

**COMMISSION ON REVENUE ALLOCATION**



**TENDER DOCUMENT FOR  
PROVISION OF HOTELS SERVICES**

**(Conferencing, Accommodation and Catering Services)**

**TENDER NO.CRA/PROC /T5/ 2018-2019**

***(OPEN TO 5-STAR, 4-STAR AND 3-STAR HOTELS)***

**FRAMEWORK AGREEMENT (PERIOD 2018 TO 2020)**

**14 RIVERSIDE DRIVE GROSVENOR BUILDING,**

**2<sup>nd</sup> FLOOR**

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**NAIROBI, KENYA**

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**Website: [www.crakenya.org](http://www.crakenya.org)**

**Date Issued: 11<sup>TH</sup> DECEMBER 2018**

**CLOSING DATE: 28<sup>th</sup> DECEMBER 2018 At 12:00 Noon**

## GUIDELINES IN PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; Whether Tender Security is required or not; where and when the tenders should be submitted; and place where tenders will be opened.
2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.
3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

### Checklist of Document Forming the Bid Document:

No.	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers; and section III – General Conditions of the Contract	These Sections remain as they are in the tender document.
2	Copy of Certificate of Incorporation/Business Registration Certificate	
3	Copy of tax compliance certificate valid at least up to the date of tender opening	
4	Financial proposal containing priced schedules. Prices to be quoted inclusive of all taxes	
5	Duly filled and signed Form of Tender in the format provided in the tender document	
6	Dully filled and signed Confidential Business Questionnaire in the form or format provided in the tender document	
7	Bid document to be serialized on all pages by the tenderer	
8	Services are invited from the following cities & towns: Nairobi, Mombasa, Kisumu, Eldoret, Nakuru, Nyeri, Machakos, Naivasha, Nanyuki, Embu, Kisii, Bungoma, Kakamega & Garissa	

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## SECTION I: INVITATION TO TENDER

**Date 11<sup>th</sup> December 2018**

**TENDER REF. NO.: CRA/PROC/T5/2018-2019**

**TENDER NAME: FOR PROVISION OF CONFERENCE, ACCOMODATION AND CATERING FACILITIES TO THE COMMISSION**

The Commission on Revenue Allocation (CRA) invites sealed tenders from eligible candidates for the provision of Conference accommodation and catering facilities to the Commission services for an initial period of one year renewable annually up to a maximum of three years subject to Satisfactory Performance.

Interested eligible candidates may obtain further information from the Commission on Revenue Allocation, 14 Riverside Drive Grosvenor Suite, 2nd Floor Commission's Offices (Procurement Office) during normal working hours.

A complete set of tender documents in English Language with full services can be obtained from CRA offices second floor – Procurement Office, upon payment of non-refundable fee of Kenya Shillings One Thousand (**Kshs. 1000**) However, the same can also be viewed and downloaded free of charge from the websites [www.crakenya.org](http://www.crakenya.org) or <http://supplier.treasury.go.ke>.

Bidders who download documents from the website should send a notification email to [info@crakenya.org](mailto:info@crakenya.org) for intention to participate.

Completed tender documents are to be enclosed in plain sealed envelopes clearly labelled “**PROVISION OF CONFERENCE AND ACCOMODATION FACILITIES**

**CRA/PROC/T5/2018-2019** and be deposited in the Tender Box at **Commission on Revenue Allocation, 14 Riverside Drive, Grosvenor Suite, 2<sup>nd</sup>** Floor reception or by post to the address below:

**The Commission Secretary /CEO  
Commission on Revenue Allocation  
P. O. Box 1310 - 00100,  
NAIROBI.**

So as to be received on or before **12.00 noon** local time on **28<sup>th</sup> December 2018**

Tenders will be opened immediately after the deadline of tender submission in the presence of the Candidates or their representatives who choose to attend at **Commission on Revenue Allocation, 14 Riverside Drive Grosvenor Suite, main boardroom**

Any additional information, addendums or clarifications in respect to this tender will be available in our CRA website [www.crakenya.org](http://www.crakenya.org). All bidders are advised to regularly check the website during the bidding period. CRA reserves the right to accept any tender without giving reasons thereof and does not bind itself to accept the lowest or any tender. Canvassing for the tender by the Tenderer or by proxy shall lead to automatic disqualification of their tender.

**The Commission Secretary/CEO**

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

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods and services by the intended completion dates specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially- recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed KShs. 1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set criteria shall be prequalified.

## **2.4. The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract (v)  
Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (Viii) Contract Form
- (ix) Confidential Business Questionnaire

2.4.2 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.

## **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity 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.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that 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.

## **2.8 Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods and services it proposes to supply under the contract.

- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 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.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
  - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.



## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 No tender security is required.

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph

2.13 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.

## **2.16 Format and Signing of Tender**

2.16.1 The Procuring entity 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.

2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

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

2.17.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” **28<sup>th</sup> December 2018 12:00 noon**

2.17.3 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”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **28<sup>th</sup> December 2018 at 12:00noon**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which

case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 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 2.14.8
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

- 2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at (the place specified in the invitation to tender). The tenderers' representatives who are present shall sign a register evidencing their attendance
- 2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.3 The Procuring entity will prepare minutes of the tender opening. **2.21**

## **Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.24 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya

## **2.24 Evaluation and Comparison of Tenders**

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

## **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

## **2.27 Award of Contract**

### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, the Procuring entity 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.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) 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.

### **(c) Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods/services originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

### **(d) Procuring Entity's Right to Accept or Reject any or all Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without

thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

## **2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

## **2.30 Performance Security**

No performance security is required

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The eligible tenderers are hotels dealing in the provision of Conference, Accommodation and Catering Services.
2.3.2	The tender document can be downloaded Free of Charge from the Commission’s website or a hard copy of the same can be obtained at CRA offices upon payment of non-refundable fee of Kshs. 1000
2.10.3	The prices quoted shall be fixed for a period of one year.
2.11.1	All Prices to be quoted in Kenya Shillings.
2.15.1	Tender shall remain valid for <b>120 days</b> after the date of tender opening.
2.16.1	One “ <b>ORIGINAL TENDER DOCUMENT</b> ” and a “ <b>COPY</b> ” will be submitted.
2.17.2(b)	The outer envelopes shall bear the tender number and address in the Invitation to Tender and the words “ <b>DO NOT OPEN BEFORE 28<sup>th</sup> December at 12.00 noon.</b> ”
2.18.1	Tenders to be received not later than <b>28<sup>th</sup> December 2018 12:00noon</b>
2.20.1	The place of opening is as indicated in the letter of invitation to Tender.
2.30.1	No Performance security shall be required



## 2.27 Evaluation criteria

The received tenders will be evaluated in three stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements
2. Stage 2: Technical Evaluation
3. Stage 3: The Financial Evaluation
4. Stage 4: Post qualification (Due Diligence)
5. Stage 5: Conclusion/recommendations

### Stage 1: Mandatory Requirements (MR)

The following Mandatory Requirements must be met notwithstanding other requirements in the document:

No	Requirements	Tenderers Response
MR 1	Provide a copy of the company's Certificate of Incorporation/Business Registration Certificate	
MR 2	Provide copy of the company's current Tax Compliance issued by Kenya Revenue Authority (KRA) valid up-to at least the date of tender opening	
MR 3	Provide Confidential Business Questionnaire as provided in the Tender Document	
MR 5	Must submit certificate of compliance from National Hospital Insurance Fund(NHIF) OR evidence of remittance of Employees NHIF contribution in the past three months	
MR 6	Attach valid NSSF Compliance certificate OR evidence of remittance of Employees NSSF contribution in the past two Months	
MR 7	Valid copy of current Business Permit from the County of Origin	
MR 8	Past litigation and arbitration incidences encountered by the firms in the last three years, if any must be enumerated if none indicate absence.	
MR 9	Serialization of all your copies of the bid documents. This may be done in a format of 1,2,3,4,5 ..... up to the last page. <b>NB: <i>Ensure that all pages of the bid documents including attachments are serialized in a continuous manner from the 1<sup>st</sup> page to the last page</i></b>	

Bidders complying with all the above requirements will proceed to the second stage of technical evaluation. Bidders who do not qualify at this stage will **NOT** proceed to the next stage of evaluation.

### Stage 2: Technical Evaluation

	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max Score %</b>	<b>Tenderer's Response</b>
T1	<b>Experience</b> Evidence of experience in similar assignments for at least 5 Public Entity clients in the past 5 years demonstrated by LPOs, LSOs or contracts, or award letters.	<ul style="list-style-type: none"> <li>Each Public Entity client in the last 5 years scores 6 marks up to a maximum of five (5) Clients</li> </ul>	<b>30</b>	
T2	<b>Establishment</b> Number of years in business of hospitality/hotel management (Attach Evidence e.g Certificate of incorporation)	<ul style="list-style-type: none"> <li>5 years and above (10)</li> <li>4 years (5)</li> <li>3 years (3)</li> <li>2 years (2)</li> <li>1 Years or less (1)</li> </ul>	<b>10</b>	
T3	<b>Reputation</b> Proof of satisfactory service – letters of reference from five (5) major client, summary of services rendered, value of contract and contact persons, address and telephone numbers for each confirmed two (2) marks	Each satisfied client confirmed scores two (2) marks up to a maximum of five (5) clients	<b>10</b>	
T4	<b>Physical Facilities:</b> Provide details of physical address and contacts – attach evidence	Evidence of physical location premises, address contacts with copy of either lease document, business permit or otherwise showing location	<b>5</b>	
T5	<b>Company profile/fact sheet</b> Provide printed brochures and detailed services provided by the hotel.	Provision of brochures, profiles, clarity of services provided (4marks)	<b>4</b>	
T6	<b>Quality Certificate</b> – Star rating accredited by relevant body and or other similar certificates, accreditations, awards and citations received by the bidder (6 marks)	Document showing star rating (2 marks) Other relevant accreditations/awards received - two (2) – 4 marks One (1) – 2 marks None – Zero	<b>6</b>	

	<b>Evaluation Attribute</b>	<b>Weighting Score</b>	<b>Max Score %</b>	<b>Tenderer's Response</b>
T7	<b>Managerial and Key Personnel Competence</b>  3 Managerial staff	<ul style="list-style-type: none"> <li>• Provide 3 CVs Manager &amp; 2 technical staff with details of relevant experience,</li> <li>• Academic/Professional qualifications or accreditations e.g degree, diploma in hospitality/hotel management food &amp; beverage, executive chefs (10 marks)</li> <li>• Experience in hospitality, catering, hotel management or related – 5-10 years – (3 marks)</li> <li>• 2-5 years any two staff – (2 mark)</li> <li>• Below – zero</li> </ul>	<b>15</b>	
T8	<b>Adherence to minimum wages</b>	Letter of compliance issued by Ministry of Labor showing adherence to minimum wages as per Government Guidelines	<b>3</b>	
T9	<b>Insurance Cover</b> Provide evidence of insurance cover for the premises and staff (WIBA)	<ul style="list-style-type: none"> <li>• Evidence of both or more policies – 5 marks</li> <li>• One policy – 3 marks</li> <li>• No evidence or no policy will earn zero marks</li> </ul>	<b>5</b>	
T10	<b>Certificate from DOSHS</b>	Registration of work place certificate from DOSHS (Directorate of Occupational Safety and Health)	<b>2</b>	
T11	<b>Health Clearance Certificate</b>	Copy of current Health Clearance Certificate for the last three Months	<b>2</b>	
T12	<b>Health Certificates for food handlers</b>	Attach current Health Certificates from your respective Counties for at least four cooks /chef/food handlers – each certificate one score	<b>3</b>	
	<b>Total</b>		<b>100</b>	

Bidders scoring a total of **70%** and above at stage 2 will proceed to the final stage of financial evaluation and be considered for registration under a framework contract.

### Stage 3: FINANCIAL EVALUATION

The financial proposals for bidder scoring a total of 70% and above in stage two will be examined for services listed below as applicable to rate of tenderer's hotel.

	<b>TYPE OF HOTEL</b>	<b>NAME OF HOTEL FOR THE RESPECTIVE STAR HOTEL AND LOCATION</b>	<b>DESCRIPTION</b>	<b>SERVICE DESCRIPTION</b>	<b>INDICATE ROOM CAPACITY / EQUIPMENT CAPACITY AS APPLICABLE</b>	<b>AMOUNT IN KSHS. RATE PER PERSON PER DAY FOR ACCOMODATION AND RATE PER DAY FOR CONFERENCE FACILITIES EQUIPMENTS</b>
1	<b>FIVE STAR HOTEL</b>		<b>Standard Room Single occupancy</b>	Full Board		
				Half Board		
				Bed and Breakfast		
				Full day Conferencing Package		
				Half day conferencing Package		
			<b>Conference Equipment /Facilities</b>	Hire of LCD Projector		
		Hire of Public Address (PA) System				
		Hire of breakout rooms				
		Hire of table mics				
		Hire of HDMI &VGA Cables				
		Hire of Plasma Screens 42" 45" & 65"				
		Hire of Lapel mics				
			<b>Banquet Dinner</b>	Hosting of banquet dinners		
			<b>Buffet lunch/dinner</b>	Standard average menu		
		<b>Full breakfast</b>	Set Menu with Beverage			

	<b>TYPE OF HOTEL</b>	<b>NAME OF HOTEL FOR THE RESPECTIVE STAR HOTEL AND LOCATION</b>	<b>DESCRIPTION</b>	<b>SERVICE DESCRIPTION</b>	<b>INDICATE ROOM CAPACITY / EQUIPMENT CAPACITY AS APPLICABLE</b>	<b>AMOUNT IN KSHS. RATE PER PERSON PER DAY FOR ACCOMODATION AND RATE PER DAY FOR CONFERENCE FACILITIES EQUIPMENT</b>
2	<b>FOURSTAR HOTEL</b>		<b>Standard Room Single occupancy</b>	Full Board		
				Half Board		
				Bed and Breakfast		
				Full day Conferencing Package		
				Half day conferencing Package		
			<b>Conference Equipment /Facilities</b>	Hire of LCD Projector		
				Hire of Public Address (PA) System		
				Hire of breakout rooms		
				Hire of table mics		
				Hire of HDMI &VGA Cables		
				Hire of Plasma Screens 42" 45" & 65"		
				Hire of Lapel mics		
			<b>Banquet Dinner</b>	Hosting of banquet dinners		
			<b>Buffet lunch/dinner</b>	Standard average menu		
			<b>Full breakfast</b>	Set Menu with Beverage		

	<b>TYPE OF HOTEL</b>	<b>NAME OF HOTEL FOR THE RESPECTIVE STAR HOTEL AND LOCATION</b>	<b>DESCRIPTION</b>	<b>SERVICE DESCRIPTION</b>	<b>INDICATE ROOM CAPACITY / EQUIPMENT CAPACITY AS APPLICABLE</b>	<b>AMOUNT IN KSHS. RATE PER PERSON PER DAY FOR ACCOMODATION AND RATE PER DAY FOR CONFERENCE FACILITIES EQUIPMENT</b>
3	<b>THREE STAR HOTEL</b>		<b>Standard Room Single occupancy</b>	Full Board		
				Half Board		
				Bed and Breakfast		
				Full day Conferencing Package		
				Half day conferencing Package		
			<b>Conference Equipment /Facilities</b>	Hire of LCD Projector		
				Hire of Public Address (PA) System		
				Hire of breakout rooms		
				Hire of table mics		
				Hire of HDMI &VGA Cables		
				Hire of Plasma Screens 42"45" & 65"		
				Hire of Lapel mics		
			<b>Banquet Dinner</b>	Hosting of banquet dinners		
			<b>Buffet lunch/dinner</b>	Standard average menu		
			<b>Full Breakfast</b>	Set Menu with Beverage		

## **SCHEDULE OF REQUIREMENTS FOR OUTSIDE CATERING (on need basis)**

<b>NO.</b>	<b>ITEM DESCRIPTION</b>	<b>Rate (Kshs) inclusive of taxes</b>
1.	Full breakfast package	
2.	10 o'clock tea with snacks	
3.	Full day conference package	
4.	Half day conference package	

The award shall be given to all the responsive firms for all the services quoted for as a **Framework Agreement** to bidders that **meet the set criteria**.

### **Stage 4: POST QUALIFICATION (DUE DILIGENCE)**

The Commission on Revenue Allocation will determine to its satisfaction whether the selected tenderers having submitted responsive bids will qualify to perform the contract satisfactorily by carrying out a due diligence visit as required.

The tenderers that will meet ALL the set criteria and satisfy the requirements of stage 4 above (as applicable) will enter into a framework Agreement with the Commission on Revenue Allocation for a period of two years on an "As and When Required Basis".

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

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated: -

- (a) “The Contract” means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **3.5 Use of Contract Documents and Information**

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



- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

- 3.6.1 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 Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

- 3.7.1 No performance security required.

### **3.8 Inspection and Tests**

- 3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods 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.
- 3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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.
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

- 3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

- 3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

- 3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

- 3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract
- 3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

- 3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.
- 3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

- 3.14.1 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

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 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 deliver any or all of the goods 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

3.16.2 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, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 adjudication in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### 3.20 Force Majeure

3.20.1 The tenderer 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.

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

Special conditions of contract as relates to the GCC

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

	<b>Special conditions of contract</b>
3.1 (b)	The contract price will be in Kenya Shillings
3.1 (c)	The services to be supplied is a Two-year framework contract for Provision of Hotel Conference, Accommodation and Catering Facilities for the Commission on Revenue Allocation
3.1 (d)	The procuring entity is <b>Commission on Revenue Allocation, P. O. Box 1310-00200 NAIROBI</b>
3.7	No performance security shall be required for this tender
3.10	a) Delivery of the services shall be made by the bidder at sites designated in the Contract for CRA Offices. b) Upon delivery of the services, the bidder shall notify the Office and forward the following documents to the Office: (i) Copies of the supplier invoice showing services rendered and total amount as per contract.
3.12	The method and conditions of payment to the bidder under this contract shall be as follows: <ul style="list-style-type: none"><li>• payment for the goods/services shall be made in Kenya shillings upon certified deliveries there shall be no advance payment under this contract</li><li>• Payment will be made by the Office, within thirty (30) days after submission of an invoice and a statement or claim by the bidder.</li></ul>
3.13.1	No price adjustments will be allowed unless under exceptional circumstances and upon approval by the Office
3.18	If both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred to a court of law
3.19	The laws of Kenya shall apply

**SECTION V: SCHEDULE OF REQUIREMENTS AND PRICES – PLEASE INDICATE THE STAR RATING OF YOUR HOTEL/S AS APPLICABLE**

TYPE OF HOTEL	NAME OF HOTEL FOR THE RESPECTIVE STAR HOTEL AND LOCATION	DESCRIPTION	SERVICE DESCRIPTION	INDICATE ROOM CAPACITY / EQUIPMENT CAPACITY AS APPLICABLE	AMOUNT IN KSHS. RATE PER PERSON PER DAY FOR ACCOMODATION AND RATE PER DAY FOR CONFERENCE FACILITIES EQUIPMENT
(INDICATE)  STAR RATING OF HOTEL		<b>Standard Room Single occupancy</b>	Full Board		
			Half Board		
			Bed and Breakfast		
			Full day conferencing per person		
			Half day conferencing per person		
		<b>Conference Equipment /Facilities</b>	Hire of Projector and Screen		
		<b>Conference Equipment /Facilities</b>	Hire of Public Address (PA) System		
		<b>Conference Equipment /Facilities</b>	Hire of breakout rooms		
		<b>Conference Equipment /Facilities</b>	Hire of Table mics		
		<b>Conference Equipment /Facilities</b>	Hire of Lapel mics		
		<b>Banquet dinner</b>	Banquet dinner		
		<b>Hosting of lunch/ Dinner – Buffet</b>	Standard average menu		
		<b>Hosting of Breakfast</b>	Set Menu with Beverage		

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

Stamp \_\_\_\_\_

**SECTION VI: TECHNICAL SPECIFICATIONS**

The Commission on Revenue Allocation requires the services of accommodation, conference facilities and related services in the following towns and cities: **NAIROBI, MOMBASA, KISUMU, ELDORET, NAKURU, NYERI, MACHAKOS, NAIVASHA, EMBU, KISII, GARISSA, KAKAMEGA, BUNGOMA & NANYUKI.**

**INDICATE:**

**Town:** ..... **County**.....

**NB: Please provide proof of classification of each hotel.**

The Office periodically holds the following events in the Main Head Office, Branches & Currency Centers:

- 1. Conferences
- 2. Retreats
- 3. Workshops,
- 4. Dinners
- 5. Lunches
- 6. Breakfast Meetings

In this regard, the Office wishes to enter **into a Framework Agreement** with Hotels of 5<sup>th</sup>- 3<sup>rd</sup> star rating for a period of **two years** for the services listed above **using unit rates quoted** on an “As and **When Required Basis**”

All tenderers should indicate:

- 1. Town
- 2. County
- 3. Classification of the Hotel
- 4. Rates per unit of service
- 5. Accommodation – Capacity of facility (Total number of rooms)
- 6. Conference Facilities – Maximum holding of conference rooms

## **Operational Responsibilities for the catering services**

Subject to the terms and conditions of any Agreement resulting from this tender and any other instructions that may be communicated to the Caterer by The Commission on Revenue Allocation, the caterer shall have the following operational responsibilities: -

- To ensure a high standard of work, dress and behavior of the staff
- To provide the employees with appropriate uniforms including in the case of kitchen staff headwear to be worn always while on duty
- To comply with all laws, by-laws or regulations from time to time in force and governing the operation of their business and employment of the staff
- Deploy such number of qualified persons (“staff”) as are required to the satisfaction of The Commission
- The staff shall always be employees of the caterer who shall be liable to such staff for their wages, salaries, allowances etc.
- The caterer shall ensure full compliance with all food hygiene, health and safety related by-laws and regulations and place restriction on the employment and deployment of any person likely to spread disease.
- The caterer shall ensure that always good personal hygiene, discipline and courtesy are maintained by the staff. The caterer shall conduct or facilitate access to regular training for staff to ensure that the highest standards of service and discipline are maintained.
- If at any time The Commission is not satisfied with the work product of, or work ethic of any staff member it shall notify the caterer of its disapproval and the caterer shall immediately withdraw such staff member and replace him/her with a qualified and disciplined person

## SECTION VII - STANDARD FORMS

### Notes on the standard Forms

1. **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.
2. **Price Schedule Form** - The price schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
5. Self-declaration forms for debarment in participation in public procurement and anti-corruption/fraudulent activities
6. Litigation history form



**7.1 FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. CRA/T5/2018-2019

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

\_\_\_\_\_

*[Name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. .... the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, Assets Tag Labels 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 deliver install and commission the 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 \_\_\_\_\_ 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. 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 \_\_\_\_\_

## 7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

### Part 1 – General:

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

1.	Part 2 (a) – Sole Proprietor																									
	Your name in full ..... Age ..... Nationality ..... Country of origin..... <input type="checkbox"/> Citizenship details																									
2.	Part 2 (b) Partnership																									
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 30%; text-align: center;">Name</th> <th style="width: 20%; text-align: center;">Nationality</th> <th style="width: 20%; text-align: center;">Shares</th> <th style="width: 10%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="vertical-align: top;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="vertical-align: top;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="vertical-align: top;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Shares	Citizenship Details	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
	Name	Nationality	Shares	Citizenship Details																						
1.	.....	.....	.....	.....																						
2.	.....	.....	.....	.....																						
3.	.....	.....	.....	.....																						
4.	.....	.....	.....	.....																						

3.	Part 2 (c) – Registered Company						
	Private or Public ..... State the nominal and issued capital of company- Nominal Kshs. ..... Issued Kshs. ..... Given details of all directors as follows						
	<table style="width: 100%; border: none;"> <tr> <td style="width: 30%; text-align: center;">Name</td> <td style="width: 30%; text-align: center;">Nationality</td> <td style="width: 40%; text-align: center;">Citizenship Details</td> </tr> <tr> <td></td> <td style="text-align: center;">Shares</td> <td></td> </tr> </table>	Name	Nationality	Citizenship Details		Shares	
Name	Nationality	Citizenship Details					
	Shares						
	1..... ... 2..... 3..... 4..... 5.....						
	Date ..... Signature of Candidate.....						

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

**7.3 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ between COMMISSION ON REVENUE ALLOCATION] (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 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 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 tender hereby covenants with the Procuring entity to provide the goods 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 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 Procuring entity

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

presence of \_\_\_\_\_

**SELF-DECLARATION FORM**

**ANTI-CORRUPTION DECLARATION**

We (*insert the name of the company / supplier*) -----  
----- declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply –  
a) The person shall be disqualified from entering into a contract for the procurement; or  
b) If a contract has already been entered into with the person, the contract shall be voidable at the option of CRA.  
c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That CRA may have.

Name .....Signature.....Date .....

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (*insert the name of the company / supplier*) -----  
-----  
--declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name .....Signature..... Date .....

Company Seal / Business Stamp

**NON - DEBARMENT DECLARATION**

We (*insert the name of the company / supplier*) -----  
-----  
--declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name .....Signature..... Date .....

Company Seal / Business Stamp

**LITIGATION AND ARBITRATION HISTORY FORM**

Firms, including each of the partners of a joint venture, must provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture.

Firms not involved in any litigation or arbitration proceedings must declare.

Name of Firm or Partner of a joint venture  
 .....

Year	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current,value, Kshs.)

I certify that the above information is correct.

Name:  
 .....

.....  
*Title*

.....  
*Signature*

.....  
*Date*