



Technical University of Mombasa
P.O. BOX 90420-80100 Mombasa, KENYA
TEL: (+254) 0208095365/ (+254) 0208095368 (+254) 020 8095371/0733 955377
Email: procurement@tum.ac.ke

ADDENDUM NO. 2: AMENDMENT TO SECTION V - ACTIVITY SCHEDULE AND SECTION VII- SPECIAL CONDITIONS

CLARIFICATIONS FOR TENDER NO. TUM/T/02/2023/2024 Provision of Outsourced Catering Service for The Student Cafeteria/Mess)

Further to invitation to tender No. **TUM/T/02/2023/2024** Provision of Outsourced Catering Service for The Student Cafeteria/Mess) published on the University notice boards, website (www.tum.ac.ke) and public procurement information portal (tenders.go.ke) on Tuesday, 15th August, 2023, please note activity schedule and special conditions are amended as indicated below:

SECTION V: ACTIVITY SCHEDULE

Technical University of Mombasa intends to contract catering services/canteen leasing for an initial period of one-year renewable for an additional year subject to satisfactory performance. The services required include: -

- 1) Provision of catering services to University student on pay as you eat basis through leasing of the Catering facility.
- 2) The Service provide shall provide subsidized rate negotiated with the University for student menu.

The supplier should indicate the cost of each item that is necessary to meet the requirements of Technical University of Mombasa.

NB:

- 1) The services will be rendered on need basis and the quantities will vary from time to time.
- 2) Payments shall be on a pay as you eat for students or made on monthly basis within 30 days upon receipt of Certified Invoice(s) for University orders
- 3) The contract will be awarded to the lowest evaluated bidder for the entire contract package.

Delivery Area



The services will be offered at:

- 1) Technical University of Mombasa Main Campus
- 2) TUM Kwale Campus

Caterer's General Undertaking and understanding

During the subsistence of any agreement resulting from this tender, the caterer will comply with all the obligations of the agreement, without limitation and will observe the best business, hygiene and culinary practices. Furthermore, the caterer and its employees will at all times promote and uphold the good name of TUM. The service provider shall not be insolvent, in receivership, bankrupt or being wound up, their business activities should not be suspended, and they should not be the subject of legal proceedings for the foregoing. They must prove that they have fulfilled their obligations to pay taxes and social security obligations, and for the purpose, documentary evidence to be provided.

Caterer's Warranty on the Quality of Services

The Supplier warrants that the Services shall be performed:

- By appropriately qualified and trained personnel, with appropriate attire.
- With due care and diligence
- To such high standard of quality consistent with applicable industry standards and as it is reasonable for TUM to expect in all circumstances

Operational Responsibilities

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 TUM, 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 at all times 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 TUM
- The staff shall at all times 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 at all times 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 TUM 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
- Pay rent for the canteen facilities on a quarterly basis, upfront
- The rent is EXCLUSIVE of water, electricity and any other utility, which shall be solely borne by the winning bidder.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

1.1(v): Project Manager: TBA

1.1(d): The contract name is: Provision of Outsourced Catering Service for The Student Cafeteria/Mess)

Note:

1. **All other terms and conditions remain as per the Principal Tender Document and Instructions issued in the invitation to tender.**

HEAD OF PROCUREMENT

TECHNICAL UNIVERSITY OF MOMBASA

16TH AUGUST, 2023

