



CFC STANBIC BANK LIMITED

REQUEST FOR PROPOSALS

CATERING SERVICES AT THE CSB HEAD OFFICE BUILDING ALONG CHIROMO ROAD

Release Date:

15th July 2016

Last Date for Receipt of bids:

22nd July 2016

2.00 P.M

Table of Contents

1. SECTION 1 – INVITATION TO TENDERS	3
1.1. Introduction	3
1.2. Background	3
1.3. Catering deliverables.....	3
2. SECTION 2: SCOPE OF WORKS.....	3
2.1. Provision of Canteen services	3
2.2. Duration of Service.	3
2.3. Canteen Services- Responsibilities of the Caterer	3
2.4. Prices	4
2.5. Caterer’s General Undertaking and Understanding	4
2.6. Warranty on the Quality of Services	4
2.7. Operation of the Canteen.....	4
2.8. Responsibility of the Bank	5
2.9. Special Conditions.....	5
2.10. Special Functions	5
3. SECTION 3 SELECTION AND EVALUATION CRITERIA	5
3.1. A two stage procedure will be adopted by the Bank for evaluating the proposals:	5
3.2. COMPILATION AND SUBMISSION OF THE RFP	5
3.3. Technical Proposal	6
3.4. Financial Proposal	6
4. SECTION 4 - GENERAL CONDITIONS OF CONTRACT.....	8
4.1. Introduction	8
4.2. Award of Contract.....	8
4.3. Application of General Conditions of Contract	9
4.4. Bid Validity Period.....	9
4.5. Non-variation of Costs	9
4.6. Delays in the Bidder’s Performance.....	9
4.7. Liquidated damages for delay	9
4.8. Governing Language	9
4.9. Applicable Law	9
4.10. Bidder’s Obligations	9
4.11. Confidentiality.....	10
4.12. Force Majeure	10
4.13. Payment.....	10
5. SECTION 4 – ANNEXURES.....	10
APPENDIX 1 - DECLARATION OF INTEREST	12
APPENDIX 2 – SUPPLIER INFORMATION.....	13
APPENDIX 3 – FINANCIAL INFORMATION.....	14
APPENDIX 4 – CAFETERIA SERVICES –SERVICE PROVIDER SLA FOR WORKS.....	15

1. SECTION 1 – INVITATION TO TENDERS

1.1. Introduction

The purpose of this document is to detail the scope of work, incorporating the tasks and responsibilities of the Service Provider (hereinafter, the *Service Provider*), required by the CfC Stanbic Bank for Staff Canteen and Catering Services.

1.2. Background

CfC Stanbic Bank intends to outsource the Canteen and Catering Services, to a Service Provider, at its Head Office, located in Chiromo, off Westlands road.

CfC Stanbic Bank intends to enter into a Service Level Agreement with a Service Provider who will provide the Staff Canteen and Catering Services. The services rendered will be for the Service Provider's own account, taking responsibility for all risks including profit/loss, stock and cash control.

- CfC-Stanbic Bank would like to invite interested firms for the management of the canteen at the Bank's Head office in Chiromo Museum Hill, off Westlands road.
- The objective of this RFP is to contract a professional catering firm to run the Canteen.
- The firm is expected to offer staff with a wide variety of nutritious, balanced and high quality food at a reasonable price, while operating hygienically, keeping the kitchen and equipment clean at all times.
- A daily healthy meal at an affordable price will be an integral part of this provision.
- Preparation of the food will be done at the Bank's Canteen under clean hygienic conditions.
- The contracted firm should be able to provide assurance on their farm to fork processes

1.3. Catering deliverables

The following is the expected deliverable for the catering services to be provided:

- i) Full management of the CSB Center Canteen

2. SECTION 2: SCOPE OF WORKS

The Service Provider will be required to provide the following:

2.1. Provision of Canteen services

This is an all-inclusive Canteen Service providing basic meals, beverages, snacks & other items on a daily basis to on-site personnel, including providing and maintaining equipment and the provision of consumables required for the intended use.

2.2. Duration of Service.

The intended term of the contract will be for a period of 24 months from date of awarding the Contract, with an option to renew for an additional 12 months

2.3. Canteen Services- Responsibilities of the Caterer

The Caterer shall provide Kitchen and service equipment

Continuous service within the Cafeteria every day and shall maintain the following opening hours:

- Monday - Thursday: 7 a.m. to 5 pm.
- Friday - 7 a.m. to 12 a.m.
- Saturday - 8 a.m. to 4 p.m. This may be changed depending on user requirement; the Caterer is expected to be flexible.

During the above opening hours the Caterer shall offer the following at the Canteen.

- a) Breakfast menu; and snacks
- b) Rotational lunch menu, main dishes, sandwich menu, snacks, dessert menu and beverages.
- c) A healthy menu to include fresh juices and salads.
- d) A vegetarian menu.
- e) Alcoholic beverages will be offered for sale at the Canteen only on Fridays after 5.00 p.m.
- f) Provide a catering service for internal meetings and ad-hoc functions on request

2.4. **Prices**

The Caterer should recognize that the Bank is heavily subsidizing the cafeteria services by the provision and maintenance of the Canteen's, furniture and fittings and the payment of utilities.

In this regard the Caterer shall at all times quote and maintain affordable prices for food and beverages served ("Menu Prices") and shall not increase such Menu Prices without the prior written consent of the Bank.

All Menu Prices shall be quoted in Kenya Shillings and the Caterer shall seek payment for any food or drink consumed: The facility will strictly operate on a cashless basis

- a. In the case of an individual purchase, then cash payment shall be sought directly from the individual making the purchase, save where the individual has registered to participate in the Bank's canteen's credit system (terms and conditions of which the Caterer will be notified from time to time), in which case the employee will be required to present his access card to the Caterer's cashier for processing.
- b. In the case of a purchase made under special functions, then payment shall be sought directly from the department making the order. Terms of payment under this item shall be agreed upon between the parties from time to time.
- c. The caterer will comply with all instructions issued by the Bank with regard to persons who may be served with meals in the Cafeterias and any cafeteria credit policy issued by the Bank from time to time.

2.5. **Caterer's General Undertaking and Understanding**

During the subsistence of any agreement resulting from this tender, the Caterer will comply with all of the obligations as set below, without limitation and will observe the best business, hygiene and culinary practices.

2.6. **Warranty on the Quality of Services**

The Supplier warrants that the Services shall be performed:

- By appropriately qualified, trained and certified personnel
- With due care and diligence and
- To such high standard of quality consistent with applicable industry standards and as it is reasonable for CFC Stanbic Bank to expect at all times.

2.7. **Operation of the Canteen.**

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 Bank

The Caterer shall have the following operational responsibilities:

- a) To manage, operate and administer the Canteen and all ancillary services or facilities therein to a high standard of cleanliness and efficiency
- b) To provide the employees with appropriate uniforms including in the case of kitchen staff headwear to be worn at all times while on duty; the staff of the Caterer must maintain and ensure the highest, quality standards of personal hygiene and cleanliness.
- c) To comply with all laws, by-laws or regulations from time to time in force and governing the operation of the Canteen and employment of the Staff.
- d) The Caterer shall provide variety of menus providing choice of selection to the customer. The menus may be altered or modified according to the customer's demand. Prices shall be accordingly negotiated. A list of food items shall be agreed upon by CFC Stanbic Bank and the Caterer.
- e) The Caterer shall be responsible for the daily cleaning and sanitizing of assigned Cafeteria premises for the purpose of keeping it in a clean and hygienic condition.
- f) The caterer shall ensure that all food served is fresh and clean and shall assume responsibility for food poisoning if it is proven that it was caused by the food that was served by the Caterer.

- g) Upon starting the contract, the Caterer shall provide a full list of equipment, utensils, cutlery all labeled as company owned. The list of the above will be checked and signed by both parties.
- h) All household type garbage originating from cafeteria service shall be put into garbage plastic bags, brought to a main garbage disposal area and put into garbage containers outside the building.
- i) In case of special occasions at CfC Stanbic Bank offices, the Caterer may be requested to cater and provide variety of meals as requested by the Bank. Meals prices shall be reasonable within market range and agreed upon with the Bank in advance.
- j) The Caterer shall not sub-lease the Canteen or part thereof.
- k) The Caterer shall not make any material or structural alterations to the Canteen.
- l) The Caterer shall bear full responsibility for the equipment and facilities provided by the bank. Any damages to them shall be handled by the Caterer.

2.8. Responsibility of the Bank

- a) CfC Stanbic bank shall provide space for the cafeteria free of costs.
- b) CfC Stanbic bank shall provide electricity and water
- c) CfC Stanbic shall provide the Canteen furniture i.e. tables, chairs

2.9. Special Conditions

The payment for the cafeteria services and food items shall be directly made in cash by individual cafeteria customers. CfC Stanbic Bank undertakes no responsibility against the payment of the food items or any relevant cost involved in respect of serving the customers or outstanding obligations of the customers.

2.10. Special Functions

- i. The Caterer shall on request and at no additional labour charge provide food, beverages and waiting services for functions held by the Bank. The waiting services shall be at no extra cost.
- ii. The Caterer shall upon notice from the Bank's Group Real Estate & Services Manager make available the dining area of the Canteen for use for meetings, fairs and other activities by the Bank as and when required
- iii. The Caterer shall not make the Canteen available for use by persons who are not employees of the bank save where such persons are accompanied by a CfC Stanbic Bank employee.

3. **SECTION 3 SELECTION AND EVALUATION CRITERIA**

3.1. A two stage procedure will be adopted by the Bank for evaluating the proposals:

- a) Technical Evaluation
- b) Financial evaluation

The relative split between technical and financial scores will be as follows:

Technical - 70 %

Financial - 30%

You will be required to attach the following:

- 1. Menu offered - A Comprehensive menu proposed to CfC Stanbic Bank Staff; this should demonstrate variety, balanced diet and quality of food.
- 2. Work plan - Comprising a comprehensive time schedule for offering breakfast, Lunch and Dinner to staff
- 3. Methodology - Innovation in service provision and ambiance.
- 4. Expertise – Knowledge and a wide range of foods on the proposed menu
- 5. Payment terms, availability of menu items when required. (Note that the food will be paid directly by staff and this payment method shall be managed by the Caterer)
- 6. Please advise your proposed payment mode by staff.

3.2. COMPILATION AND SUBMISSION OF THE RFP

The RFP should be submitted separately as below;

1. Canteen Catering Services

From the information and details contained herein, a response document should be prepared as the RFP response in two parts for each of the above- technical proposal and financial proposal.

3.3. Technical Proposal

Please provide the following details, enabling us to review and assess your firm's technical capacity to operate the canteen:

1. Name and Introduction of the Firm:
2. Location Address and Contact Numbers:
3. Name of the Owner/Chief Executive:
4. Details of the Licenses (if any from the Government):
5. Registration with the Registrar of the Firms:
6. Details of the Existing Restaurant Business:
7. Total number of your existing staff:
8. Financial Qualification (Annual Turnover):
9. Technical Capacity (Please provide CVs of the Staff that will be preparing and managing food for the Cafeteria):
10. Relevant certification from local Health Authorities for provision of food handling services.
11. Demonstration of farm to fork

3.4. Financial Proposal

The financial proposal should be clear and should be provided in the following format:

Served with rice/ugali/chapati/chips/kienyeji and a portion of vegetables	Cost
Beef stew	
Beef fry	
Beef curry	
Chicken stew	
Chicken fry/roast	
Chicken curry	
Ndengu stew	
Beans stew	
Whole/cut fish	
Fish fingers	
Matoke dishes	Cost
Beef stew with matoke	
Beef fry with matoke	
Beef curry with matoke	
Chicken stew with matoke	
Chicken curry with matoke	
Chicken fry/roast with matoke	
Whole fish with matoke	

Plain matoke with vegetables	
Pilau Dishes	Cost
Plain pilau with kachumbari	
Pilau with beef stew	
Pilau with beef fry	
Pilau with beef curry	
Pilau with chicken stew	
Pilau with chicken curry	
Pilau with roast/fry chicken	
Pilau with whole fish	
Pilau with fish fingers	
Chapati Dishes	Cost
Chapati with beef stew	
Chapati with beef fry	
Chapati with beef curry	
Chapati with chicken stew	
Chapati with chicken curry	
Chapati with roast/fry chicken	
Chapati with whole fish	
Drinks	Cost
Coke brands (300ml)	
Fresh fruit juice (300ml)	
Mineral water (500ml)	
Hot Beverages	
Mug of Tea	
Mug of Coffee	
Glass of hot or cold milk	
Milo/Hot chocolate	
Soup	Cost
Soup of the day	
Snacks	Cost
Sandwiches	
Ham/cheese/chicken/beef	
Ham and Cheese	
Burger	
Beef/Chicken/Cheese	
Succulent Subs	
Chicken/beef	
Other	

Chapati	
Andazi	
Samosa	
Meat pie	
Chicken pie	
Plain omelette	
Omelette (<i>Plain or Spanish</i>)	
Plain chips	
Sausage	
Arrow root (nduma)	
Sweet potato (ngwaci)	
Boiled maize	
Ripe Bananas	
Bread – white	
Bread – brown	
Pancake	
Kebab	

The menu pricing should also be indicated for the cafeteria which will form a basis of the supplier selection. Include menu items in Schedule 1 as above in menu pricing.

The rates should be subsidized, given that the bank is not charging the supplier for rent and utilities.

Financial proposals will be evaluated on the basis of cost, lead-time and payment terms if not specified in this document.

4. SECTION 4 - GENERAL CONDITIONS OF CONTRACT

4.1. Introduction

Specific terms of contract shall be discussed with the bidder whose proposal will be accepted by the Bank. The resulting contract shall include but not be limited to the general terms of contract as stated below from 3.2 to 3.14.

Should there be any difference between the Bank and the Supplier regarding the interpretation of any provision of this invitation to tender, the Supplier shall accept the Bank's interpretation thereof. The Supplier accepts that the Standard Terms and Conditions contained in Section 3.2 of this invitation to tender shall form the basis of the agreement on which the Supplier shall supply the Services and/or the Product to the Bank should the Bank accept the Supplier's Proposal. And the Supplier acknowledges that it is fully conversant with the provisions of these Standard Terms and Conditions and such terms and conditions as spelt out in this invitation to tender.

4.2. Award of Contract

Following the opening and evaluation of proposals, the Bank will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid. The Bank will communicate to the selected bidder its intention to finalize the draft conditions of engagement submitted earlier with his proposals. After agreement will have been reached, the successful Bidder shall be invited for agreement and signing of the Contract Agreement to be prepared by the Bank in consultation with the Bidder.

4.3. Application of General Conditions of Contract

These General Conditions (sections 3.2 to 3.14) shall apply to the extent that they are not superseded by provisions in other parts of the Contract that shall be signed.

4.4. Bid Validity Period

Bidders are requested to hold their proposals valid for ninety (90) days from the closing date for the submission.

4.5. Non-variation of Costs

The prices quoted for the service and subsequently agreed and incorporated into the contract shall be held fixed for the contract period.

4.6. Delays in the Bidder's Performance

4.6.1. Delivery and performance of the provision of CATERING SERVICES

Shall be made by the successful Bidder in accordance with the time schedule as per Agreement

4.6.2. If at any time during the performance of the Contract, the Bidder should encounter conditions impeding timely delivery and performance of the items, the Bidder shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Bank shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

4.6.3. Except in the case of "force majeure" as provided in Clause 3.13, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to Clause 3.7.

4.7. Liquidated damages for delay

The contract resulting out of this invitation to tender shall incorporate suitable provisions for the payment of liquidated damages by the bidders in case of delays in performance of contract.

4.8. Governing Language

The Contract shall be written in the English Language. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall also be in English.

4.9. Applicable Law

This agreement arising out of this invitation to tender shall be governed by and construed in accordance with the laws of Kenya and the parties submit to the exclusive jurisdiction of the Kenyan Courts.

4.10. Bidder's Obligations

4.10.1. The Bidder is obliged to work closely with the Bank's staff, act within its own authority, and abide by directives issued by the Bank that are consistent with the terms of the Contract.

4.10.2. The Bidder will abide by the job safety measures and will indemnify the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

4.10.3. The Bidder is responsible for managing the activities of its personnel, or subcontracted personnel, and will hold itself responsible for any misdemeanors.

- 4.10.4. The Bidder will not disclose the Bank's information it has access to, during the course of the work, to any other third parties without the prior written authorization of the Bank. This clause shall survive the expiry or earlier termination of the contract.

4.11. Confidentiality

The parties undertake on behalf of themselves and their employees, agents and permitted subCaterers that they will keep confidential and will not use for their own purposes (other than fulfilling their obligations under the contemplated contract) nor without the prior written consent of the other disclose to any third party any information of a confidential nature relating to the other (including, without limitation, any trade secrets, confidential or proprietary technical information, trading and financial details and any other information of commercial value) which may become known to them under or in connection with the contemplated contract. The terms of this Clause 3.12 shall survive the expiry or earlier termination of the contract.

4.12. Force Majeure

- a. Neither Bidder nor Bank shall be liable for failure to meet contractual obligations due to Force Majeure.
- b. Force Majeure impediment is taken to mean unforeseen events, which occur after signing the contract with the successful bidder, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, refusal of license by Authorities or other stipulations or restrictions by authorities, in so far as such an event prevents or delays the contractual party from fulfilling its obligations, without its being able to prevent or remove the impediment at reasonable cost.
- c. The party involved in a case of Force Majeure shall immediately take reasonable steps to limit consequence of such an event.
- d. The party who wishes to plead Force Majeure is under obligation to inform in writing the other party without delay of the event, of the time it began and its probable duration. The moment of cessation of the event shall also be reported in writing.
- e. The party who has pleaded a Force Majeure event is under obligation, when requested, to prove its effect on the fulfilling of the contemplated contract.

4.13. Payment

- 4.13.1. Payment shall only be paid after 30 days on receipt of Invoice once a commissioning certificate or job cards are dully signed by the user.
- 4.13.2. The Bank will only pay for work done and no advance payment will be made.
- 4.13.3. The vendor will be expected to open an account with the Bank for purposes of payment.
- 4.13.4. The Supplier will invoice the Bank for the services rendered as per agreement. The Supplier will ensure that the invoice complies with the provisions of the VAT Act, failing which the Bank shall not make any payment in respect thereof until such time as it receives an invoice which complies with the provisions of the VAT Act.

5. SECTION 4 – ANNEXURES

As part of the technical evaluation, include the following details:

- a) Size of the company
- b) Length of time in relevant area of work/specialization
- c) Certified Technical Resources in relevant area. The vendor will be required to provide the details & CV of the senior staff who will be managing the area.
- d) Reference sites (three) where similar nature of work has been successfully completed and where the Bank would obtain references
- e) Availability of Resources including and not limited to
 - i. Kitchen Equipment
 - ii. Service Equipment
 - iii. Financial capacity
- f) Detailed relevant experience including customers served before and type of work undertaken
- g) Current Customers and Value of Contracts

- h) Company financial position as supported by relevant financial reports for the latest three years – e.g. 2012 & 2013, 2014
- i) Understanding of the aims and objectives
- j) Proposed Methodology to undertake the works
- k) Proposed work plan to deliver

After the submission of all the RFP's by the due date, CFC Stanbic Bank shall evaluate all the proposals submitted in order to determine which service provider to engage. CFC Stanbic Bank reserves the right to engage any service provider at its discretion by ensuring that it gets value for money. The selected service provider will not necessarily be one with the lowest cost proposal.

APPENDIX 1 - DECLARATION OF INTEREST

All Suppliers are required to declare any interest that they or their employees may have in CfC Stanbic Bank, or that any CfC Stanbic Bank employee may have in the Supplier. To that effect the following must be duly stated by the authorized signatory:

1. Are you or any person associated with your Proposal, employees of CfC Stanbic Bank? Yes No

If so, state particulars

2. Have you, or any person associated with your Proposal, any relationship (family, friend, other) with any person employed in CfC Stanbic Bank who may be involved with the evaluation and adjudication of this Invitation to Yes No

If so, state particulars

3. Are you, or any person associated with your Proposal, aware of any relationship (family, friend, other) between the Supplier and any person employed in CfC Stanbic Bank who may be involved with the evaluation and adjudication of Proposals submitted in response to the Request For Proposal-Insurance Services Yes No

If so, state particulars

Name of Supplier _____

(Signature of Declarant)

(Date (YYYY-MM-DD))

(Position of Declarant)

(Bid No.)

APPENDIX 2 – SUPPLIER INFORMATION

Supplier Registration / Section 1		
Supplier information / Account details		
Please complete in full		
To:	CfC Stanbic Bank Limited Procurement & Logistics P O Box 30550 - 00100 Nairobi	
	Attention: Kamau Mwangi Fax No: +254 20 3752907	
Full Name of Supplier		
Trading As		
Core Business Function		
Physical Address	Street / House number	
	City	
	Postal Code	
	Country	
Postal Address	P O Box	
	Suburb / City	
	Postal Code	
	Country	
Accounts Communication	Telephone Number	
	Fax number	
	Cell number	
	Contact person	
	E-mail address of person receiving remittance	
Purchase Order Communication	Telephone number	
	Fax number	
	Cell number	
	Contact person	
	E-mail address of person receiving orders	
	Website / URL	
Tax information	VAT registration no.	
	PIN no	
Payment Data	Account Holder	

APPENDIX 3 – FINANCIAL INFORMATION

FINANCIAL PARAMETERS		2014 Kes '000	2015 Kes '000
INCOME STATEMENT			
Turnover/Revenue			
Expenses			
Net profit			
BALANCE SHEET			
Current Assets			
Current Liabilities			
Long term debt			
Shareholders Equity			
Total assets			
Total liabilities (Excluding equity)			
CASHFLOW POSITION			

APPENDIX 4 – CAFETERIA SERVICES –SERVICE PROVIDER SLA FOR WORKS

Particulars	Expected Standard	Frequency of Activity or Reporting	Responsibility
HEALTH AND SAFETY			
a) Safety	Work and service areas to be kept free of safety hazards. Staff to be provided with suitable personal protective equipment for use as appropriate. Any safety hazards observed should be reported and mitigated	Continuous	Vendor
b) Health	Staff to undergo medical check-up as required by law and evidence entered into register as required.	Every 6 months	Vendor
c) Pest Control	A strict pest control programme to be developed agreed and implemented to ensure that no pest incidence occurs within the kitchen and canteen areas.	As per schedule	CfC Stanbic Bank (c/o GRES)
d) Staff	Staff to provide certificate of good conduct		Vendor
e) Quality Assurance	Provide quality assurance Certificates	Yearly	Vendor
f) Insurance	The vendor to provide insurance certificates to confirm that all risks pertaining to the provision of the said services have been covered. Including Medical covers, WIBA, etc	Yearly	Vendor
CLEANLINESS AND HYGIENE			
a) Cleaning	Daily thorough cleaning to be carried out for all the areas in the kitchen and canteen. Continuous cleaning to be carried out as service progresses	Continuous	Vendor
b) Hygiene	High level of cleanliness and hygiene including clean and dry kitchen floors, equipment, offices, stores; clean uniforms, tables, table cloths where applicable, canteen floors and walls and service equipment; high level of personal hygiene. Staff to have clean and neat uniforms at all times. Uniforms to be in good state and replaced with new ones on regular basis at least every six months.	Continuous	Vendor

FOOD QUALITY AND PRESENTATION			Vendor
Menu	Weekly Menu Changes	Weekly	Vendor