



Our Reference: **CPG/3947/2022**

Date: 20 April 2022

**INVITATION TO TENDER TO FOR THE PROVISION OF GROUNDS MAINTENANCE SERVICES FOR THE
BRITISH HIGH COMMISSION, NAIROBI**

You are invited to submit a tender to the Secretary of State for the Foreign, Commonwealth and Development Office or his representatives in the Foreign and Commonwealth Office (FCDO), hereinafter referred to as the "Authority", for the provision of Grounds Maintenance Services for the British High Commission, Nairobi.

Enclosed are:

- Document 1: Instructions and information on the tendering procedures
Conditions applying to this tender
- Document 2: ITT CPG/3947/2022
- Document 3: Evaluation Criteria
- Document: Proposed contract documents
 - Section 1 – Form of agreement
 - Section 2 – Conditions of contract
 - Section 3 – Schedule of prices and rates
 - Section 4 – Statement of service requirements & KPI's
 - Section 5 – KPI Instructions
 - Section 6 – Non-Disclosure Agreement (NDA)
- Document 4: Declaration and information to be provided by Tenderer

Please read the instructions on the tendering procedures carefully as failure to comply with them may invalidate your Tender.

Please contact **Wilhelm Holtmann** via the [Bravo solutions e-tender portal](#) (details provided on the ITT) if you have any questions about the tendering procedure, but please note the arrangements in the enclosed instructions (Document 1) for providing you with further information or clarification of the service requirement.

Yours faithfully

Wilhelm Holtmann
Regional Procurement Lead – Africa Hub



DOCUMENT 1

PROVISION OF GROUNDS MAINTENANCE SERVICES FOR THE BRITISH HIGH COMMISSION, NAIROBI

INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

ABOUT THESE INSTRUCTIONS

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. All enquiries, questions or requests for clarification by Tenderers should be submitted via email.

1. Please note that references to the "Authority" throughout these documents means the Secretary of State for the Foreign, Commonwealth and Development Office or his representatives in the Foreign and Commonwealth Office (FCDO).

2. TIMETABLE AND ADMINISTRATION ARRANGEMENTS

The estimated timetable for the award of a contract is as follows:

Activity	Target
Issue Invitation to Tender	20/04/2022
Compulsory Site visit	26/04/2022
Receipt of Tenders	18/05/2022
Completion of Evaluation (including internal approvals)	23/05/2022
Award of Contract	31/05/2022
Contract Start	01/07/2022

The above timetable is indicative and the Authority reserves the right to vary it during the course of the procedure.

Tenderers should be aware that the Authority may circulate the answers to any questions raised by Tenderers to all Tenderers subject to considerations of commercial confidentiality. When submitting questions, Tenderers should indicate, with reasons, whether all or part of the question is commercially confidential.

A compulsory site visit will be conducted on **[26 April 2022 at 08:30 Kenya Time]**. Tenderers are requested to meet the representative, Danielle Morissette of the FCDO at the BHC, Nairobi, Upper Hill Road. The site visit will be conducted entirely at the Tenderers own risk and expense insofar as transport and accommodation are concerned. Tenderers shall make their own arrangements in this regard. A site visit register will be completed in respect of all participating Tenderers and failure to attend the site visit will lead to automatic disqualification.

Please forward all the names of the representatives 1 day prior (by **25 April 2022 at 13:00**) to attending the site visit to Wilhelm Holtmann by sending a message on the [Bravo Solutions e-tender portal](#) or via email on Wilhelm.Holtmann@FCO.gov.uk with Ref: "Site Visit – Grounds Maintenance – CPG/3947/2022". Kindly note that you will not be allowed on the premises if you have not forwarded or registered your name for the attendance of the briefing.



CONDITIONS APPLYING TO THIS TENDER

Alterations

1. **No alteration shall be made in the Form of Tender, Contract Conditions, Statement of Service Requirements or other documents.**

Incomplete Tender

2. Tenders may be rejected if information requested is not provided in the tender submission.

Return of Tenders

3. **Tenders are to be returned by 18/05/2022 at 14:00 CAT.** Please ensure that the Pricing/Commercial section of your tender is submitted separately from your Quality/Technical section.

Receipt of Tenders

4. Tenders will be received up to the time and date stated via Bravo only to the Authority identified in the documents. The Authority is not responsible for non-receipt of tenders. Those received before that date will be retained unopened until then. Please ensure that your tender is submitted not later than the appointed time. The Authority does not undertake to consider tenders received after that time.

Acceptance of Tenders

5. By issuing this invitation the Authority is not bound in any way and does not have to accept the lowest or any tender and reserves the right not to award any contract or to accept the whole or any specified part of the tender.

Period for which Tenders shall Remain Valid

6. **Tenders shall constitute offers capable of acceptance by the Authority and shall remain valid for 3 months** from the closing date for receipt of tenders.

Amendments to the Tender Documents

7. The Authority reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued via email. In the event of amendments, the Authority may at its discretion extend the deadline for receipt of tenders.

Qualification

8. The Tenderer is reminded that his Tender shall be strictly in accordance with the Authority Statement of Service Requirements, Conditions of Contract and Instructions to Tenderers, and shall not be qualified in any way. The Tenderer shall ensure, therefore, that any explanatory or descriptive matter included in his Tender does not constitute a qualification to the Authority requirements and terms and conditions as stated in the Invitation to Tender document.

Inducements

9. Offering an inducement of any kind in relation to obtaining this or any other contract with the Authority will disqualify your tender from being considered and may constitute a criminal offence.



Collusion

10. Please note that Document 4, Part 2 contains a "Certificate of Bona Fide Tendering". Any breach of the undertakings covered will invalidate your tender.

Costs and Expenses

11. You will not be entitled to claim from the Authority any costs or expenses which you may incur in preparing your tender whether or not your tender are successful.

Debriefing

12. Following the award of contract, debriefing will be offered to Tenderers, if requested.

Parent Company Guarantee/Bank Guarantee

13. You may be asked to provide a Parent Company Guarantee or a Bank Guarantee.

Tender Documents

14. The Tender comprising the information set out in the enclosed Document 4 "Declaration and Information by Tenderer" must be returned in its entirety to the Authority via email.

Compliant Tenders

15. Subject to the submission of a compliant tender, you may also submit an alternative price and method for carrying out the Services which the Authority, at its sole discretion, may or may not pursue.

Confidentiality

16. All information supplied by the Authority to you must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for the purposes of submitting the tender. All information supplied by you to the Authority will similarly be treated in confidence except:
- i) that references may be sought from banks, existing or past clients, or other referees submitted by the Tenderers
 - ii) for the disclosure of such information with regard to the outcome of the procurement process as may be required to be published in the Supplement to the Official Journal of the European Union, in accordance with any UK legal requirements e.g. the Freedom Of Information Act 2000 etc, or EC directives or elsewhere in accordance with the requirements of UK government policy on the disclosure of information relating to government contracts.

Compliance with Environmental Requirements

17. You should include details of how you will meet any environmental requirements of this Contract including the statement regarding the Authority's environment policy as set out in Condition 49 of the Contract documents. You should include your views about any major environmental aspects of the Contract and how you propose to minimise adverse affects.



18. The Tenderer must ensure that any environmental claim it makes relating to its Tender fully accords with Green Claims Guidance available from the Department for Environment, Food & Rural Affairs (DEFRA) website:

<https://www.gov.uk/government/publications/green-claims-guidance>

19. The Tenderer must also ensure where relevant to the Services under this Contract, that it fully complies with the Authorities requirement that all timber and wood-derived products for supply or use in performance of this Contract must be independently verifiable and either from a Legal and Sustainable source; or from a FLEGT-licensed or equivalent source. Further information and guidance on the UK Government timber policy is available on the Central Point for Expertise on Timber (CPET) website:

<http://www.cpet.org.uk/uk-government-timber-procurement-policy>

Freedom of Information

20. The Authority is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Authority may need to be disclosed by the Authority in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

Government Skills and Apprenticeships Initiative

21. In line with the UK government commitment to expand apprenticeships in the public sector, we encourage suppliers to provide training and apprenticeship opportunities in their workforce for FCO contracts where it is appropriate to do so. Sub-contractors engaged to deliver FCO contracts should also be encouraged to offer such opportunities as appropriate. For further information on the initiative, please see the Cabinet Office joint statement on Access to Skills, Trade Unions and Advice on Government Contracting at http://www.cabinetoffice.gov.uk/media/cabinetoffice/workforcematters/assets/CO_joint_statement.pdf and the OGC guidance leaflet "Promoting Skills through Public Procurement" at http://www.ogc.gov.uk/documents/promoting_skills_through_public_procurement.pdf "

No Warranty and Disclaimer

22. The Authority and its advisers make no representation or warranty as to the accuracy or completeness of the information set out in this Tender. Tenderers should make their own enquiries and satisfy themselves as to the information set out herein.
23. This document should not be construed as an offer by the Authority capable of acceptance by you.