b>CATEGORY A1</b>	<b>FRUITS AND VEGETABLES</b>					
<b>LOT 1</b>	<b>FRUITS</b>					
28)	Strawberries	Kg	960	4kgs per day		
29)	Tangerines	Kg	960	4kgs per day		
30)	Thorn Melon	Kg	960	4kgs per day		
31)	Tree Tomato	Kg	960	4kgs per day		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

### LOT 2: Vegetables

a)	GOODS DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL QUANTITY	INDICATIVE PERIODIC QUANTITY	UNIT COST (KSHS.)	ESTIMATED TOTAL ANNUAL COST (KSHS.)
b)	c)	d)	e)	f)	g)=d +f	
<b>LOT 2</b>	<b>VEGETABLES</b>					
1.	Arrow Roots	Kg	14,400	60kgs per day		
2.	Aubergine	Kg	1,920	8kgs per day		
3.	Baby corn	Kg	120	0.5kgs per day		
4.	Baby marrow	Kg	2,400	10kgs per day		
5.	Basil	Kg	120	0.5kgs per day		
6.	Beans - French	Kg	960	4kgs per day		
7.	Beans - Njahi	Kg	960	4kgs per day		
8.	Beans - Butter	Kg	120	0.5kgs per day		
9.	Beans - Kidney	Kg	960	4kgs per day		
10.	Beetroots	Kg	480	2kgs per day		
11.	Broccoli	Kg	1,200	5kgs per day		
12.	Brussels Sprouts	Kg	120	0.5kgs per day		
13.	Cabbage - White	Kg	24,000	100kgs per day		
14.	Cabbage - Red	Kg	480	2kgs per day		
15.	Cabbage - Chinese	Kg	480	2kgs per day		
16.	Carrots	Kg	3,600	15kgs per day		
17.	Cauliflower	Kg	1,920	8kg per day		
18.	Celery	Kg	360	1.5kg per day		
19.	Chillies	Kg	120	0.5kg per day		
20.	Cow peas - Kunde	Bunch	1,920	8kg per day		

	<b>GOODS DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>INDICATIVE PERIODIC QUANTITY</b>	<b>UNIT COST (KSHS.)</b>	<b>ESTIMATED TOTAL ANNUAL COST (KSHS.)</b>
<b>a)</b>	<b>b)</b>	<b>c)</b>	<b>d)</b>	<b>e)</b>	<b>f)</b>	<b>g)=d *f</b>
21.	Cucumber - English	Kg	360	1.5kg per day		
22.	Cucumber - Local	Kg	960	4kg per day		
23.	Dhania	Kg	3,600	15kg per day		
24.	Ndengu	Kg	960	4kg per day		
25.	Dill	Kg	96	0.4kg per day		
26.	Fennel	Kg	96	0.4kg per day		
27.	Garlic	Kg	1,920	8kg per day		
28.	Ginger	Kg	960	4kg per day		
29.	Lady Fingers (Okra)	Kg	960	4kg per day		
30.	Leeks	Kg	192	0.8kg per day		
31.	Lettuce	Pcs	1,200	5pcs per day		
32.	Managu	Bunch	2,400	10bunch per day		
33.	Matoke	Stalk	192	0.8stalks per day		
34.	Mchicha	Bunch	2,880	12 bunch per day		
35.	Mrenda	Bunch	2,880	12 bunch per day		
36.	Maize - Green	Pcs	19,200	80pcs per day		
37.	Maize – dry	Kg	960	4kg per day		
38.	Mint Leaves	Bunch	960	4bunch per day		
39.	Mushrooms	Kg	720	3kg per day		
40.	Muthokoi	Kg	960	4kg per day		
41.	Onions - Red	Kg	4,800	20kg per day		
42.	Onions - White	Kg	1,920	8kg per day		
43.	Parsley	Bunch	600	2.5bunch per day		
44.	Peas- Garden	Kg	960	4 bunch per day		
45.	Peas -Snow	Kg	96	0.4kg per day		
46.	Pepper - Green	Kg	960	4 kg per day		
47.	Pumpkin leaves	Bunch	1,920	8bunch per day		
48.	Potatoes- Meru	Kg	18,000	75kg per day		
49.	Potatoes - Sweet	Kg	8,400	35kg per day		
50.	Rosemary leaves	Bunch	960	4bunch per day		
51.	Sukumawiki	Bunch	9,600	40bunch per day		
52.	Spinach	Bunch	12,000	50bunch per day		
53.	Terere	Bunch	9,600	40bunch per day		
54.	Tomatoes	Kg	6,000	25kg per day		

	GOODS DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL QUANTITY	INDICATIVE PERIODIC QUANTITY	UNIT COST (KSHS.)	ESTIMATED TOTAL ANNUAL COST (KSHS.)
a)	b)	c)	d)	e)	f)	g)=d +f
55.	Turnips	Kg	1,440	6kg per day		
56.	Thyme	Bunch	96	0.4bunch per day		
57.	Zagefi	Bunch	960	4 bunch per day		
58.	Bread 800g	Grams	960	4grams per day		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

## CATEGORY A2: MEAT AND MEAT PRODUCTS

### LOT 1: Poultry

	GOODS DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL QUANTITY	INDICATIVE PERIODIC QUANTITY	UNIT COST (KSHS.)	ESTIMATED TOTAL ANNUAL COST (KSHS.)
a)	b)	c)	d)	e)	f)	g)=d +f
<b>MEAT &amp; MEAT PRODUCTS</b>						
<b>POULTRY</b>						
1)	Capon	Kg	14,400	300kg per week		
2)	Wings Chicken	Kg	1,440	30kg per week		
3)	Gizzards	Kg	480	10kg per week		
4)	Chicken Drumsticks	Kg	960	20kg per week		
5)	Chicken Legs	Kg	960	20kg per week		
6)	Local Capon ( Kienyeji)	Kg	14,400	300kg per week		
7)	Farm Ducklings	Kg	480	10kg per week		
8)	Eggs	Tray	768	16trays per week		
9)	Spring Chicken (500 gm)	Pc	480	10pcs per week		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

### LOT 2: Fish

	GOODS DESCRIPTION	UNIT OF ISSUE	ESTIMATED ANNUAL QUANTITY	INDICATIVE PERIODIC QUANTITY	UNIT COST (KSHS.)	ESTIMATED TOTAL ANNUAL COST (KSHS.)
a)	b)	c)	d)	e)	f)	g)=d +f
<b>FISH</b>						
1)	Whole Tilapia	Kg	1,920	40kgs per week		
2)	Tilapia Fillets	Kg	1,440	30kgs per week		
3)	King Fish	Kg	480	10kgs per week		
4)	Tuna Fish	Kg	480	10kgs per week		
5)	King Prawns	Kg	240	5kgs per week		
6)	River Trout	Kg	240	5kgs per week		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

## CATEGORY A3: SUPPLY OF ALCOHOLIC BEVERAGES, SODA & BOTTLED WATER

### LOT 1: Supply and delivery of alcoholic beverages

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
<b>BEERS</b>						
1.	Balozi	Crate	48	4 crates per month		
2.	Guinness Kubwa 500ml	Crate	120	10 crates per month		
3.	Guinness Small 330ml	Crate	72	6 crates per month		
4.	Pilsner Lager	Crate	48	4 crates per month		
5.	Smirnoff Black ice	Crate	48	4 crates per month		
6.	Smirnoff Green Apple	Crate	48	4 crates per month		
7.	Guarana	Crate	24	2 crates per month		
8.	Heineken	Crate	48	4 crates per month		
9.	Red Bull	Crate	48	4 crates per month		
10.	Snapp	Crate	48	4 crates per month		
11.	Tusker Cider	Crate	60	5 crates per month		
12.	Tusker Lager	Crate	120	10 crates per month		
13.	Tusker Lite	Crate	48	4 crates per month		
14.	Tusker Malt	Crate	60	5 crates per month		
15.	White Cap Light	Crate	48	4 crates per month		
16.	White Cap Lager	Crate	96	8 crates per month		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

### Lot 2: Supply of Soda

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
1.	Coke CR 24 RB 300ml	Crate	144	12crates per month		
2.	Sprite CR 24 RB 300ml	Crate	144	12 crates per month		

	<b>GOODS DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>INDICATIVE PERIODIC QUANTITY</b>	<b>UNIT COST (KSHS.)</b>	<b>ESTIMATED TOTAL ANNUAL COST (KSHS.)</b>
<b>a)</b>	<b>b)</b>	<b>c)</b>	<b>d)</b>	<b>e)</b>	<b>f)</b>	<b>g)=d +f</b>
3.	Fanta Orange CR 24 RB 300ml	Crate	144	12 crates per month		
4.	Fanta B/Currant CR 24 RB 300ml	Crate	120	10 crates per month		
5.	Fanta P/apple CR 24 RB 300ml	Crate	120	10 crates per month		
6.	Fanta Passion CR 24 RB 300ml	Crate	120	10 crates per month		
7.	Sch Tonic 24 RB 300ml	Crate	60	5 crates per month		
8.	Coke WT Zero S/W 24NP 500ml	Crate	60	5 crates per month		
9.	Sch Ginger Ale 24 RB 300ml	Crate	120	10 crates per month		
10.	Sch S/Water 24 RB 300ml	Crate	60	5 crates per month		
11.	Coke Light 24 RB 500ml	Crate	60	5 crates per month		
12.	Krest Bitter Lemon 300ml	Crate	120	10 crates per month		
13.	Stoney G/Beer I CR2 300ml	Crate	120	10 crates per month		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

### Lot 3: Supply of Bottled water

	<b>GOODS DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>INDICATIVE PERIODIC QUANTITY</b>	<b>UNIT COST (KSHS.)</b>	<b>ESTIMATED TOTAL ANNUAL COST (KSHS.)</b>
<b>a)</b>	<b>b)</b>	<b>c)</b>	<b>d)</b>	<b>e)</b>	<b>f)</b>	<b>g)=d +f</b>
1.	Mineral Water 300ml (Keringet or its approved equivalent)	Carton	6,000	500 cartons per month		
2.	Mineral Water 20lt (Keringet or its approved equivalent)	Bottle	120	10bottles per month		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

### CATEGORY A4: SUPPLY OF CIGARETTES & TOBACCO

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
<b>CIGARETTES AND TOBACCO</b>						
1.	Embassy Lights 10's	Packet	360	30 packets per month		
2.	Embassy Kings 10's	Packet	240	20 packets per month		
3.	Dunhill Switch 10's	Packet	360	30 packets per month		
4.	Dunhill Blend 10's	Packet	240	20 packets per month		
5.	Sportsman 10's	Packet	240	20 packets per month		
6.	Sweet Menthol 10's	Packet	240	20 packets per month		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

### CATEGORY A5: SUPPLY OF CIGARETTES & TOBACCO

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
<b>FRESH FRUIT JUICES</b>						
1)	Mango Juice	Litres	4,800	20 litres per day		
2)	Orange Juice	Litres	2,400	10litres per day		
3)	Passion Fruit Juice	Litres	2,400	10litres per day		
4)	Cocktail Juice	Litres	9,600	40litres per day		
5)	Apple Juice	Litres	4,800	20litres per day		
6)	Sugar Cane Juice	Litres	1,200	5litres per day		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

### CATEGORY A6: SUPPLY OF DRY GOODS

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
<b>DRY GOODS</b>						
1.	Aluminum Foil Paper (45cm*90M)	Roll	360	30 per month		
2.	Baking Powder 500g	Jar	432	36 per month		

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
3.	Beef Cubes (1*45)	Outer	72	6 per month		
4.	Ball String	Roll	48	4 per month		
5.	Brown Sugar 1kg	Packet	60	5 per month		
6.	Bar Soap	Bar	288	24 per month		
7.	Bread Crumbs	Jar	144	12 per month		
8.	Black Pepper 100g	Tin	144	12 per month		
9.	Baked Beans/Beans in Tomato 425g	Tin	144	12 per month		
10.	Corn Oil 3ltrs	Can	864	72 per month		
11.	Chicken Cubes (1*45)	Outer	60	5 per month		
12.	Canderel Sweetener (100's)	Pkt	432	36 per month		
13.	Cocoa Powder	Tin	144	12 per month		
14.	Curry Powder 100g	Tin	72	6 per month		
15.	Croma 10kg	Carton	432	36 per month		
16.	Cooking Chocolate 750g (White & Black)	Bar	72	6 per month		
17.	Cling Film (300m)	Roll	432	36 per month		
18.	Caster Sugar 500g	Packet	144	12 per month		
19.	Chilli Sauce 400g	Bottle	864	72 per month		
20.	Corn Flour Zesta 500g	Packet	432	36 per month		
21.	Coffee Nescafe Classic 200g	Tin	576	48 per month		
22.	Chipsy 17kg	Bucket	192	16 per month		
23.	Cotton Wool 400g	Roll	216	18 per month		
24.	Cornflakes 500g	Packet	72	6 per month		
25.	Cinnamon Powder 100g	Tin	144	12 per month		
26.	Cinnamon Sticks	Packet	144	12 per month		
27.	Cummin Seeds	Packet	144	12 per month		
28.	Cardamon Seeds	Packet	144	12 per month		
29.	Cardamon Powder 100g	Tin	144	12 per month		
30.	Chef's Hats	Pcs	2,400	200 per month		
31.	Coconut Cream	Tin	72	6 per month		
32.	Coconut Milk	Tin	72	6 per month		
33.	Cake Box Small 12/12	Pcs	288	24 per month		
34.	Cake Box Medium 14/14	Pcs	288	24 per month		
35.	Cake Board Small 12/12	Pcs	288	24 per month		

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d *f
36.	Cake Board Medium 14/14	Pcs	288	24 per month		
37.	Drinking Chocolate 400g	Tin	576	48 per month		
38.	Elastoplast 100's	Packet	24	2 per month		
39.	Freezer Bags	Ream	144	12 per month		
40.	Garbage Bags	Ream	144	12 per month		
41.	Ground Ginger Powder 100g	Tin	72	6 per month		
42.	Garam Masala 100g	Tin	72	6 per month		
43.	Glazed Cherries	Packet	72	6 per month		
44.	Grease Proof Paper	Ream	24	2 per month		
45.	Glycerine	Bottle	72	6 per month		
46.	Gherkins	Jar	24	2 per month		
47.	Gelatine 100g	Packet	72	6 per month		
48.	Glucose Syrup 500g	Bottle	72	6 per month		
49.	Hairnets 100's	Packet	24	2 per month		
50.	H.P Sauce 255g	Bottle	144	12 per month		
51.	Honey Satchet (120 Pcs)	Pcs	48,000	4000 per month		
52.	Honey Vitrac 340g	Bottle	576	48 per month		
53.	Icing Sugar KSL 500g	Packet	1,728	144 per month		
54.	Jam Zesta 500g	Tin	144	12 per month		
55.	Ketchup 400g	Bottle	1,008	84 per month		
56.	Loose Sugar 50kg	Kg	2,880	240 per month		
57.	Lea & Perrins 290ml	Bottle	144	12 per month		
58.	Liquid Soap 20ltrs	Can	216	18 per month		
59.	Lunch Box Stryofoam 15/15	Pcs	1,152	96 per month		
60.	Lunch Box Aluminium 15/15	Pcs	1,152	96 per month		
61.	Milo 400g	Tin	576	48 per month		
62.	Maccoroni 400g	Packet	144	12 per month		
63.	Marmalade 500g	Tin	144	12 per month		
64.	Matchbox 10'S	Packet	600	50 per month		
65.	Maize Meal 2kg	Packet	1,728	144 per month		
66.	Mint Mauce 250g	Bottle	72	6 per month		
67.	Oregano 100g	Tin	144	12 per month		
68.	Oyster Sauce 270g	Bottle	786	64 per month		
69.	Olive Oil 1ltr	Bottle	144	12 per month		
70.	Pilau Masala 100g	Tin	72	6 per month		
71.	Poppy Seeds	Packet	24	2 per month		



a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
72.	Panadol 100's	Packet	24	2 per month		
73.	Rice Pishori 1kg	Kg	3,600	300 per month		
74.	Rosemary Leaves 100g	Tin	144	12 per month		
75.	Red Wine Vinegar	Bottle	24	2 per month		
76.	Steelwool 750g	Roll	144	12 per month		
77.	Sugar Satchets 1000's	Carton	864	72 per month		
78.	Soysauce Light 750g	Bottle	384	32 per month		
79.	Soysauce Dark 750g	Bottle	24	2 per month		
80.	Spaghetti Santa Lucia 1kg	Packet	288	24 per month		
81.	Sultanas	Packet	288	24 per month		
82.	Salt Kensalt 1kg	Packet	1,200	100 per month		
83.	Sanitizing Tablets 575g	Packet	144	12 per month		
84.	Serviettes	Packet	4,560	380 per month		
85.	Methylated Spirit 5Ltrs	Can	576	48 per month		
86.	Sweet Corn 425g	Tin	576	48 per month		
87.	Spanish Paprika 100g	Tin	144	12 per month		
88.	Supa Brite	Pcs	1,440	120 per month		
89.	Tabasco 60ml	Tin	288	24 per month		
90.	Tea Bags Tagged 100's	Packet	36,000	3000 per month		
91.	Tea Leaves 500g	Packet	480	40 per month		
92.	Tomato Sauce 700g	Bottle	864	72 per month		
93.	Toothpicks Hygienic Wrapped	Packet	1,728	144 per month		
94.	Tomato Paste 900g	Tin	288	24 per month		
95.	Tumeric Powder 100g	Tin	144	12 per month		
96.	Tropical Sweets	Packet	72	6 per month		
97.	Vanilla Essence	Bottle	288	24 per month		
98.	Vinegar 700ml	Bottle	432	36 per month		
99.	White Pepper 100g	Tin	288	24 per month		
100.	Wheatflour 2kg Exe All Purpose	Packet	4,320	360 per month		
101.	Wimbi flour 1kg	Packet	144	12 per month		
102.	Weetabix 500g	Packet	72	6 per month		
103.	Yeast (Saf-instant) 500g	Packet	144	12 per month		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

## CATEGORY A7: SUPPLY OF WINES AND SPIRITS

a)	b)	c)	d)	e)	f)	g)=d + f
<b>GOODS DESCRIPTION</b>						
<b>UNIT OF ISSUE</b>						
<b>ESTIMATED ANNUAL QUANTITY</b>						
<b>INDICATIVE PERIODIC QUANTITY</b>						
<b>UNIT COST (KSHS.)</b>						
<b>ESTIMATED TOTAL ANNUAL COST (KSHS.)</b>						
<b>CELLAR PRODUCTS</b>						
<b>SPIRITS</b>						
1)	Amarula 750ml	Bottle	288	24 bottles per month		
2)	Angostura bitters	Bottle	36	3 bottles per month		
3)	Bailey's 750ml	Bottle	288	24 bottles per month		
4)	Baron de Valls	Bottle	72	6 bottles per month		
5)	Barcadi	Bottle	144	12 bottles per month		
6)	Bulleit Bourbon 70cl 06*01Gnexport	Bottle	144	12 bottles per month		
7)	Chivas Regal 750ml	Bottle	72	6 bottles per month		
8)	Cardhu 75cl 12y 06*01	Bottle	72	6 bottles per month		
9)	Captain Morgan Jam Rum 1L	Bottle	24	2 bottles per month		
10)	Captain Morgan Spice Gold	Bottle	24	2 bottles per month		
11)	Ciroc Coconut 70Cl	Bottle	24	2 bottles per month		
12)	Ciroc Pineapple 75Cl	Bottle	24	2 bottles per month		
13)	Cragganmore 75cl	Bottle	24	2 bottles per month		
14)	Don Julio Blanco 75CL	Bottle	24	2 bottles per month		
15)	Don Julio Anejo 75cl	Bottle	24	2 bottles per month		
16)	Famous Grouse	Bottle	72	6 bottles per month		
17)	Glenlivet 15YRS	Bottle	144	12 bottles per month		
18)	Glenlivet 12YRS	Bottle	144	12 bottles per month		
19)	Glenkinchie	Bottle	24	2 bottles per month		
20)	Glenfiddich 18YRS	Bottle	288	24 bottles per month		
21)	Glenfiddich 15YRS	Bottle	144	12 bottles per month		
22)	Glenfiddich 12YRS	Bottle	144	12 bottles per month		
23)	Gilbey's Gin	Bottle	144	12 bottles per month		
24)	Gordon's Gin	Bottle	144	12 bottles per month		

	<b>GOODS DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>ESTIMATED ANNUAL QUANTITY</b>	<b>INDICATIVE PERIODIC QUANTITY</b>	<b>UNIT COST (KSHS.)</b>	<b>ESTIMATED TOTAL ANNUAL COST (KSHS.)</b>
<b>a)</b>	<b>b)</b>	<b>c)</b>	<b>d)</b>	<b>e)</b>	<b>f)</b>	<b>g)=d +f</b>
25)	Hennessy VSOP	Bottle	288	24 bottles per month		
26)	Hennessy VS	Bottle	288	24 bottles per month		
27)	Hennessy XO 700ml	Bottle	72	6 bottles per month		
28)	Jameson	Bottle	288	24 bottles per month		
29)	J&B Rare 75cl	Bottle	72	6 bottles per month		
30)	J&B Honey 70cl	Bottle	72	6 bottles per month		
31)	Jack Daniel's 1ltr	Bottle	144	12 bottles per month		
32)	Jack Daniel's Honey	Bottle	144	12 bottles per month		
33)	John Walker Black Label	Bottle	144	12 bottles per month		
34)	John Walker Blue Label 75cl	Bottle	144	12 bottles per month		
35)	John Walker Green Label 75cl	Bottle	144	12 bottles per month		
36)	John Walker Gold Reserve 75cl	Bottle	144	12 bottles per month		
37)	John Walker Red Label	Bottle	144	12 bottles per month		
38)	John Walker Double Black 1ltr	Bottle	144	12 bottles per month		
39)	John Walker Aged 18YRS 75cl	Bottle	72	6 bottles per month		
40)	John Walker Odyssey 75cl	Bottle	24	2 bottles per month		
41)	John Walker Priv Col 70cl	Bottle	72	6 bottles per month		
42)	John Walker King George 75cl	Bottle	72	6 bottles per month		
43)	Ketel One Citroen 75cl	Bottle	72	6 bottles per month		
44)	Ketel One Vodka 75cl	Bottle	72	6 bottles per month		
45)	Lagavulin 16YRS	Bottle	72	6 bottles per month		
46)	Lime Juice	Bottle	72	6 bottles per month		
47)	Myers Rum	Bottle	72	6 bottles per month		
48)	Martel VSOP 700ml	Bottle	144	12 bottles per month		
49)	Martel VS 700 ml	Bottle	144	12 bottles per month		
50)	Malibu	Bottle	144	12 bottles per month		
51)	Martini Rosso	Bottle	72	6 bottles per month		
52)	Martini Bianco	Bottle	72	6 bottles per		

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
				month		
53)	Remmy Martin VSOP	Bottle	144	12 bottles per month		
54)	Sheridans 11	Bottle	72	6 bottles per month		
55)	Smirnoff Red 75cl	Bottle	288	24 bottles per month		
56)	Smirnoff Espresso 70cl	Bottle	72	6 bottles per month		
57)	Smirnoff Gold 70cl	Bottle	72	6 bottles per month		
58)	Smirnoff Vanilla 70cl	Bottle	72	6 bottles per month		
59)	Singleton Downtown	Bottle	72	6 bottles per month		
60)	Singleton Downtown Tailfire	Bottle	72	6 bottles per month		
61)	Simonmsig Pinotage	Bottle	144	12 bottles per month		
62)	Simonmsig Shiraz	Bottle	144	12 bottles per month		
63)	Talisker 10YRS 75cl	Bottle	72	6 bottles per month		
64)	Talisker Storm 70cl	Bottle	72	6 bottles per month		
65)	Tanquery Ten 75cl	Bottle	72	6 bottles per month		
66)	Tanquery Gin 75cl	Bottle	72	6 bottles per month		
67)	Viceroy 750cl	Bottle	288	24 bottles per month		
68)	Zacapa Cent 75cl	Bottle	72	6 bottles per month		
<b>SUB-TOTAL COST</b>						
<b>WINES</b>						
69)	Red Wine Sweet	Cask	288	24per month		
70)	Red Wine Dry	Cask	288	24per month		
71)	White wine Sweet	Cask	216	18 per month		
72)	White wine Dry	Cask	216	18 per month		
73)	Chenin Red Wine	Bottle	72	6 bottles per month		
74)	Chianti Red Wine	Bottle	72	6 bottles per month		
75)	Baroto Red Wine	Bottle	72	6 bottles per month		
76)	Amaron Red Wine	Bottle	72	6 bottles per month		
77)	Bordeaux Red Wine	Bottle	72	6 bottles per month		
78)	Beaujolais Red Wine	Bottle	72	6 bottles per month		

a)	GOODS DESCRIPTION b)	UNIT OF ISSUE c)	ESTIMATED ANNUAL QUANTITY d)	INDICATIVE PERIODIC QUANTITY e)	UNIT COST (KSHS.) f)	ESTIMATED TOTAL ANNUAL COST (KSHS.) g)=d +f
79)	Rioja Merlot	Bottle	72	6 bottles per month		
80)	Pinot Noir Cabarnet Sauvignon	Bottle	72	6 bottles per month		
81)	St Emillion	Bottle	72	6 bottles per month		
82)	Tohu Wine Sweet	Bottle	72	6 bottles per month		
83)	Domaine Sainte Rose	Bottle	72	6 bottles per month		
84)	Oyester Bay Sauvignon Blanc Sweet	Bottle	72	6 bottles per month		
85)	Dawn Star Marlborough White Sweet	Bottle	72	6 bottles per month		
86)	Gato Negro Wine	Bottle	144	12 bottles per month		
87)	Nederburg Wine	Bottle	144	12 bottles per month		
88)	Robertson Red Wine	Bottle	144	12 bottles per month		
89)	Robertson White Wine	Bottle	144	12 bottles per month		
90)	Frontera	Bottle	144	12 bottles per month		
<b>CONSOLIDATED TOTAL COST (KSHS.)</b>						

Signature and Stamp of tenderer \_\_\_\_\_

**Note:**

- a) In case of discrepancy between unit price and total, the unit price shall prevail.
- b) The cost should be inclusive of all applicable taxes and duties.
- c) The items will be considered as per category/lot basis and awarded as separate items.
- d) The technically responsive firm that fulfills the National Assembly qualification requirements and offers the lowest in cost for each category/lot will be considered for award for that specific category/lot.

## 8.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE

**(Must be filled by all applicants or Tenderers' who choose to participate in this tender)**

**Name of Applicant(S)**

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. **Part 2 (d) to part 2(i) must be filled.**

**You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.**

### **Part 1 – General**

Business Name: .....Certificate of  
Incorporation / Registration No. ....Location of  
business premises:

Country .....Physical address .....

Town .....Building.....

Floor.....Plot No. ....

Street / Road .....Postal Address .....

Postal / Country Code.....Telephone No's.....

Fax No's. ....E-mail address .....

Website .....

Contact Person (Full Names) ..... Direct / Mobile No's.....

Title ..... Power of Attorney (**Yes / No**)

If **Yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*)

### **(Applicable to Local Suppliers Only)**

Local Authority	Trading License No.	Expiry	Date
.....	.....	.....	.....
Value	Added		Tax
No.....			

Value of the largest single assignment you have undertaken to date (**US\$/Kshs**)

.....

Was this successfully undertaken? **Yes / No**. ....(If **Yes**, attach reference)

Name (s) of your banker (s) .....

Branches ..... Tel No's. ....

### **Part 2 (a) – Sole Proprietor**

Full names .....

Nationality..... Country of Origin.....

**Part 2 (b) – Partnerships**

Give details of partners as follows:

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

**Part 2 (c) – Registered Company**

Private or public .....

Company Profile ..... (Attach

State the nominal and issued capital of the Company

Nominal KShs .....

Issued KShs .....

List of top ten (10) shareholders and distribution of shareholding in the company.

Give details of all directors as follows: -

<u>Full Names</u>	<u>Nationality</u>	<u>Citizenship Details</u>	<u>Shares</u>
1.....	.....	.....	.....
2.....	.....	.....	.....
3.....	.....	.....	.....
4.....	.....	.....	.....

**Part 2 (d) – Debarment**

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent or corrupt acts with regard to this or any other tender by the National Assembly and any other public or private institutions.

Full Names .....

Signature .....

Dated this .....day of .....2020

In the capacity of .....

Duly authorized to sign Tender for and on behalf of .....

**Part 2 (e) – Criminal Offence**

I/We, (Name (s) of Director (s)): -

a) .....

b) .....

c) .....

have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2020.

Suppliers' / Company's Official Rubber Stamp .....

***Part 2 (f) – Conflict of Interest***

I/We, the undersigned state that I / We have no conflict of interest in relation to this assignment: -

- a) .....
- b) .....
- c) .....
- d) .....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2020

Suppliers' / Company's Official Rubber Stamp.....

***Part 2 (g) – Interest in the Firm:***

Is there any person/persons in the Parliamentary Service Commission or any other public institution who has interest in the Firm? Yes/No ..... (Delete as necessary) Institution .....

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

***Part 2(h) – Experience***

Please list here below similar projects accomplished or companies / clients you have provided with similar services in the last two (2) years.

<b><u>Company Name</u></b>	<b><u>Country</u></b>	<b><u>Contract/ Order No.</u></b>	<b><u>Value</u></b>
1.....	.....	.....	.....



2. ....

3.....

Contact person (Full Names) .....

E-mail address.....

Cell phone no .....

**Part 2(i) – Declaration**

I / We, the undersigned state and declare that the above information is correct and that I / We give the National Assembly authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names .....

Signature.....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of .....2020.

Suppliers' / Company's Official Rubber Stamp .....

## 8.4 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [*date of submission of tender*] for the supply, installation and  
National Assembling of ..... [*name and/or description*  
*of the equipment*] (hereinafter called "the Tender")  
..... KNOW ALL PEOPLE by these presents  
that WE ..... of ..... having our  
registered office at ..... (hereinafter called "the Bank"), are  
bound unto ..... [*name of National Assembly*] (hereinafter called  
"the CLIENT") in the sum of ..... for which payment  
well and truly to be made to the said National Assembly, the Bank binds  
itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank/Insurance Company 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 National Assembly during the period of tender validity: fails or refuses to execute the Contract Form, if required; or fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the National Assembly up to the above amount upon receipt of its first written demand, without the National Assembly having to substantiate its demand, provided that in its demand the National Assembly 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 tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

[*Signature of the bank*]  
(Amend accordingly if provided by Insurance Company)

## 8.5 MANUFACTURER'S AUTHORIZATION FORM

To [name of the National Assembly] .....

WHEREAS ..... [ name of the manufacturer] who are established and reputable manufacturers of ..... [name and/or description of the goods] having factories at ..... [address of factory] do hereby authorize ..... [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... [reference of the Tender] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

[Signature for and on behalf of manufacturer/distributor]

Note: This letter of authority should be on the letterhead of the Manufacturer/authorized distributor and should be signed by a competent a person.

## 8.6 CONTRACT FORM

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*country of Procurement entity*] (hereinafter called "the National Assembly) of the one part and ..... [*name of tenderer*] of ..... [*city and country of tenderer*] (hereinafter called "the tenderer") of the other part;

WHEREAS the National Assembly invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*contract price in words and figures*] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:  
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- a) The bid document by the successful tenderer
- b) The Tender Form and the Price Schedule submitted by the tenderer
- c) The Schedule of Requirements
- d) The Technical Specifications
- e) The General Conditions of Contract
- f) The Special Conditions of contract; and
- g) The National Assembly Notification of Award
- h) The Bidder's letter of acceptance
- i) Acceptable Performance Security

3. In consideration of the payments to be made by the National Assembly to the tenderer as hereinafter mentioned, the tender hereby covenants with the National Assembly to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The National Assembly hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 National Assembly

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

## 8.7 PERFORMANCE SECURITY FORM

To .....  
[name of National Assembly]

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 of goods] (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 figure] 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 you 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 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
[name of bank or financial institution]

\_\_\_\_\_  
[address]

\_\_\_\_\_  
[date]

## APPENDIX A: SAMPLE LETTER OF NOTIFICATION OF AWARD

### THE NATIONAL ASSEMBLY (NA)

M/S  
P. O. Box  
Nairobi

Dear Sir/Madam,

**RE: SUPPLY & DELIVERY OF CATERING GOODS TO THE PARLIAMENTARY CATERING FACILITY (TENDER NO. NA/07/2019-2020)**

Your Bid dated ..... Amounting to Kenya Shillings ..... only for supply and delivery of Category.....

The Contract Documents are in the course of preparation and you will be called to sign them after seven (7No.) days have elapsed from the date of this letter.

The duration of this contract will be for two (2) years from the date of commencement renewable for a further period subject to satisfactory performance and the payment will be as per the Contract.

The ..... is hereby appointed Contract Manager in connection with your contract for the provision of the above services.

Please acknowledge your acceptance of the offer within seven (7) days from the date of this letter and communicate with the Contract Manager immediately and thereafter on all matters relating to the contract.

Yours faithfully,

**CLERK OF THE NATIONAL ASSEMBLY/OFFICER ADMINISTERING,  
PARLIAMENTARY CATERING FUND  
PARLIAMENT OF KENYA**