

EMBU COUNTY GOVERNMENT



PROVISION OF CATERING SERVICES AND HOTEL CONFERENCE FACILITY.

TENDER NO: EBU/CNT/T/ADM/01-2025/2026

TENDER DOCUMENT

INVITATION DATE: 18TH NOVEMBER, 2025

To:

From: EMBU COUNTY GOVERNMENT, P.O. Box 36-60100 Embu

DESCRIPTION: PROVISION OF CATERING SERVICES AND HOTEL CONFERENCE FACILITY

TENDER NO: EBU/CNT/Q/ADM/01-2025/2026

EMBU COUNTY GOVERNMENT intends to procure the above-mentioned services under the above-mentioned tender reference number in the **Department of Administration**.

You are required to follow all the instructions as contained in the tender document. Further information for this tender may be obtained from the procurement offices during normal working hours. The suppliers will access the Bid Documents through Embu County Government website: www.embu.go.ke

Suppliers are required to submit the fully filled tender documents which are to be enclosed in plain sealed envelopes marked with the tender name and Number and deposited in the tender box next to county procurement block Embu County Government Headquarters on or before **26th November, 2025 at 12 noon**.

a) Preliminary/Mandatory Requirements

1. Valid current year Tax Compliance
2. Incorporation/Registration certificate
3. Fill the attached S33 form (Business questionnaire), **dated and signed**
4. Fill the attached form of Form of tender in the format provided, **dated and signed**
5. Fill the schedule of requirements
6. Systematic numeric serialization
7. Fill the provided form- Disclosure of Interest
8. Fill the provided form- Certificate of independent quotation determination
9. Fill the provided form -Self-Declaration Form

NB: ANY BIDDER WHO FAILS IN ANY OF THE ABOVE REQUIREMENTS WILL BE DISQUALIFIED HENCE WON'T BE SUBJECTED TO FINANCIAL EVALUATION

b) FINANCIAL CRITERIA

1. The quoted price shall be within the provided budget
2. The quoted prices shall be within the prevailing market price
3. The **ERROR** between the quoted price and the prices of the prevailing market shall not be material. Prices quoted shall be net inclusive of all taxes, must be in Kenya Shilling and shall remain **valid for 120 days** from the closing date of Quotation opening.

PART 1: INSTRUCTIONS TO TENDERERS:

1. **Tenderers are advised to read carefully** these instructions and the Conditions of Contract before preparing the tender. The standard forms in this tender may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term tender herein shall mean the tender submitted as usually understood in public procurement.
2. **Validity of tenders:** The quotation will be held valid for **120 days** from the date of submission.
3. **Opening of tenders:** Tenders will be opened on **26th November, 2025** at **12 noon** in the presence of the tenders or their representatives who may choose to attend.
4. **Tenderer Eligibility:** Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover all the preliminary requirements stated below. The Tenderer shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
5. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
6. **Alternative tenders:** Tenderers **are not permitted** to submit alternative tenders for services.
7. **Currency:** Quotations shall be priced in Kenya Shillings. The Procuring Entity shall not allow quotations in foreign currency.
8. **Evaluation of tenders:** The evaluation of tenders will be conducted using the procedure set out below:
9. **Lowest Evaluated tenders:** The lowest responsive evaluated quotation shall be recommended for award of contract.
10. **Award of contract:** Award of contract shall be by placement of award letter, a Letter of Acceptance or Local Purchase Order: The currency of award and payment shall be in **Kenyan Shilling**. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
11. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUALIFICATION DOCUMENTS

Instructions to Tenderer: Tenderer must complete and submit as part of the Form of tender.

- (i) Form For Disclosure Of Interest
- (ii) Certificate Of Independent Quotation Determination
- (iii) Self-Declaration Form

FORM OF TENDER [To be completed by Tenderer]

Quotation Addressed to (Procuring Entity)	
Date of Tender	
Tender Reference Number:	
Subject of tender	

1. We have examined and have no reservations to the tender document, and understand its full content and intent.
2. In compliance with your tender dated:, referenced above, we offer
to
..... to cover and conform to our pricing listed in the
price schedule at a total price of Kenya Shilling
..... (in words) Kshs: (In figures) **for full board per pax**
And
Kenya Shilling
.....(in words) Kshs: (In figures) for
conference facility.
3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Instructions to Tenderers.
4. We undertake to adhere by the Code of Ethical Conduct for Suppliers during the procurement process and the execution of any resulting contract.
5. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
6. The validity period of our tender is: days from the time and date of the

submission deadline (*number to be same as in the instructions to Tenderers*).

7. We confirm we are not submitting any other tender as an individual or firm, and we are not participating in any other tender as a Joint Venture member or as a subcontractor.
8. We, along service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
10. We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Quotation Determination” attached below.
11. We, the Tenderer, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery period offered is: days from date of acceptance of tender. The warranty period offered isweeks.

Quotation Authorized by:

Name:

Designation:

Signature:

Date:

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

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin
 • Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public
 State the nominal and issued capital of company-
 Nominal Kshs.
 Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....
2.....
3.....
4.....
5.....

Date Signature of Candidate

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

- i) **FORM FOR DISCLOSURE OF INTEREST** - Interest of the Firm in the Procuring Entity. Are there any person/persons in **Embu County Government** who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			

- i) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the tender document or specifications of the Contract, and/or the tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract?		

- ii) Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name:

.....
(Signature)

.....
(Date)

iii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the
..... [Name of Procuring Entity] for:
..... [Name and
number of tender] in response to the request for tenders made by:
..... [Name of Tenderer] do hereby make the following statements
that I certify to be true and complete in every respect:

I certify, on behalf of [Name of
Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a quotation in response to this tender;
 - b) Could potentially submit a quotation in response to this tender based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) Prices;
 - b) Methods, factors or formulas used to calculate prices;
 - c) The intention or decision to submit, or not to submit, a quotation; or
 - d) The submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the supplies to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name: Title:

Signature: Date:

[Name, title and signature of authorized agent of Tenderer and Date]

iv) SELF-DECLARATION FORM

We, the Tenderer (*insert name*) submitting our Quotation in respect of Quotation No:for
..... (*insert quotation Title Description*) for..... (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any suppliers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above tender:

- a) Have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above tender as defined and/or described in the following:
 - i) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - ii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iii) Any such other Acts or Regulations of Government of Kenya;
- b) Have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of
(*name of the procuring entity*);
- c) Have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;
- d) Have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: [*Insert complete name of tenderer signing the quotation*]

Name of the person duly authorized to sign the quotation on behalf of the Tenderer:

.....

Title of the person signing the Quotation:

Signature of the person named above:

Date:

PART 3: CONTRACT

CONTRACT AGREEMENT

- (1) THIS CONTRACT AGREEMENT is made on day of 20..... Between *[Insert complete name of Procuring Entity]*, and having its principal place of Business at *[Insert address of Procuring Entity]* and *[Insert name of Supplier]*, and having its principal place of business at *[Insert address of Supplier]*.
- (2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/ described in Table B, i.e. *[insert brief description of Goods]* and has accepted a Quotation by the Tenderer in the sum of Kenya shillings: *[insert Contract Price in words]* Kshs. *[figures]* (hereinafter called “the Contract Price”).
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
1. This Contract Agreement includes the following documents:
 - (a) PRICE SCHEDULE TABLE
 - (b) FORM OF TENDER
 - (c) Conditions of Contract
 2. In consideration of the payments to be made by the Procuring Entity to the *Supplier* as hereinafter mentioned, the *Supplier* 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.
 3. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision 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.
- (4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed:
Designation:
In the presence of:

For and on behalf of the Supplier

Signed:
Designation:
In the presence of:

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier Responsibilities

The Supplier shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by the Supplier under the Contract shall not vary from the prices quoted by the Supplier and shall be inclusive of all taxes in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.

9. Inspections and Tests

The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

Price schedule

No	Description	Units	Total cost
1.	Full board facility	Pax	
2.	Conference facility	pax	

Name of supplier:

Address:

Authorized signature: Date: