
INVITATION TO BID (ITB) No. N_188_2020_KEN

FRAMEWORK AGREEMENT FOR OUTSIDE CATERING SERVICES

Date: 13th January 2020

Dear Sir/Madam,

You are kindly requested to submit your bid, for services described in this ITB.

Bidders requesting clarification on provisions stipulated in this ITB shall communicate those in writing to tenders@idlo.int not later than 72 hours prior to the deadline for submission of bids. The requests for clarification should have “**Request for clarifications for ITB No. N_188_2020_KEN**” mentioned in the subject.

By submitting a bid in response to this information, bidders are confirming acceptance of IDLO's General terms and conditions and payment policy of within 30 days after delivery of service on presentation of complete and correct invoice.

This ITB is comprised of:

Instructions to bidders	
Terms of Reference/Technical Specifications	: Annex A
Bid Submission Form	: Annex B
Price Schedule	: Annex C
IDLO Special Conditions of Contract	: Annex D
IDLO General Terms and Conditions for the Procurement of Services	: Annex E
Supplier Code of Conduct	: Annex F

Bids shall be submitted to the following secure e-mail address: tenders@idlo.int no later than **4th February 2020, midday Kenyan time**. The prices will remain unchanged during the period of contract implementation.

Email should have “**Bid for ITB No. N_188_2020_KEN**” mentioned in the subject line.

Bids shall not exceed 20MB in size.



Instructions to Bidders:

Qualification Requirements	<p>Bidders are required to submit the following documents to ascertain their qualification:</p> <ul style="list-style-type: none">a) Certificate of Registrationb) Valid Tax Compliance Certificatec) Proof of valid food & hygiene operating licensed) Proof/ Certificate of food handling for main kitchen employees and food handlerse) Proof of minimum one (2) year contract of similar nature with UN Agencies, NGOs/INGOs, Embassies or multinational Corporate Entities indicating contactable references for verificationf) Submit physical address and contact details of office location and be willing to allow IDLO conduct a site inspection of the catering premises if requiredg) Annexes B & C duly filled, signed and stampedh) Only bids with validity period of 90 days will be consideredi) Submit copy of current Public health clearance certificate for company <p>Failure to submit the required documentation above will result in disqualification from the bidding process</p>
Determination of Bids Responsiveness	<p>Prior to the detailed evaluation of bids, IDLO shall determine whether each bid</p> <ul style="list-style-type: none">a) has been properly signed;b) is substantially responsive to the requirements.
Bid Errors & correction	<p>Bids determined to be substantially responsive shall be checked by the IDLO for any arithmetic errors. Errors shall be corrected by the IDLO as follows:</p> <ul style="list-style-type: none">a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; andb) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted shall govern.c) The amount stated in the bid shall be adjusted by IDLO in accordance with the above procedure for

	<p>the correction of errors and shall be considered as binding upon the Bidder.</p> <p>Bidders may revise their bids up to the closing date and time, revised bids should be clearly marked with "revised bid". No changes to bids will be accepted after the bid has closed, this includes any price revision.</p>
Evaluation Criteria	<p>Evaluation of bids will be done according to:</p> <ol style="list-style-type: none"> 1. Full submission of pre-qualification documents 2. Required Annexes duly completed and signed 3. Price
Award of Contract	<p>IDLO shall award the Contract(s) to the Bidder(s) whose offer are been determined to be the lowest evaluated bidder(s) substantially responsive to the ITB.</p> <p>IDLO reserves the right to accept or reject any bid and to annul the solicitation process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder or Bidders of the grounds for the IDLO's decision.</p>
Late Bid Submission	Late bids or bids received through another channel than the one mentioned in this ITB will be automatically disqualified.
Partial bids	Partial bids are permitted
Validity of bids	90 days from deadline for submission of bids.
Currency of bids	Kenya shillings
Required attachments to the bid	<p>The bid will consist of:</p> <ul style="list-style-type: none"> - Annexes B and C duly completed - Documents referred to under Qualification Requirements - Any other supporting documents that bidder considers relevant

This Invitation to Bid is not construed in any way as an offer and/or commitment to contract with any company.

Annex A: Technical Specifications

IDLO is the only intergovernmental organization exclusively dedicated to promoting the rule of law and access to justice. IDLO enables governments and empowers people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity.

The overall objective of procurement in IDLO is the timely acquisition of goods and services in support of IDLO activities in a competitive and transparent manner while ensuring fitness of purpose and the Best Value for Money.

IDLO procurement activities adhere to the principle of fairness, competition and transparency.

This ITB is for **OUTSIDE CATERING SERVICES** is expected to result in Framework Agreement(s) with successful service providers. The Framework Agreement(s) will be signed for a period of up to 12 months.

IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties, a 12-month extension may be agreed to at the same rates, terms and conditions. The maximum overall duration of the Framework Agreement will not exceed 24 months. The prices will remain unchanged during the period of Framework Agreement(s).

After entering into a framework agreement with service provider(s), bookings shall be placed on a need basis upon confirmation of availability on the required dates/days and a Work Order (WO) shall be issued to confirm the booking within 2 working days of the expected commencement of the services.

At the time of placement of the bookings which shall be made through duly authorized WOs, the exact number/s of persons/participants, menus required and corresponding amounts (lifted from the Framework Agreement) shall be indicated. **Bookings are made with specific service providers and may not be transferrable or sub-contracted to other outside catering service providers.**

General Information

1. Objective

In order to achieve cost efficiency from economies of scale whilst ensuring outstanding quality of service, IDLO seeks to enter into **framework agreement** with outside catering companies/ Restaurants hotels to serve all its outside catering needs.

2. General Requirements

- The contractor shall provide outside catering services as described in this document when and as requested by IDLO.
- The contractor shall, at all times, follow the instruction given by IDLO notwithstanding its obligation to advise IDLO on better options available.

3. Payments

- Payments to the contractor will be processed via bank transfer as applicable within thirty (30) days from the date of receipt of correct invoice.

4. Personnel

- The contractor shall be fully responsible for all services performed by its employee and shall for this purpose employ qualified, competent and well-trained personnel to perform the services under the framework agreement.
- The contractor shall take all reasonable measures to ensure that the personnel conform to the highest standards of professional, moral and ethical conduct. IDLO may, at any time, request in writing for the improper performance the withdrawal or replacement of any personnel assigned to perform services under this framework agreement. The contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by IDLO for withdrawal or replacement of the personnel shall not be deemed a termination of this framework agreement.
- The contractor and its employees shall confirm to all applicable laws, regulations and ordinances promulgated by legally constituted authorities.
- Any employee assigned to IDLO is expected to be well groomed, have all necessary training to handle food, be well dressed in official uniform and have a name tag well displayed.

5. Catering service

- The contractor shall ensure the food is prepared under hygienic conditions by well trained personnel, transported under proper conditions to guarantee it reaches the intended destination while still fresh and uncontaminated.
- Utensils must be presentable and of good standards. Napkins and table cloths must be white and clean. Replacement table cloths must always be available on site in case of spillages.
- Salads and fresh juices must be transported under refrigerated conditions to maintain freshness and quality.
- IDLO contact on site shall inspect all food delivered and at his/ her discretion may take a decision to reject food that is not well presented or below expected standards.
- It is the contractor's responsibility to ensure no employee is dispatched for outside catering assignment if not fit to work.

6. Financial proposal

The outside catering company is requested to quote for each Lot or category they wish to be considered for in the Financial Proposal. Rates must be inclusive of all applicable taxes as well as transport to designated location.

7. Performance Standards and Service Levels Agreements

The contracted outside catering company/ hotel shall perform its services and deliver its products in accordance with IDLO prescribed minimum performance standards set by IDLO, which shall also serve as the basis of the bi- annual and annual performance review.

Category	Description	Focus	Standard/Service Level	Meets IDLO minimum requirement	Require improvement	Does not meet IDLO minimum requirement
1. Meals	Fit for human consumption	Ability to provide IDLO food that is fit for human consumption, provide food variety as guided on annex C, cater for vegetarian option upon request and ensure freshness and quality of meals	Zero cases of food poisoning			
2. Employees	Hygiene and professionalism	Ability to provide IDLO with well-groomed and uniformed experienced waiters who are trained on food presentation, food handling as well as able to take meal orders in a professional manner.	Zero complains on personal grooming or service of assigned waiters			

3. Complaints	Feedback on service	Ability to immediately handle and provide feedback on any complains that may arise from the quality of food to the service of staff	Immediately			
---------------	---------------------	---	-------------	--	--	--

Annex B: Bid Submission Form

To: IDLO

Dear Sir/Madam,

Having examined the Invitation to Bid (ITB), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver services in conformity with the said Invitation to Bid as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform in accordance with the Purchase Order/Service Contract/Framework Agreement to be entered into with IDLO for the services enumerated in the price schedule, per the terms of reference in Annex A.

We understand that you are not bound to accept any Bid you may receive.

Date:	
Name, Signature & Position:	
Duly authorized to sign the bid for and on behalf of:	

Other notes:

- Kindly note that the services quoted shall correspond to the TORs given in Annex A above.
- Prices must be inclusive of all applicable taxes.

Annex C – Price Schedule

Please complete price schedule below for 4 LOTS/categories.

Service Provider Full Name	
Service Provider Full Physical Address	

LOTS	Description	Price per person inclusive of all taxes, levy and transport to selected location
Lot/ Category 1: Outside catering breakfast	To include hot beverages, fresh juices, pastries, meat protein (halal), plant protein, breakfast cereal, fruits, carbohydrate, water, vegetarian option	
Lot/ Category 2: Outside catering Lunch	To include carbohydrates, starch, vitamins, meat protein (halal), plant protein, salads, water, a soft drink or juices, dessert, fruits, water, Vegetarians option	
Lot/ Category 3: Outside catering Dinner	To include carbohydrates, starch, vitamins, meat protein (halal), plant protein, salads water, a soft drink or juices, dessert, fruits, water, vegetarian option	
Lot/ Category 4: Outside catering refreshments	To include hot beverages, soft drink, pastries, sandwiches (meat & vegetarian), sweet and savoury snacks, water, fruits	
Must indicate minimum and maximum capacity contractor can cater for	Minimum number: Maximum number:	

Note*

- In addition to the meals, outside catering package should include cutlery, crockery, napkins, table cloth dressing and skirting, tumblers, condiments, wet towels/ wet wipes, uniformed waiters with name tags
- Catering locations include but not limited to:
 1. Kilimani
 2. Milimani
 3. Kiambu Road
 4. City Centre

Please note that prices/amounts should be quoted in Kenya Shillings, per person in each category as the case may be and **MUST** be inclusive of all applicable taxes and transport.

<p>Name, position and signature of the Bidder</p> <hr/> <p><i>Duly authorised to sign this Bid</i></p> <p>Date:</p>	<p>Bidder's Stamp</p>
---	------------------------------

Annex D - IDLO Special Conditions of Contract

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Goods/ services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Goods/ services.

Place of delivery	<i>As listed on Annex C</i>
Delivery date	<p>The Framework Agreement will be signed for a period of up to 12 months. IDLO is not obliged to use the services provided by the Contractor.</p> <p>IDLO will review the quality of services and deliverables after 12 months of provision of services. Subject to satisfactory performance and agreement by both parties the Framework Agreement may be extended for 12 months. The overall duration of the contract will not exceed 24 months.</p> <p>The prices will remain unchanged during the period of contract implementation.</p>
Payment terms	IDLO will process payment within 30 days after satisfactory receipt of all goods/ provision of services and upon receipt of the complete and correct invoice by the service provider.



Annex E - IDLO General Terms and Conditions for the Procurement of Services

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for the Procurement of Services.



Annex F - IDLO Supplier Code of Conduct

IDLO recognizes the universal and fundamental values enshrined in international instruments in the areas of human rights, labor, environment and anti-corruption.

IDLO expects its Suppliers to respect fundamental social and human rights, and the equal rights of men and women, take responsibility for minimizing the environmental impact of their activities, endorse ethical business practices and reach the following goals:

1. Supplier Relationships: The provisions of this Code of Conduct set forth the expectations of all suppliers with whom IDLO does business. IDLO expects that these principles apply to suppliers, parent entities and subsidiary or affiliate entities, as well as all others with whom they do business including employees, subcontractors and other third-parties. IDLO expects suppliers to ensure that the rules and standards of this Code of Conduct are communicated to their employees and subcontractors.

2. Promoting the Principles of this Code of Conduct: IDLO expects that its suppliers will establish and maintain appropriate management systems whose scope is related to the content of this Code of Conduct, and that they actively review, monitor and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct. All principles contained in this Code of Conduct are of equal importance independently of their order of appearance.

3. Subcontracting: IDLO expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct or equivalent set of principles.

Labor:

4. Freedom of Association and Collective Bargaining: IDLO expects its suppliers to recognize and respect the rights of employees to freely associate, organize and bargain collectively in accordance with the laws of the countries in which they are employed, as well as core international principles on Freedom of Association and collective bargaining. IDLO recognizes the importance of open communication and direct engagement between workers and management and suppliers are to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

5. Forced Labor: IDLO expects its suppliers to prohibit any use of forced, bonded or indentured labor or involuntary prison labor, and embrace employment practices consistent with international rules on forced labor. All work, including overtime work, will be voluntary and workers should be free to leave upon reasonable notice. Suppliers should also not mandate that workers hand over government-issued identification, passports or work permits as a condition of employment.

6. Child Labor: IDLO expects its suppliers, at a minimum, not to engage in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child. The minimum admission to employment or work shall not be less than the age of completion of compulsory schooling, normally not less than 15 years or 14 where the local law of the country permits, deferring to the greatest age. Additionally, all young workers must be protected from performing any work that is likely to be hazardous or to interfere with the child's education or that may be harmful to the child's health, physical, mental, social, spiritual or moral development. All suppliers should also adhere to legitimate workplace apprenticeship programs and comply with all laws and regulations governing child labor and apprenticeship programs.

7. Discrimination: IDLO does not tolerate any form of discrimination in hiring and employment practices on the ground or race, color, religion, gender, sexual orientation, age, physical ability, health condition, political opinion, nationality, social or ethnic origin, union membership or marital status. IDLO also discourages discrimination regarding access to training, promotion, and rewards.

8. Working Hours: IDLO expects its suppliers to comply with all applicable working hour requirements as established by local law, and should never exceed 60 hours per week, including overtime, except in emergency or unusual situations. Suppliers must ensure that all overtime work is voluntary and compensated at the prevailing overtime rates. Suppliers are encouraged to ensure that workers are provided with one day off in every seven-day week.

9. Compensation: IDLO expects its suppliers to comply, at a minimum, with all wage and hour laws and regulations, including those pertaining to minimum wages, overtime wages, piece rates, other elements of compensation and to provide legally mandated benefits.

Human Rights:

10. Human Rights: IDLO expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment: IDLO expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

12. Health and Safety: IDLO expects its suppliers to follow all relevant legislation, regulations and directives in the country in which they operate to ensure a safe and healthy workplace or any other location where production or work is undertaken. At a minimum, suppliers should strive to implement recognized management systems; reasonable access to potable water and sanitary facilities; fire safety; emergency preparedness and response; industrial hygiene; adequate lighting and ventilation; and occupational injury and illness and machine safeguarding. Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

13. Mines: IDLO expects its suppliers to strive not to engage in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

Environment:

14. Environmental: IDLO expects its suppliers to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

15. Chemical and Hazardous Materials: Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

16. Wastewater and Solid Waste: Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

17. Air Emissions: Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

18. Minimize Waste, Maximize Recycling: Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Drug trafficking and Terrorism:

19. Drug Trafficking: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged in the manufacture, sale, transportation, or distribution of any drug or narcotic substance deemed to be illegal in either the country of manufacture or delivery of the goods or services to be provided to IDLO.

20. Terrorism: IDLO expects its suppliers to warrant that neither they, nor any of their employees and subcontractors, are engaged directly or indirectly in terrorism, or in the finance or support to terrorists. Further, IDLO expects its suppliers to warrant that neither they nor their staff, nor any other recipients of funds from the supply of goods or services to IDLO, are listed in any sanctions list maintained by the United Nations Security Council; the United States Department of the Treasury, Office of Foreign Assets Control; or the European Union. Should the supplier, its staff, or other recipients of funds from the supply of goods or services to IDLO be included in any of the above-listed sanctions lists, the supplier is expected to notify IDLO immediately.

Bribery & Corruption:

21. Corruption: IDLO expects its suppliers to adhere to the highest standard of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including extortion, fraud, or bribery, at a minimum.

22. Conflict of Interest: IDLO suppliers are expected to disclose to IDLO any situation that may appear as a conflict of interest, and disclose to IDLO if any IDLO official or professional under contract with IDLO may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

23. Gifts and Hospitality: IDLO does not accept any type of gift or any offer of hospitality. IDLO will not accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners. IDLO expects its suppliers not to offer any benefit such as free goods or services or a work position or sales opportunity to IDLO personnel in order to facilitate the supplier's business with IDLO.

24. Monitoring and Evaluation: IDLO may conduct on-site evaluations and inspections of its suppliers' facilities and those of their subcontractors to review their progress towards these principles. It is the expectation of IDLO that suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. IDLO may monitor that milestones have been set and management systems have been put in place to ensure that the principles set out in this Code of Conduct have been met and failure to do so may impact the future ability of a supplier to do business with IDLO.

