



THREE YEARS CONTRACT FOR PROVISION OF PROPERTY MANAGEMENT SERVICES

TENDER NO.

TENDER NO: AFA/T/08/2019-2020

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Closing date: 10th June 2020

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TENDER NOTICE

Agriculture and Food Authority hereby invites from interested eligible bidders for the following tender: -

NO.	REFERENCE	DESCRIPTION	Eligibility	CLOSING	
				DATE	TIME
1	AFA/T/08/ 2019-2020	PROVISION OF PROPERTY MANAGEMENT SERVICES	OPEN NATIONAL TENDER	Wednesday, 10 TH June, 2020	11.30 A.M

Tender document with detailed information may be viewed and down loaded from www.afa.go.ke and PPRA Suppliers Portal www.tenders.go.ke free of charge.

Duly completed Tender documents in plain sealed envelopes clearly marked the Tender Number and Name and addressed to:

Ag. Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962 - 00100 NAIROBI

Or deposited in the Tender box located at the reception of the Tea House so as to be received on or before **10/06/2020** at 11.30 a.m. **Late Tenders will be rejected.**

Tenders will be opened a day after closing date 11th June 2020 same time to allow quarantine of the documents and appropriate sanitization to reduce spread of COVID 19.

To limit the number of bidders/representatives who wish to witness the opening ceremony the tenders will be opened at intervals for each category at the Agriculture and Food Authority Headquarters Tea House Conference Room Ground floor.

For further inquiries, please call: 254 20 3872421/ 3872497/ 387445/6
Cell: 254 722 200556 or 254 734 600994

Ag. DIRECTOR GENERAL

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 by the intended completion date 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 prequalification 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) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire
- (xiv) Self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015.
- (xv) Self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice
- (xvi) Undertaking to comply with labour laws and wage regulation Guidelines
- (xvii)

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 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 60 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 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails: (i) to sign the contract in accordance with paragraph 2.27 or
(ii) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for 90 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 2.14 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 initialled 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 initialled 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,” (**Wednesday, 10th June 2020 at 11.30.am**)

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

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (**Wednesday, 10th June 2020 at 11.30.am**)

2.18.2 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 2.14.7

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 (**Wednesday, 10th June 2020 at 11.30.am**) and in the location 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 quantify, 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 nonconformity 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 2.23 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 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

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

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 for procurement of services shall complement or amend the provisions of the instructions to Tenderers. Wherever there is a conflict between the provisions 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	1. The tender is open to all Registered, who have appropriate and valid accreditations to Provide Property Management Services for a period of 3 years The second and third year renewal of contract shall depend on satisfactory performance in the first year by the supplier and as shall be agreed upon by both parties.
2.1.3	Declaration of No Conflict of Interest is provided for in the Confidential Business Questionnaire.
2.3.2	The fees charged for a complete set of tender documents is Kenya Shillings ONE thousand (1,000.00) only, or free of charge if downloaded from the Agriculture and Food Authority website.
2.10.4	Tender Validity Period 120 days from closing date of the tender.
2.11.1	Tender prices quoted in Kenya Shillings
2.13.3	The clause-by-clause commentary of the technical specifications is given on table on page 30.

2.14.1	<p>A tender security registered with the Authority is required and can be in the form of:</p> <ol style="list-style-type: none"> 1. Cash 2. Authority Guarantee 3. Guarantee issued by an Insurance Company or 4. Letter of Credit <p>The amount of tender security required is One Hundred Thousand Kenya Shillings (KES 100,000.00) valid for 150 days.</p>
2.16.2	The bidder must provide an appropriate written Power of Attorney establishing the authorization of the signatory to the tender documents to bind the bidder.
2.17	This tender is based on the one-envelope bid system. The bidder must submit a bid which has a combined technical proposal and a financial proposal in one envelope. Bids must be submitted in TWO copies marked “ORIGINAL” and “COPY.”
2.18.1	<p>Time, date, and place for bid opening are:</p> <p>11:30 a.m, local time, on, 10TH JUNE, 2020.”</p>
	Place: <i>Agriculture and Food Authority Tea House Naivasha road off Ngong Road</i>
2.20	<p>Opening of Bid documents will be done a day after closing date to allow the documents to be quarantined and then sanitized appropriately to reduce spread of COVID 19.</p> <p>To limit the number of bidders who wish to witness the opening ceremony the tenders will be opened at intervals for each category.</p>
2.22	<p>Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents.</p> <p>Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.</p>
2.25	AFA shall not grant any margin of preference.
2.27.4	<p>The evaluation of the responsive bids will take into account technical factors, in addition to cost factors. An Evaluated bid Score will be calculated for each responsive bid.</p> <p>The bid meeting the minimum technical score will be evaluated financially. The bid then with the lowest price shall be considered for award.</p>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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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 AFA 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 Services” means services to be provided by the contractor including materials and incidentals which the Tenderer is required to provide to AFA under the Contract.
- (d) “AFA” means Agriculture and Food Authority (AFA), the organization purchasing the Goods under this Contract.
- (e) “The contractor means the individual or firm providing the services under this Contract.
- (f) “GCC” means general conditions of contract contained in this section
- (g) “SCC” means the special conditions of contract
- (h) “Day” means calendar day

3.2 Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.4 Use of Contract Documents and Information

3.4.1 The Tenderer shall not, without AFA’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 AFA in connection therewith, to any person other than a person employed by the Tenderer in the performance of the Contract.

3.4.2 The Tenderer shall not, without AFA’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of AFA and shall be returned (all copies) to AFA on completion of the Tenderer’s performance under the Contract if so required by AFA.

3.5 Patent Rights

The Tenderer shall indemnify AFA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Tenderer shall furnish to AFA the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to AFA as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to AFA and shall be in the form of:

- a) Cash.
- b) Authority guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit

3.6.4 The performance security will be discharged by AFA and returned to the candidate not later than thirty (30) days following the date of completion of the Tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspection and Tests

3.7.1 AFA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. AFA shall notify the Tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the Tenderer or its subcontractor(s). 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 AFA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, AFA may reject the services, and the Tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to AFA.

3.7.4 Nothing in paragraph 3.7 shall in any way release the Tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the Tenderer under this Contract shall be specified in SCC

3.9 Prices

3.9.1 Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the Tenderer in its tender or in AFA's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 Assignment

3.10.1 The Tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with AFA's prior written consent.

3.11 Termination for Default

3.11.1 AFA 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by AFA.
- (b) if the Tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the Tenderer, in the judgment of AFA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

3.11.2 In the event AFA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Tenderer shall be liable to AFA for any excess costs for such similar services.

3.12 Termination for Insolvency

AFA may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes corrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to AFA.

3.13 Termination for Convenience

3.13.1 AFA by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for AFA convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.13.2 For the remaining part of the contract after termination AFA may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of Disputes

3.14.1 AFA's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

3.15.1 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 be written in the same language.

3.16 Force Majeure

3.16.1 The contractor 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.

3.17 Applicable Law

3.17.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

Special Conditions of contract with reference to the General Conditions of Contract.

General Conditions of Contract Reference	Special Conditions of Contract
3.1	Provision of Property Management Services for a period of Three (3) Years The second and third year renewal of contract shall depend on satisfactory performance in the first year by the supplier and as shall be agreed upon by both parties.
3.14	Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably, shall be referred by either Party to arbitration in accordance with the Laws of Kenya then obtaining. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.
3.19	The language of all correspondence and documents related to the bid is: English . Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.
3.17	The applicable law is the Kenyan Law.
3.18	The address of the Agriculture and Food Authority is: Ag. Director General Agriculture and Food Authority Tea House, Naivasha Road, off Ngong Road P. O. Box 37962 - 00100 NAIROBI

SECTION V: SCHEDULE OF REQUIREMENTS

(a) Procurement Item

No.	Description	Delivery schedule
1	Provision of Property Management Services for Three years (3) Years The second and third year renewal of contract shall depend on satisfactory performance in the first year by the supplier and as shall be agreed upon by both parties.	

(b) Instructions on Submission of Bids

- (i) The Tenderer must submit a one (1) – envelope bid in the following format:
Proposal comprising of the following documents presented in the order given:

Section	Document
A	Tender Notice/Invitation to Tender
B	Confidential Business Questionnaire
C	Business Registration Certificate/ Certificate of Incorporation
D	Key Staff Competency Profiles
E	Details of three major Clients
F	Tender Security
G	Valid Tax Compliance Certificate
H	Reference Letter from Authority
I	Combined Technical and Financial Proposal

(ii) Sealing and Marking of Bids:

The inner envelopes should be clearly marked as follows:

Tender Name

Tender number

**ORIGINAL TENDER (Combined Technical & Financial) COPY OF TENDER
(Combined Technical & Financial)**

The envelopes shall then be sealed in an outer envelope and addressed to:

**Ag. Director General
Agriculture and Food Authority
Tea House, Naivasha Road, off Ngong Road
P. O. Box 37962 - 00100
NAIROBI**

(c) Tender Responsiveness Criteria

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and suitability of the Bid. Bids that do not contain all the information required will be declared non responsive and shall not be evaluated further.

Stage 1: Mandatory Requirements (MR)

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

No	Requirements	Indicate the page number to find the Attachments
MR 1	Provide a copy of the company's Certificate of Incorporation/ Registration	
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	Submit a copy of company CR12 or CR13 issued by registrar of companies	
MR 4	Submit a valid business permit issued by the County Government	
MR 5	Submit tender security – a bid bond of Kshs. 100,000.00 valid for 150 days or AGPO Certificate as applicable	
MR 6	Submit a fully filled price schedule in the format provided	
MR 7	Provide a fully filled Confidential Business Questionnaire as provided in the Tender Document	
MR 8	Copies of audited financial statements incorporating balance sheet (statements of financial position), profit and loss accounts (statements of comprehensive income), and cash flow statements for any consecutive two years of the last three years (2019, 2018, 2017) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK regulations.	
MR 9	Must fill the Anti-corruption in the format provided	
MR 10	Must fill the Debarment in the format provided	
MR 11	Provide Professional indemnity cover of At least Ksh.10 Million.	

MR 12	Current Practicing License from Estate Agents Registration Board valid during the tender validity period	
MR 13	Completed tender document serialized/ paginated from the first to the last page	

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 **disqualified from further** evaluation.

Stage 2: Technical Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers.

The documents submitted will be evaluated for suitability and awarded marks which will contribute to a maximum 100% and the pass mark shall be 75%.

Description of Criteria	Maximum Score	Tenderers Response-Indicate the page number where to find your response
The directors of the company must be registered with Estate Agents Registration Board and Institution of surveyors of Kenya (attach proof) (Licence, Certificate or gazette notice)	10	
Provide proof of Credit reference certificate for the directors	5	
Minimum 10 years of experience managing commercial properties of above 100,000 square feet and above for at least one of the Directors who will be the Team Leader. Attach CV, academic certificates and contracts to show working Experience.	10	
The other director/partner should have not less than 5 years' experience managing commercial properties of above 50,000 square feet Attach CV, academic certificates and contracts to show working Experience.	10	
Presence/ spread of offices in the towns with Authority's properties as a proof of Capacity to deliver services	5	
Managerial and Key Personnel Competency Profiles Project implementation team made up of property management and finance professionals (Attach CVs and certificates for the team members) i) One officer with relevant academic qualification for the senior staff in the relevant field bachelor Degree in Land Economics or Real Estate as prescribed in the estate agents Act cap 533 laws of Kenya (5 marks) and 10 years' experience in managing commercial properties (5 marks)	30	

ii) One officer with relevant academic qualifications in finance such as bachelor's degree in relevant field and CPA II & above (5 marks) and 5 years' experience in managing commercial properties (5 marks) iii) One supervisor with relevant academic qualifications in asset management, real estate, property management or any relevant field (5 marks) and 3 years' experience in managing commercial properties (5 marks)		
Proposed Methodology Outline the Implementation Approach, Methodology and Work Plan as per the scope of work. Adequacy of the methodology, work plan and timelines for submission of reports will form part of the evaluation.	15	
Experience • Give Reference of at least five (5) clients relevant to this and include a brief of work done or services rendered, value of contracts, total square feet managed and contact person phone number and email addresses). Attach recommendation letters/ LSO's/ contract	15	
Total Score	100	

Stage3: Financial Evaluation Criteria

Tenderers to provide fees proposal based on the estate agents act cap 533 laws of K

SECTION VI: DESCRIPTION OF SERVICES

Background

Agriculture and Food Authority is the owner of various Offices, Land and installations in various locations within the Country.

Agriculture and Food Authority wishes to recruit a qualified Property Management firm to manage its properties.

Objectives

The overall objective of the required service is to ensure efficiently and effectively manage the properties and assets with a view to maximize revenue from the property to enable the organization achieve its mandate and strategic objectives.

NOTE: All Interested bidders are requested to view the properties before submitting their proposals

The firm is expected to carry out the following services:

NO.	Expectations and Scope of Work	Bidders' Response
1.	Carry out annual market rent surveys and negotiation of rents with the approval of the Authority	
2.	Ensure compliance with statutory requirements and county by-laws.	
3.	Liaising with the Authority and other relevant Government agencies for timely payment of land rent and rates.	
4.	Payment of licenses for signage	
5.	Interpretation, negotiation of lease terms and administration of leases for letting space/renew leases when due in a timely fashion.	
6.	Preparation of management reports on tenants, space occupied, rent and service charge due, security deposits, available space for rental, any other relevant report, and the fees charged for management, letting, re-letting, parking on a quarterly basis.	
7.	Collect and submit to the landlord all rentals when due as prescribed in the lease agreement by demanding, invoicing, recovering and receipting payments in a timely manner. This will also include	

	maintenance of rental and service charge records.	
8.	Conduct periodic inspections and advise the Authority on repairs to be undertaken subject to set financial limit of expenditure if any, as well as supervising of all repairs/renovations in the property when required or called upon.	
9.	Liaise with the Authority in the engagement of various professional service providers for various services with Authority's approval. These will include providers for legal services for purposes of preparation of lease agreements, auctioneering, lift maintenance services, repair and maintenance of property in tenable state.	
10.	Issuing of letters of offer and follow-up of lease preparation.	
11.	Undertake other representation roles for the Authority from time to time with the approval of the Authority.	
12.	Advise the Authority on employment of reputable and qualified staff for the property with the approval of the Authority.	
13.	Market and lease spaces at the property at rates and terms agreed with the Authority.	
14.	Liaise with Authority's lawyers and resolve any legal matters concerning the properties	
15.	Preparation of annual rent and service charge payable reports	
16.	Any other services ordinarily provided by a Property Management firm.	

Note:

Bidder's Signature ----- Official Stamp ----- Date -----

Appendix 1: BIDDERS REFERENCE SITE FORM

PROJECT SUMMARY FOR EACH REFERENCE SITE

Please provide the following information on the listed reference clients;

1. Entity/Client Name:

.....

2. Brief description of the clients business:

.....

.....

.....

3. Brief description of the project:

.....

.....

.....

.....

4. Duration of project implementation (dates):

5. Value of the project:

6. Contacts of referee:

7. Contact person:

8. Title:

9. Telephone Contact: E-Mail Address:

10. Signed and stamped/sealed by bidder:

11. Name of the Authorized Person:

Designation:

SECTION VII - PRICE SCHEDULE FOR PROVISION OF PROPERTY MANAGEMENT

NOTE-The fees charged should not exceed fees proposed by the estate agents act cap 533 laws of Kenya

TEA DIRECTORATE NAIVASHA ROAD OFF NGONG ROAD- FIRST FLOOR- APPROX SIZE- 3,676.70 sq.ft

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS –e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

**COFFEE DIRECTORATE –NAIROBI-KAHAWA HOUSE 4TH FLOOR TO 12TH FLOOR APPROX AREA 16,000 SQ
 FT – GO-DOWN IN EVERY FLOOR**

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

COFFEE DIRECTORATE –NAIROBI-COFFEE PLAZA-MEZZ FLOOR TO SEVENTH FLOOR

Mezzanine Floor – 350 sq.ft

First floor -1,300 sq.ft

Second floor -576 sq.ft

Third floor -580 sq.ft

Fourth Floor -1,846 sq.ft

Fifth Floor -3,610 sq.ft

Sixth Floor -1,215 sq.ft

Seventh Floor -1,348 sq.ft

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

AFA HQ –NAIVASHA ROAD OFF NGONG ROAD –GROUND FLOOR-APPROX AREA 7,166.5 sq.ft

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

TEA DIRECTORATE –RESIDENTIAL HOUSE – BUNGALOW 4 BEDROOM WITH SQ’S

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder’s fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

AFA SUGAR DIRECTORATE –SUKARI PLAZA WAIYAKI WAY –GYM FACILITY APPROX AREA-2,818 sq.ft

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

AFA SUGAR DIRECTORATE –WAIYAKI WAY –GROUND FLOOR-APPROX AREA 6,000 sq.ft

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

AFA SUGAR DIRECTORATE – A VACANT PARCEL AT KATANI MACHAKOS COUNTY-APPROX AREA 2.471 ACRES

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

**COFFEE DIRECTORATE A VACANT PARCEL LR No 209/10537 NAIROBI DISTRICT AREA APPROX AREA
8.100 Ha**

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

**FIBRE DIRECTORATE GODOWNS AT SHIMANZI MOMBASA / BLOCK 1/251B MOMBASA COUNTY APPROX
AREA -25,698 SQ FT**

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

**FIBRE DIRECTORATE GODOWNS AT SHIMANZI MOMBASA / BLOCK 1/187 MOMBASA COUNTY APPROX
AREA -15,824 SQ FT**

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

**FIBRE DIRECTORATE GODOWNS AT SHIMANZI MOMBASA / BLOCK 1/188 MOMBASA COUNTY APPROX
AREA – 24,752 SQ FT**

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

**FIBRE DIRECTORATE GODOWNS AT SHIMANZI MOMBASA / BLOCK 1/251A MOMBASA COUNTY APPROX
AREA -10,272 SQ FT**

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

**FIBRE DIRECTORATE GODOWNS AT SHIMANZI MOMBASA / BLOCK 1/189 MOMBASA COUNTY APPROX
AREA -12,501 SQ FT**

NO.	DESCRIPTION OF FEES CHARGED	DETAILED DESCRIPTION	AMOUNT Fees (%age)	AMOUNT VAT Inclusive	FREQUENCY	MORE DETAILS e.g lease period
1.		Letting of vacant spaces			Once	
2.		Renewal of expired leases			Once	
3.		Fees on rent collection			Monthly	
4.		Re-letting fees			Monthly	
5.		Finder's fee			Once	
6.		Parking fees			Monthly	
7.		Project management			Per property	
8.		Property management fees			Monthly	
9.		Repair/maintenance costs			Continuous	

Other Costs:

1. _____

Bidder's Signature ----- Official Stamp ----- Date -----

SECTION VIII: 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 *Confidential Business Questionnaire Form-* This form must be completed by the Tenderer and submitted with the tender documents.
- 3 *Tender Security Form-* When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
- 4 *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.
- 5 *Performance Security Form-* The performance security form should not be completed by the Tenderers at the time of tender preparation. Only the successful Tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6 *Authority Guarantee for Advance Payment Form-* When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the Authority.
- 7 *Manufacturers Authorization Form-* When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the Tenderer is an agent.

FORM OF TENDER

Date

Tender No.

To: **AGRICULTURE AND FOOD AUTHORITY**
P. O. BOX 37962 - 00100 NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission (insert goods/service description).....in accordance and conformity with the said tender documents for the sum (total tender amount inclusive of all taxes applicable in words) (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 Agriculture and Food Authority
4. We agree to abide by this Tender for a period of [number] (Please indicate validity of your tender) 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.

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp and Seal of Tenderer.....

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 Email 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 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
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	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-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 40%;">Citizenship details</th> <th style="width: 30%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares	1.	2.	3.	4.
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1.																		
2.																		
3.																		
4.																		
	Date.....Signature of Candidate.....																				

TENDER SECURITY FORM

Whereas [name of the tenderer]

(hereinafter called “the tenderer”) has submitted its tender dated..... [date of submission of tender] for the provision of

[name and/or description of the services]

(hereinafter called “the Tenderer”)

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity] (hereinafter called “the Bank”) are bound unto.....

[name of procuring entity] (hereinafter called “the procuring entity”) in the sum of

for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 20_____.

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the instructions to tenderers;

we undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank](Amend accordingly if provided by Insurance Company)

CONTRACT FORM

THIS AGREEMENT made the ____ day of ____ 20____ between.....[name of procurement entity] of[country of Procurement entity](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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares 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 _____.

PERFORMANCE SECURITY FORM

To Agriculture and Food Authority

WHEREAS.....
.....

[name of Tenderer]

(hereinafter called “the Tenderer”) has undertaken, in pursuance of Contract No. _____
[reference number of the contract] dated _____ 20____ to
supply.....

[Description services] (Hereinafter called “the contract”)

AND WHEREAS it has been stipulated by you in the said Contract that the Tenderer shall furnish you with an Authority guarantee by a reputable Authority for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Tenderer a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Tenderer, up to a total of
.....

[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the Tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
.....

..... *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of 20

Signature and seal of the Guarantors

[name of Authority or financial institution]

[address]

[date]

AUTHORITY GUARANTEE FOR ADVANCE PAYMENT FORM

To Agriculture and Food Authority

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of Tenderer] [hereinafter called “the Tenderer”] shall deposit with the Procuring entity a Authority guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of

.....

.....

..... *[amount of guarantee in figures and words]*.

We, _____ the

.....

[Authority or financial institution], as instructed by the Tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the Tenderer, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring entity and the Tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Tenderer under the Contract until *[date]*.

Yours truly,

Signature _____ and _____ seal _____ of _____ the Guarantors

[name of Authority or financial institution]

[address] _____

[date]

LETTER OF NOTIFICATION OF AWARD

**Agriculture and Food
Authority P.O Box
37962 – 00100,
Nairobi.**

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this Letter of Notification signifying your Acceptance.
2. The Contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer whose particulars appear below on the subject matter of this Letter of Notification of Award.

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert tender title/description) for (insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....
.....
(Title) (Signature) (Date)

Bidder Official Stamp

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, of P. O. Box being a resident of

..... in the Republic of do hereby make a statement as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (insert name of the Company) who is a Bidder in respect of Tender No.
..... for (insert tender title/description) for
(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp