



Serial No. \_\_\_\_\_

REPUBLIC OF KENYA

**MINISTRY OF FOREIGN AFFAIRS AND  
INTERNATIONAL TRADE**

**P.O. BOX 30551-00100, NAIROBI**

**TENDER No. MFA&IT/OT/005/2015-2017**

**PROVISION OF INTERNATIONAL COURIER  
SERVICES**

**DATE OF ISSUE: 18<sup>TH</sup> APRIL, 2016**

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## SECTION I – INVITATION TO TENDER

18<sup>TH</sup> APRIL, 2016

**Tender No.:** MFA&IT/OT/005/2015-2017

**Tender name:** PROVISION OF INTERNATIONAL COURIER SERVICES

- 1.1 The Ministry of Foreign Affairs invites sealed tenders from eligible candidates for **Provision of International Courier Services**. The Ministry of Foreign Affairs operates in the 54 Missions Worldwide in addition to Ministry Headquarters. The Ministry of Foreign Affairs seeks to select and contract a service provider for the delivery of international mail and parcel courier services as described in the tender document.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Division, Fifth Floor room 504 during normal working hours.
- 1.3 Prices quoted should be net inclusive of all taxes and service costs, must be expressed in Kenya shillings and shall remain valid for a period of 180 days from the closing date of the tender.
- 1.4 Tenders must be accompanied by a security of **Kshs 400,000** in the form specified in the tender documents valid for 180 days.
- 1.5 Completed tender documents are to be forwarded online through the IFMIS portal and addressed as follows:

**The Permanent Secretary,  
Ministry of Foreign Affairs and International Trade,  
P.O. Box 30551-00100, NAIROBI**

So as to be received on or before **3<sup>RD</sup> MAY, 2016 AT 10:00AM**

- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **Ministry of Foreign Affairs and International Trade building, 2<sup>nd</sup> Floor Conference Room** at **10.00 AM**.

**Head Supply Chain Management**  
For: **The Permanent Secretary,**

## SECTION II – INSTRUCTIONS TO TENDERERS

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## **SECTION II: INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 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 unless where specially allowed under section 131 of the Act.
- 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 services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.2 Cost of tendering**

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
- i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Schedule of Requirements
  - v) Details of service
  - vi) Form of tender
  - vii) Price schedules
  - viii) Contract form
  - ix) Confidential business questionnaire form
  - x) Tender security form

- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

## **2.4 Clarification of Documents**

2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no 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 who have received the tender documents”

2.4.2. 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

## **2.5 Amendment of documents**

2.5.1. 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 issuing an addendum

2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.

2.5.3. 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.

## **2.6 Language of Tender**

2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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.

## **2.7 Documents Comprising the Tender**

The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished in accordance with Clause 2.12
- (d) Confidential business questionnaire

## **2.8 Form of Tender**

2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.9.6 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to Instructions to Tenderers

## **2.11 Tenderers Eligibility and Qualifications.**

2.11.1 Pursuant to Clause 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.

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the



Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## **2.12 Tender Security**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 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 2.12.7
- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
  - b) Cash.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's 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.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 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 30
    - or**
    - (ii) to furnish performance security in accordance with paragraph 31.
  - (c) If the tenderer rejects, correction of an error in the tender.

## **2.13 Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after 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.

2.13.2 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 2.12 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.

## **2.14 Format and Signing of Tender**

2.14.1 The tenderer 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.

2.14.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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 initialed by the person or persons signing the tender.

## **2.15 Sealing and Marking of Tenders**

2.15.1 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.

2.15.2 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 to tender and the words: "DO NOT OPEN BEFORE **3<sup>RD</sup> MAY, 2016 AT 10:00 AM**"

2.15.3 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

## **2.16 Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **3<sup>RD</sup> MAY, 2016 at 10.00 AM**
- 2.16.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

## **2.17 Modification and withdrawal of tenders**

- 2.17.1 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 tender's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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 2.12.7.
- 2.17.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 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.

## **2.18 Opening of Tenders**

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the **Ministry of Foreign Affairs building**, on **3<sup>RD</sup> MAY, 2016 at 10.00 AM** in the **Conference Room on 2<sup>nd</sup> Floor**. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.18.3 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.

2.18.4 The procuring entity will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of tenders**

2.19.1 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 shall be sought, offered, or permitted.

2.19.2 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.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 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 quantity, 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 may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

2.20.3 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 affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 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.

2.20.5 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 nonconformity.

## **2.21 Conversion to a single currency**

2.21.1 Where other currencies are used, the procuring entity will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

## **2.22 Evaluation and comparison of tenders.**

2.22.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 2.22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders' offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

## **2.23. Contacting the procuring entity**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 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 tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.

2.24.3 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**

2.24.3 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer 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.

2.24.4 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. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award**

2.25.1 Prior to the expiry of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## **2.26 Signing of Contract**

2.26.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.26.3 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.

## **2.27 Performance Security**

2.27.1 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.

2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 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 or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 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;

2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.



## 2.29 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	Particulars of appendix to instructions to tenderers
2.29.1	Particulars of eligible tenderers: <b>The tender is open to eligible Courier Service providers registered by the Communications Commission of Kenya as a public postal operator</b>
2.29.2	Price to be charged for the tender document will be <b>Kshs. 1,000</b> for bidders who choose to get the document from the Ministry. It will however be <b>FREE</b> for the bidders who download the tender document from the Ministry website <a href="http://www.mfa.go.ke">www.mfa.go.ke</a> or the IFMIS portal but will be required to forward their company details to <a href="mailto:procurementforeignaffairs@gmail.com">procurementforeignaffairs@gmail.com</a> i.e <ul style="list-style-type: none"> <li>• Company name</li> <li>• Contact person</li> <li>• Telephone Number</li> <li>• Email address</li> </ul>
	Bidders MUST respond online through the IFMIS portal. Hard copy bids will be delivered to the Ministry of Foreign Affairs and International Trade clearly addressed to: <p style="text-align: center;">The Principal Secretary Ministry of Foreign Affairs and International Trade P.O Box 30551-00100 NAIROBI</p> Deposited on the ground floor of the Ministry of foreign affairs building at the tender box so as to be received before or on The deadline for bid submission is: <b>Date:3<sup>rd</sup> MAY, 2016</b> <b>Time:10:00 am</b>
2.29.3	Particulars of other currencies allowed. <b>None</b>
2.29.4	Particulars of eligibility and qualifications documents of evidence required. Copies of: <ol style="list-style-type: none"> <li><b>i. Certificate of Registration/Incorporation</b></li> <li><b>ii. Certificate of Valid tax compliance</b></li> <li><b>iii. VAT Certificate</b></li> <li><b>iv. Current Certificate of Registration/operating license as a public postal operator in Kenya with the Communication Commission of Kenya(CCK)</b></li> <li><b>v. Others given in the tender document</b></li> </ol>
2.29.52	Particulars of the tender security if applicable. <b>Kshs. 400,000 valid for an additional thirty (30) days after the expiry of the tender validity period.</b>
2.14.1	The number of copies of the Tender to be completed and returned shall be: <b>One (1) hard copy and One (1) soft copy submitted through the IFMIS Portal</b>
2.29.6	Form of Tender Security: <b>The Tender Security shall be in the form of a Guarantee from a reputable commercial bank or reputable Insurance companies registered by PPOA.</b>
2.29.7	Validity of Tenders: Tenders <b>shall remain valid for 180 days.</b>

2.30

**Evaluation Criteria**

The following requirements must be met by the tenderer notwithstanding other requirements in the tender documents. Prospective bidders are required to indicate whether they are **Responsive** or Not Responsive.

**a)Mandatory Requirements (MR)**

<b>No.</b>	<b>Requirements</b>	<b>Responsive or Not Responsive</b>
MR 1	Must have been in existence for the last five years(5)	
MR 2	Must present a copy of a current operating license from the Communications Commission of Kenya (CCK) as a public postal operator	
MR 3	Must submit reference letters from five (5) clients indicating value of each contract (minimum Kshs.300,000 per month)	
MR4	Provide evidence of manpower and courier vehicles/motorcycles(minimum 10 No. registered in own name or lease agreement	
MR 5	Provide copy of Professional Indemnity Insurance Cover for parcels and all consignments	
MR 6	Must submit a copy of certificate of Registration/Incorporation	
MR 7	Must submit a copy of Valid Tax Compliance certificate	
MR 8	Must provide details of physical address and contacts with copy of title or lease documents with latest utility	
MR 9	Must submit certified financial statements for the last two financial years	
MR 10	Must submit Last 12months Bank Statements(Up to June, 2015)	
MR 11	Must fill the price schedule in the format provided	
MR 12	Must fill the form of tender in the form provided	
MR 13	Must submit a tender security as specified	
MR 14	Must submit a duly filled up Confidential Business Questionnaire in the format provided	
MR 15	Must submit a list of its branch networks within the 54 missions	

MR 16	Any past and/or current litigation history of the bidder in the format provided; the parties concerned and nature of the disputes		
MR 17	Must submit a copy of contractual liability cover insurance policy		
	<b>Bidder Should indicate Yes/ No as appropriate</b>	<b>Yes</b>	<b>No</b>
MR 18	Does the ministry have the authority to seek references from the bidder's banks and other referees?		
MR 19	Does the bidder have the ability to operate on a 24hour basis?		

**At this page, the tender's submission will either be responsive or non-responsive, including filling a 'No' for MR 18 and MR 19. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

**b) Technical Scores (T.S.)**

This section (Technical Evaluation) will carry a weight of 0.7 of the entire evaluation and will be as follows:

<b>No.</b>	<b>Evaluation Attribute</b>	<b>Scores</b>	<b>Max. Scores</b>
T.S.1	<p><b>Physical attribute</b></p> <ul style="list-style-type: none"> <li>Evidence of physical address e.g. title deed/lease agreement/utility bills</li> <li>List of appropriate consumables related to the services provided e.g. way-bill, packaging materials etc</li> </ul>	<p>2 marks</p> <p>2 marks</p>	9marks
T.S.2	<p><b>Financial Resources</b></p> <ul style="list-style-type: none"> <li>Audited books of accounts for the last two years</li> <li>Bank Statements for the last twelve months</li> </ul>	<p>9 marks</p> <p>9 marks</p>	18 marks
T.S.3	<p><b>Experience</b></p> <ul style="list-style-type: none"> <li>Over ten(10) years</li> <li>5-10 years</li> <li>0-5 years</li> </ul>	<p>8 marks</p> <p>5 marks</p> <p>3 marks</p>	8 marks
T.S.4	<p><b>Company's Annual Turnover</b></p> <ul style="list-style-type: none"> <li>Over 20 million</li> <li>Below 20 million</li> </ul>	<p>5 marks</p> <p>2 marks</p>	5 marks
T.S.5	<p><b>Contractual ability</b></p> <ul style="list-style-type: none"> <li>Contractual liability cover of kshs.500,000</li> </ul>	<p>5 marks</p>	5marks
T.S.6	<p><b>Quality Management Systems</b></p> <ul style="list-style-type: none"> <li>Complete</li> <li>In process</li> </ul>	<p>5 marks</p> <p>3 marks</p>	5 marks
T.S.7	<p>Provide at least 5 clients and references to which the company has offered similar services in the last 3 years .Bidders must provide reference letters with the firm's letterhead and that are duly signed and stamped by the relevant officer Bidders must also use the format provided in section 5: Schedule of Requirements.</p>	<p>Each Client @ 5marks, maximum points=25</p>	25
T.S.8	<p><b>Company and staff Profile</b> Managerial and Key Personnel Competency Profile</p> <ul style="list-style-type: none"> <li>Provide details of any relevant certifications and/or accreditations by principals or members of staff and attach copies of such certification .Such certification should be</li> </ul>	<p>5 marks</p>	10 marks

	<p>relevant to the work they do and the key skills for the services required.</p> <ul style="list-style-type: none"> <li>• Membership in professional body/association</li> </ul>	5 marks	
T.S.9	<p><b>Document Presentation</b></p> <ul style="list-style-type: none"> <li>• Sanctity of document, Logically arranged, numbered with a table of contents neatly bound&amp; giving ample evidence in terms of content</li> </ul>	5marks	5marks
T.S.10	<p><b>Branch Network</b></p> <ul style="list-style-type: none"> <li>• Branch network covers 54 missions worldwide (provide evidence)</li> <li>• Branch network covers less than 54 missions</li> </ul>	10marks 3 marks	10 marks
	Total score		100 marks
	<b>CUT OF POINTS</b>		75

	<p><b>Formula for Determining the Technical score:</b> Technical score (actual final score/highest final score*100) <b>Only bidders who score 75 marks and above will be subjected to financial evaluation. Those who score below 75 marks will be eliminated at this stage from the entire evaluation process and will not be considered further.</b></p> <p>c) <b><u>Financial score (F.S.)</u></b></p> <p>Formula for Determining the Financial Score:  Financial score = (lowest total fees/actual fees *100). (For purposes of calculating the financial scores, the fees will be calculated based on the 1<sup>st</sup> 5Kgs +1 additional kg.) The formula will apply for all missions as per attached schedule;  The financial score will carry weight of 0.3 of the entire evaluation. Bids will be ranked according to their combined weighted technical and financial scores.  The lowest Evaluated Bid amongst the bidders with highest score will be recommended for award based on competitiveness.</p>
2.30.1	Particulars of Post-qualification if applicable. <b>The Ministry may inspect the premises and interview management to confirm the information given</b>
2.30.2	Particulars of performance security if applicable. <b>N/A</b>
	Others-Complete as necessary. <b>None</b>

**Note 1:** Weight for the technical Score -0.7

Weight for the Financial Score -0.3

**Note 2:** Technical Score =actual final score/highest final score \*100

Financial Score =lowest total fees/actual total fees\*100

**Note 3:** Formula to calculate Altman Z-score (Determination of the Company's Solvency)

Z-score= $\frac{1.2a+1.4b+3.3c+d+ 0.6f}{e}$

g

e

**Where:**

a-working capital

b- Retained earnings

c- Operating income

d- Sales

e- Total assets

f- Net assets/net worth

g- Total debt

## Bidder's Experience Requirements

Potential suppliers are required to submit details of at least five (5) organizations where they have undertaken similar services in the format given below. This is so that references may be obtained. Ensure you have provided reference letters from the organizations duly signed and stamped by the relevant officer. The reference letters must be in the organizations letterheads.

No.	Contact Information	Details
1	Name of Company	
	Name of Contact person	
	Designation	
	Telephone number	
	e-mail address	
2	Name of Company	
	Name of Contact person	
	Designation	
	Telephone number	
	e-mail address	
3	Name of Company	
	Name of Contact person	
	Designation	
	Telephone number	
	e-mail address	
4	Name of Company	
	Name of Contact person	
	Designation	
	Telephone number	
	e-mail address	
5	Name of Company	
	Name of Contact person	
	Designation	
	Telephone number	
	e-mail address	

Ensure you have provided reference letters for **ALL** the above organizations, duly **signed** and **stamped** by the relevant officer.

The reference letter **MUST** be on the organization's letterhead.

## SECTION III GENERAL CONDITIONS OF CONTRACT

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## **SECTION III GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

In this contract the following terms shall be interpreted as indicated:

- a) "The contract" means the agreement entered into between the Procuring entity 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 the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization sourcing for the services 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**

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

### **3.5 Patent Right's**

The tenderer shall indemnify the Procuring entity 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**

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity 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 the Procuring entity 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 the Procuring entity and shall be in the form of:
- a) Cash.
  - b) A bank guarantee.
  - c) Such insurance guarantee approved by the Authority.
  - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the procuring entity 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 Inspections and Tests**

- 3.7.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity 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 the Procuring entity.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.
- 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**

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 the procuring entity'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**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the procuring entity's prior written consent.

### **3.11 Termination for Default**

The Procuring entity 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 the Procuring entity.
- b) If the tenderer fails to perform any other obligation(s) under the Contract.
- c) If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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 the Procuring entity for any excess costs for such similar services.

### **3.12 Termination of insolvency**

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt 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 the procuring entity.

### **3.13 Termination for convenience**

3.13.1 The procuring entity 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 the procuring entity 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 the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.14 Resolution of disputes**

The procuring entity'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.

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**

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**

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.**

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

### **3.18 Notices**

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

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

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 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.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General Conditions of Contract reference	Special conditions of contract
3.6	10% of the total Contract Price
3.8	Upon successful completion of the specified service per month.
3.9	No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.
3.14	As specified in the tender document.
3.17	Laws of Kenya
3.18	As per General Conditions of Contract.
Other's as necessary	As indicated below: 1- 13

1. **Must** have a minimum of three years experience and provide current list of clients as at 30<sup>th</sup> December, 2015.
2. **Must** fill, sign and stamp the Confidential Business Questionnaire form (S33) and the Form of Tender or will be automatically be disqualified.
3. Tenders shall be required to provide copies of the following pursuant to clause 2.11 on Instruction to Tenderers:
  - a. VAT and PIN Certificate
  - b. Certificate of Business Registration/Incorporation
  - c. Valid Tax Compliance Certificate
4. Prices quoted must be in Kenya Shillings and inclusive of all applicable taxes
5. Prices quoted **MUST** be valid to **30<sup>th</sup> June, 2017** and comparative to market rates.
6. Evaluation criteria will be based on general conditions, special condition of Contract
7. Provision of a comprehensive price schedule covering all the 54 missions
8. Past litigation and arbitration incidences encountered by the firms in the last three years, if any, must be enumerated.
9. Price schedule, Schedule of requirements and Form of Tender must be dully Filled Signed and Stamped.
10. Provision of audited accounts for the last three years, indicating financial capability.
11. Adequate insurance cover
12. Indicate any ISO certifications awarded, accreditation to professional bodies and additional certificates awarded.
13. Indicate tender validity period for 180 days and above.
14. Bidders are required to respond online through the IFMIS portal.

## SECTION V – SCHEDULE OF REQUIREMENTS

The following services entail dispatching and receiving diplomatic bags to the Missions abroad and from the Ministry of Foreign Affairs headquarters as per details given below:

.No.	MISSION	OUTBOUND NBO to _____	INBOUND _____ to NBO	Delivery Schedule after dispatch
1.	Abu Dhabi	Once a week	Once a week	One – two days
2.	Abuja	Once a week	Once a week	One – two days
3.	Addis Ababa	Once a week	Once a week	One – two days
4.	Algiers	Once a week	Once a week	One – two days
5.	Ankara	Once a week	Once a week	One – two days
6.	Bangkok	Once a week	Once a week	One – two days
7.	Beijing	Once a week	Once a week	One – two days
8.	Berlin	Once a week	Once a week	One – two days
9.	Brazillia	Once a week	Once a week	One – two days
10.	Brussels	Once a week	Once a week	One – two days
11.	Bujumbura	Once a week	Once a week	One – two days
12.	Cairo	Once a week	Once a week	One – two days
13.	Canberra	Once a week	Once a week	One – two days
14.	Dar-es-Salaam	Once a week	Once a week	One – two days
15.	Doha	Once a week	Once a week	One – two days
16.	Dublin	Once a week	Once a week	One – two days
17.	Dubai	Once a week	Once a week	One – two days
18.	Gaberone	Once a week	Once a week	One – two days
19.	Geneva	Once a week	Once a week	One – two days
20.	Hague	Once a week	Once a week	One – two days
21.	Harare	Once a week	Once a week	One – two days
22.	Islamabad	Once a week	Once a week	One – two days
23.	Juba	Once a week	Once a week	One – two days
24.	Kampala	Once a week	Once a week	One – two days
25.	Khartoum	Once a week	Once a week	One – two days
26.	Kigali	Once a week	Once a week	One – two days
27.	Kinshasa	Once a week	Once a week	One – two days
28.	Kuala Lumpur	Once a week	Once a week	One – two days
29.	Kuwait	Once a week	Once a week	One – two days
30.	London	Once a week	Once a week	One – two days
31.	Los Angeles	Once a week	Once a week	One – two days
32.	Luanda	Once a week	Once a week	One – two days
33.	Lusaka	Once a week	Once a week	One – two days
34.	Madrid	Once a week	Once a week	One – two days
35.	Mogadishu	Once a week	Once a week	One – two days
36.	Moscow	Once a week	Once a week	One – two days
37.	Muscat	Once a week	Once a week	One – two days
38.	New Delhi	Once a week	Once a week	One – two days
39.	New York	Once a week	Once a week	One – two days
40.	Ottawa	Once a week	Once a week	One – two days
41.	Paris	Once a week	Once a week	One – two days
42.	Paris UNESCO	Once a week	Once a week	One – two days
43.	Pretoria	Once a week	Once a week	One – two days
44.	Riyadh	Once a week	Once a week	One – two days
45.	Rome	Once a week	Once a week	One – two days
46.	Seoul	Once a week	Once a week	One – two days

47.	Stockholm	Once a week	Once a week	One – two days
48.	Tehran	Once a week	Once a week	One – two days
49.	Tel Aviv	Once a week	Once a week	One – two days
50.	Tokyo	Once a week	Once a week	One – two days
51.	Tripoli	Once a week	Once a week	One – two days
52.	Vienna	Once a week	Once a week	One – two days
53.	Washington	Once a week	Once a week	One – two days
54.	Windhoek	Once a week	Once a week	One – two days

## **SECTION VI DESCRIPTION OF SERVICES**

### **1. Background**

The Ministry of Foreign Affairs operates in the 54 Missions Worldwide in addition to Ministry Headquarters. The Ministry of Foreign Affairs seeks to select and contract a service provider for the delivery of international mail and parcel courier services as described in the tender document. The successful bidder on award of the contract shall be contracted for this purpose for an initial period of twenty four months (24), with an option of renewal for a further twelve (12) months, subject to satisfactory performance.

### **2. Scope of Work**

- a) International Courier Services: The prospective bidder will manage the delivery service for outgoing and incoming mails and parcels for international destinations.

### **3. Description of Services**

- a) Deliveries and collection of parcels/letters/documents will be made as and when required within both inbound and out bound
- b) The prospective bidder shall maintain a record of mails/parcels/documents collected and delivered and will provide acknowledgement of the same via way bills, and any other means.
- c) The prospective bidder shall notify the communication and mail registry unit through email or telephone of any irregularities such as delays, damage/loss of document and/or consignments. The contractor shall be liable for all damages where it is determined that the delay, damage to or loss of documents/consignments/parcel is attributable either to the default of, or negligence on the part of the prospective bidder.
- d) In case of delays, opened, lost or non-arrival of consignment or documents, the contractor is required to submit an investigation report immediately (within 24 hours) with the following format;
  - ✓ Carriage details
  - ✓ Sequence of events
  - ✓ Failure analysis
  - ✓ Investigation Results
  - ✓ Containment Plan
  - ✓ Conclusion
  - ✓ Recommended corrective actions
- e) Billings: All invoices shall reflect the account number, breakdown of the amount, weight, fuel surcharge (if any) and terms of payment due with supporting way bills/PODs. The amount of payment shall be in accordance with the prospective bidder's contract price schedule.
- f) Mail Tracking/ Status Monitoring: For international mail, the contractor should provide direct tracking system on the prospective bidder's contract price schedule.
- g) 24 hours operations: The prospective bidder may also be tasked to pick up mail and parcels, outside regular pick up time and office hours for urgent deliveries.



- h) Storage points: The prospective bidder should submit a list of storage points countrywide.
- i) Report Generations: The prospective bidder should submit monthly reports to the ministry communication and Mail Registry within 14days after the previous month which consists of a summary of courier service, volume, weight, destinations, sender, reasons of delay, e.t.c.
- j) New Products, Features and Enhancements: The prospective bidder should provide the ministry with information/brochures of the new product, features, promotions and enhancements.

## **1. OUTBOUND DIPLOMATIC BAGS**

- 1. The Company will be expected to collect the diplomatic bags from the Ministry of Foreign Affairs Headquarters or Missions, process documentation at the airport and deliver to the Mission abroad or Headquarters once a week every day as per given schedule.
- 2. The Ministry expects prompt delivery to the Mission or Headquarters without unnecessary delays.

## **2. INBOUND DIPLOMATIC BAGS**

- 1. The Company will be expected to process documentation, with Customs etc for the incoming Dip bag and deliver to the Mission abroad or Ministry Headquarters once a week every day as per given schedule.
- 2. The Ministry expects prompt delivery to the Mission or Headquarters without unnecessary delays in clearing the Dip bag.

## **3. WORKERS:**

The contract shall employ workers who are well trained and have quality experience in International courier services. Utmost care and high level of integrity is required while handling the Dip bags

## **4. IDENTIFICATION:**

The Employee's assigned to handle the Ministry's dip bag shall at all times wear their uniforms and staff identification cards bearing their names while within the precincts of the Ministry of Foreign Affairs.

## **5. TIME SCHEDULES:**

The company shall keep to the time schedules for collecting and delivering the dip bags to the Ministry of Foreign Affairs at the agreed times and as from time to time as directed by Head Communication.

## **6. ONLINE TRACKING SYSTEM**

The company, at no extra cost, should install their e-shipping tracking software. Features to include online booking of dip bag dispatches, automatic sending of airway bill to the recipient via email address. Online tracking of the dip bag from Headquarters to delivery to the mission or from Missions to delivery at Headquarters.

## **7. TENDER FORMS:**

Form of tender, Price Schedule and Confidential Business Questionnaire, **MUST** be duly filled, signed and stamped

<b>INBOUND</b>				
<b>S/No.</b>	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
1.	Abu Dhabi			
2.	Abuja			
3.	Addis Ababa			
4.	Algiers			
5.	Ankara			
6.	Bangkok			
7.	Beijing			
8.	Berlin			
9.	Brasilia			
10.	Brussels			
11.	Bujumbura			
12.	Cairo			
13.	Canberra			
14.	Dar-es-Salaam			
15.	Doha			
16.	Dublin			
17.	Dubai			
18.	Gaborone			
19.	Geneva			
20.	Hague			
21.	Harare			
22.	Islamabad			
23.	Juba			
24.	Kampala			
25.	Khartoum			
26.	Kigali			
27.	Kinshasa			
28.	Kuala Lumpur			
29.	Kuwait			
30.	London			
31.	Los Angeles			
32.	Luanda			
33.	Lusaka			
34.	Madrid			
35.	Mogadishu			
36.	Moscow			
37.	Muscat			
38.	New Delhi			
39.	New York			
40.	Ottawa			
41.	Paris			
42.	Paris UNESCO			
43.	Pretoria			
44.	Riyadh			
45.	Rome			
46.	Seoul			
47.	Stockholm			

<b>INBOUND</b>				
<b>S/No.</b>	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
48.	Tehran			
49.	Tel Aviv			
50.	Tokyo			
51.	Tripoli			
52.	Vienna			
53.	Washington			
54.	Windhoek			

<b>OUTBOUND</b>				
	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
1.	Abu Dhabi			
2.	Abuja			
3.	Addis Ababa			
4.	Algiers			
5.	Ankara			
6.	Bangkok			
7.	Beijing			
8.	Berlin			
9.	Brasilia			
10.	Brussels			
11.	Bujumbura			
12.	Cairo			
13.	Canberra			
14.	Dar-es-Salaam			
15.	Doha			
16.	Dublin			
17.	Dubai			
18.	Gaborone			
19.	Geneva			
20.	Hague			
21.	Harare			
22.	Islamabad			
23.	Juba			
24.	Kampala			
25.	Khartoum			
26.	Kigali			
27.	Kinshasa			
28.	Kuala Lumpur			
29.	Kuwait			
30.	London			
31.	Los Angeles			
32.	Luanda			
33.	Lusaka			
34.	Madrid			
35.	Mogadishu			

	<b>OUTBOUND</b>			
	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
36.	Moscow			
37.	Muscat			
38.	New Delhi			
39.	New York			
40.	Ottawa			
41.	Paris			
42.	Paris UNESCO			
43.	Pretoria			
44.	Riyadh			
45.	Rome			
46.	Seoul			
47.	Stockholm			
48.	Tehran			
49.	Tel Aviv			
50.	Tokyo			
51.	Tripoli			
52.	Vienna			
53.	Washington			
54.	Windhoek			

## **SECTION VII –STANDARD FORMS**

Notes of the 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. **Price Schedule Form** – The prices schedule form must similarly be completed and submitted with the tender.
3. **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.
4. **Confidential Business Questionnaire Form** – The form must be completed by the tenderer and submitted with the tender documents.
5. **Tender Security Form** – When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter.

**SECTION VII- STANDARD FORMS**

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## **PRICE SCHEDULE OF SERVICES**

<b>INBOUND</b>				
<b>S/No.</b>	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
1.	Abu Dhabi			
2.	Abuja			
3.	Addis Ababa			
4.	Algiers			
5.	Ankara			
6.	Bangkok			
7.	Beijing			
8.	Berlin			
9.	Brasilia			
10.	Brussels			
11.	Bujumbura			
12.	Cairo			
13.	Canberra			
14.	Dar-es-Salaam			
15.	Doha			
16.	Dublin			
17.	Dubai			
18.	Gaborone			
19.	Geneva			
20.	Hague			
21.	Harare			
22.	Islamabad			
23.	Juba			
24.	Kampala			
25.	Khartoum			
26.	Kigali			
27.	Kinshasa			
28.	Kuala Lumpur			
29.	Kuwait			
30.	London			
31.	Los Angeles			
32.	Luanda			
33.	Lusaka			
34.	Madrid			
35.	Mogadishu			
36.	Moscow			
37.	Muscat			
38.	New Delhi			
39.	New York			
40.	Ottawa			
41.	Paris			
42.	Paris UNESCO			
43.	Pretoria			
44.	Riyadh			

<b>INBOUND</b>				
<b>S/No.</b>	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
45.	Rome			
46.	Seoul			
47.	Stockholm			
48.	Tehran			
49.	Tel Aviv			
50.	Tokyo			
51.	Tripoli			
52.	Vienna			
53.	Washington			
54.	Windhoek			

<b>OUTBOUND</b>				
<b>S/No.</b>	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
1.	Abu Dhabi			
2.	Abuja			
3.	Addis Ababa			
4.	Algiers			
5.	Ankara			
6.	Bangkok			
7.	Beijing			
8.	Berlin			
9.	Brasilia			
10.	Brussels			
11.	Bujumbura			
12.	Cairo			
13.	Canberra			
14.	Dar-es-Salaam			
15.	Doha			
16.	Dublin			
17.	Dubai			
18.	Gaborone			
19.	Geneva			
20.	Hague			
21.	Harare			
22.	Islamabad			
23.	Juba			
24.	Kampala			
25.	Khartoum			
26.	Kigali			
27.	Kinshasa			
28.	Kuala Lumpur			
29.	Kuwait			
30.	London			
31.	Los Angeles			
32.	Luanda			



<b>OUTBOUND</b>				
<b>S/No.</b>	<b>MISSION</b>	<b>1KG</b>	<b>5KG</b>	<b>10KG</b>
33.	Lusaka			
34.	Madrid			
35.	Mogadishu			
36.	Moscow			
37.	Muscat			
38.	New Delhi			
39.	New York			
40.	Ottawa			
41.	Paris			
42.	Paris UNESCO			
43.	Pretoria			
44.	Riyadh			
45.	Rome			
46.	Seoul			
47.	Stockholm			
48.	Tehran			
49.	Tel Aviv			
50.	Tokyo			
51.	Tripoli			
52.	Vienna			
53.	Washington			
54.	Windhoek			

- a) Bidders should quote for all services specified otherwise will be disqualified.
- b) The award will be given to the lowest quote for all the services as a single contract to bidder who meets the criteria set.

Signature of Bidder \_\_\_\_\_

**NOTE:**

In case of discrepancy between unit price and total price, the unit price shall prevail.

**FORM OF TENDER**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*  
the of which is hereby duly acknowledged, we, the undersigned, offer to provide.  
*[description of services]*  
in conformity with the said tender documents for the sum of . *[total tender amount in words and 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 provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of 120 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* \_\_\_\_\_ *[In the capacity of]*  
 Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## 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.:

The Tender Form and the Price Schedule submitted by the tenderer

The Schedule of Requirements

The Technical Specifications

The General Conditions of Contract

The Special Conditions of Contract and

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 \_\_\_\_\_.

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

### ***Part I – General:***

Business Name

.....

Location of business

premises.....

Plot No. ....

Street/Road.....

Postal Address ..... Tel.

No.....

Nature of business.....

Current Trade License No. .... Expiry date .....

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***

Give details of partners as follows:

	<u>Name</u>	<u>Nationality</u>	<u>Citizen Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
...	.....	.....	.....	.....

3. ....  
    ...
4. ....  
    ...
5. ....  
    ...

**Part 2 (c) - Registered Company**

Private or public.....

State the nominal and issued capital of the company –

Nominal Kshs..... Issued

Kshs.....

Give details of all directors as follows:

	<u>Name</u>	<u>Nationality</u>	<u>Citizen Details</u>	<u>Shares</u>
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....

Date .....Signature of  
Tenderer.....

\*If Kenyan citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

**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)*

**PERFORMANCE SECURITY FORM**

To: .....

[name of the Procuring entity]

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 a bank guarantee by a reputable bank 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 bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[Name of tender].....

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 bank 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 .....

*[bank 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 thereunder 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 bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_



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(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER