

# **NUCLEAR POWER AND ENERGY AGENCY**



**TENDER NO. NuPEA/OT/DNEID/001/20-21**

**FOR PROVISION OF OFFICE LEASING IN MOMBASA  
COUNTY**

**NOVEMBER 2020**

**NUCLEAR POWER AND ENERGY AGENCY**

**KAWI COMPLEX, OFF REDCROSS**

**P. O. Box 26374-00100**

**NAIROBI**

**Telephone: +254-20-5138300**

**Website: [www.nuclear.co.ke](http://www.nuclear.co.ke)**

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## **SECTION I – INVITATION TO TENDER**

**17<sup>th</sup> November 2020**

**Tender No. NuPEA/OT/DNEID/001/20-21**

**Tender Description: PROVISION OF OFFICE SPACE LEASING IN MOMBASA COUNTY**

- 1.1 Nuclear Power and Energy Agency hereinafter referred to NuPEA invites sealed tenders from eligible candidates for the provision of office leasing in Mombasa County.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Procurement Office, Nuclear Power and Energy Agency, located at South C, off Red Cross Road, KAWI Complex, Wing C, 2<sup>nd</sup> Floor, P.O Box 26374-00100, Nairobi, Kenya during normal working hours.
- 1.3 A complete tender document has been uploaded in the website ([www.nuclear.co.ke](http://www.nuclear.co.ke))
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty (120) days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at 2<sup>nd</sup> Floor, KAWI Complex, Wing C or be addressed and posted to Nuclear Power and Energy Agency, P.O. Box 26374-00100, Nairobi to be received on or before **1<sup>st</sup> December 2020 at 10.00 am**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at the NuPEA meeting room located on 4<sup>th</sup> Floor at KAWI Complex, Wing C, South C, Nairobi.

**Dr. Antony Lusuli (PhD)**  
**MANAGER, SUPPLYCHAIN**

**FOR: NUCLEAR POWER AND ENERGY AGENCY**

## **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. NuPEA's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3. A tenderer is eligible to bid for this contract only if the tenderer satisfies the following criteria:
- a) the person has the legal capacity to enter into a contract for procurement or asset disposal;
  - b) the person is not insolvent, in receivership, bankrupt or in the process of being wound up;
  - c) the person, if a member of a regulated profession, has satisfied all the professional requirements;
  - d) the procuring entity is not precluded from entering into the contract with the person under section 38 of this Act;
  - e) the person and his or her sub-contractor, if any, is not debarred from participating in procurement proceedings under Part XI of this Act;
  - f) the person has fulfilled tax obligations;
  - g) the person has not been convicted of corrupt or fraudulent practices; and
  - h) is not guilty of any serious violation of fair employment laws and practices.
- 2.1.4. A person or consortium shall be considered ineligible to bid, where in case of a corporation, private company, partnership or other body, the person or consortium, their spouse, child or sub-contractor has substantial or controlling interest and is found to be in contravention of the provisions of paragraph 2.1.3 (e) , (f) , (g) and (h).
- 2.1.5. Despite the provisions of paragraph 2.1.4, a person or other body having a substantial or controlling interest shall be eligible to bid where-

- (a) such person has declared any conflict of interest; and
- (b) performance and price competition for that good, work or service is not available or can only be sourced from that person or consortium.

2.1.6. 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.

2.1.7. 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.

## **2.3 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
- j) General Conditions of Contract
- k) Special Conditions of Contract
- l) Schedule of Requirements
- m) Details of service
- n) Form of tender
- o) Price schedules
- p) Contract form
- q) Confidential business questionnaire form
- r) Tender security form
- s) Performance security form
- t) Principal's or manufacturers authorization form
- u) 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 NuPEA in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. NuPEA 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. NuPEA 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 NuPEA, 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, NuPEA, 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 NuPEA,

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 is 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 NuPEA 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 NuPEA'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 NuPEA 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) Cash;
- b) A bank guarantee;
- c) A guarantee by a insurance company registered and licensed by the Insurance Regulatory Authority listed by Public Procurement Regulatory Authority; or



d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya.

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by NuPEA 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 NuPEA.

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 NuPEA 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 120 days or as specified in the invitation to tender after date of tender opening prescribed by NuPEA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by NuPEA as non-responsive.

2.13.2 In exceptional circumstances, NuPEA 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 **ONE** copy of the tender.

2.14.2 The original copy 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 tender and shall:  
(a) be addressed to NuPEA at the address given in the invitation to tender

1.7(b) bear, tender number and name in the invitation to tender and the words:  
“**DO NOT OPEN BEFORE 1<sup>st</sup> December 2020 at 10.00 am**”

If the outer envelope is not sealed and marked as required, NuPEA will assume no responsibility for the tender’s misplacement or premature opening.

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

1.82.16.1 Tenders must be received by NuPEA at the address specified under paragraph 2.15.2 no later than **1<sup>st</sup> December 2020 at 10.00 am**

2.16.2 NuPEA 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 NuPEA 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 NuPEA 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 NuPEA 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 NuPEA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.6 NuPEA 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 NuPEA will open all tenders in the presence of tenderers' representatives who choose to attend, at 10.00 am on 1<sup>st</sup> December 2020 and in the location specified in the invitation to tender. 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 NuPEA, at its discretion, may consider appropriate, will be announced at the opening.

2.18.4 NuPEA 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 NuPEA in the NuPEA's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 NuPEA 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 NuPEA 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, NuPEA 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. NuPEA'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 NuPEA 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, NuPEA 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 NuPEA 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 NuPEA'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 2.23 the following evaluation methods will be applied:

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

NuPEA 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. NuPEA 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 NuPEA**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact NuPEA 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 NuPEA 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, NuPEA 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 NuPEA 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 NuPEA 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 NuPEA 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 NuPEA 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 NuPEA's action. If NuPEA determines that none of the tenderers is responsive; NuPEA 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 expiration of the period of tender validity, NuPEA 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 NuPEA 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, NuPEA 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 NuPEA notifies the successful tenderer that its tender has been accepted, NuPEA 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 NuPEA.

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 NuPEA, 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 NuPEA

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 NuPEA may make the award to the next lowest evaluated or call for new tenders.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 NuPEA 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 NuPEA 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.



## 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

<b>Instructions to tenderers</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1	i) The tender is open to all eligible Tenderers ready to lease the office premises within Nyali and Kizingo Location of Mombasa County ii) Tenderers with any outstanding disputes, legal or otherwise or those who have been blacklisted are not eligible to participate in the tender.
2.9	Tender prices/rates quoted by the bidder shall remain valid for a period of 120 days after date of opening
2.10	Prices shall be quoted in Kenya Shillings.
2.11	The tenderer shall furnish documents establishing that the tenderer has technical and financial capability necessary to perform the contract as stated in the tender evaluation criteria
2.12	Tender Security- 100,000 and valid for 120 days
2.25	Award shall be made to the lowest evaluated bidder
2.30	N/A

## **EVALUATION CRITERIA**

**Evaluation of duly submitted tenders will be conducted along the following stages.**

### **Part 1- Preliminary Evaluation Criteria.**

**These are mandatory requirements.**

- a) All pages of the bidder's document (including attachments) **MUST** be serially paginated ( i.e 1,2,3..... to the last page)
- b) Copy of Company's or Firm's Registration Certificate
- c) Copy of PIN Certificate
- d) Copy of Valid Tax Compliance Certificate
- e) Copy Valid Business Permit
- f) Duly completed, signed and stamped Tender Form.
- g) Duly completed, signed and stamped self-declaration form SD1
- h) Duly completed, signed and stamped self-declaration form SD2
- i) Duly filled, signed and stamped Confidential Business Questionnaire
- j) Copy Certificate of Confirmation of Directors (CR12) in case for a limited company
- k) Copy National Identity Cards/ Passport of the Directors and Shareholders as given in CR12 or Certificate of Registration
- l) Letter from the firm giving authority the person signing the tender to represent the firm (Power of Attorney)
- m) Proof of ownership of property in form of either a copy of certificate of lease or certificate of official title.
- n) In case of Agency, the estate agent must:
  - a. Have been in existence for the last five years;
  - b. Proof of Agency relationship with the Principal- Attach a copy of signed Letting Agency Agreement with the landlord;
  - c. Attach a copy of Certificate of Registration with Estate Agents Registration Board (EARB) for two Directors;
  - d. Copies of current annual practicing certificates from EARB for the above two Directors. Attach a copy of the valid Gazette notice.
- o) In case of Agency - Copies of certificate and valid Practicing License from Estate Agents Registration Board.
- p) Certified copy of current clearance certificate for rates
- q) Certified copy of occupation permits for the building
- r) Individual landlords are exempted from requirements b, e, j, l, n and o

**NB: Only tenderers who satisfy ALL mandatory requirements will be proceed to Technical Evaluation Stage.**

**Part 2- TECHNICAL EVALUATION CRITERIA  
STAGE 2: TECHNICAL EVALUATION**

<b>NO</b>	<b>DESCRIPTION</b>	<b>YES</b>	<b>NO</b>
<b>Parameter</b>			
<b>1</b>	Building located in the in Nyali or Kizingo Location of Mombasa County		
<b>2</b>	Attach the following requirements: <ul style="list-style-type: none"> <li>✓ Approved building plans for the building i.e. Architectural, Structural, Mechanical and Electrical Designs;</li> <li>✓ Provide copy of occupational permit</li> </ul>		
<b>3</b>	If space for lease will be ready for occupation by April 2021 <ul style="list-style-type: none"> <li>➤ Bidders should indicate the approximate date the space will be ready for occupation;1 month, 2 months, 3 months up to 6 months etc.(confirm in writing)</li> </ul>		
<b>4</b>	<b>Compliance</b> <ul style="list-style-type: none"> <li>➤ Compliance Universal access: Complying with section 22(1) of the Persons with Disabilities Act (Act. No. 14 of 2003) and all other laws, regulations and industry standards relating to the accessibility of premises by persons with disabilities.</li> <li>➤ Compliance with The Occupational Safety and Health Act (Act. No. 15 of 2007) and all law regulations and industry standards relating to the proper construction, and maintenance of premises; and fire safety.</li> </ul>		

**Bidders who meet the above requirements will be eligible for site visit evaluation**

## SITE VISIT TO CONFIRM THE FOLLOWING (MANDATORY)

Parameter	Yes	No
Availability of lease space of approximately 3000 square feet.		
Neighborhood environment is conducive for office environment. Secure and serene environment/neighborhood free from noise, air pollution Low density location preferred		
Availability of the following <ul style="list-style-type: none"> <li>✓ Main Reception with entrance and emergency exit from the main building;</li> <li>✓ Electronic visitor management system and data storage functions including virtual tracking capability and re-call of all persons who have entered the building and vehicles/or any other system in place.</li> <li>✓ The building must be accessible by persons living with disabilities (PWD's</li> </ul>		
Availability of parking space of at least 9 bays for Agency staff and visitors which must be within the propose property.		
Availability of adequate kitchenette on every floor (Only applicable for storey building)		
Sufficient number of windows to allow for natural lighting.		
<b>Power supply</b> Connection to mains electricity and power backup generator capable of adequately supporting the buildings electrical and building services system (specify KVA). Solar PV shall be an added advantage		
<b>Sewer system</b> Sewer system that is available and whether connected to the mains sewerage system or not.		
<b>Sanitary rooms</b> Availability of at least three separate sanitary rooms; for ladies, and for gentlemen and one for people living with disability; The toilets should be exclusive for use by the lessee.		
<b>Elevator</b> If the space offered is on a floor higher than the ground floor, availability of intelligent high speed lifts, each fitted to an UPS source in case of power failure are required which should also cater for people with disability.		

<p><b>Internet facilities</b></p> <ul style="list-style-type: none"> <li>➤ Fitted with requisite ICT infrastructure to support internet &amp; voice connectivity</li> <li>➤ The building should be fitted with requisite ICT infrastructure to support internet, HVAC terraces &amp; voice connectivity i.e. provision for structured cabling, ducts and PABX</li> <li>➤ Plug and play connectivity with central MDF and Data Rooms, shall be an added advantage.</li> <li>➤ Ready to plug in centralized TV system Fibre and CAT 6 A cabling for internet and voice</li> </ul>		
<p><b>Security &amp; Safety requirements</b></p> <ul style="list-style-type: none"> <li>➤ If the lease space shall be on ground and first floor, the windows should be grilled.</li> <li>➤ CCTV 24 hour's surveillance services for the building both internal and external common areas including at strategic points within the perimeter fence.</li> <li>➤ Access control on all doors.</li> <li>➤ Provision of well secured and functional security control room.</li> <li>➤ Must have a wall with entry and exit gate for vehicles, and a separate pedestrian gate.</li> <li>➤ Emergency perimeter exit</li> <li>➤ The facility should have a well-established guard house at the main gate.</li> <li>➤ All areas of the facility; both inside and outside of a perimeter sites; including entrances and exits; parking areas; perimeter walls; gates; and garden areas must be adequately lit and free from shadowy areas.</li> <li>➤ Provision of well-maintained inbuilt fire detection and suppression system with appropriate emergency exits at each floor i.e. provision of hose reels, smoke detectors, and hydrants and any other emergency evacuation measure.</li> <li>➤ Availability of escape routes for each floor.</li> <li>➤ Availability of a barrier at vehicles control points (Where applicable)</li> <li>➤ Provision for an integrated fire alarm system not limited to:- Fire detection and suppression system on floor.</li> </ul>		

**ONLY FIRMS THAT WILL MEET THE ABOVE SITE EVALUATION REQUIREMENTS WILL PROCEED FOR FINANCIAL EVALUATION.**

**Other Requirements not part of evaluation criteria**

- i). The Landlord to provide day and night security services to all common areas (if multitenancy occupation.
  
- ii). The lease of the premises is to be offered on competitive terms that provide for a reasonable grace period to allow NuPEA to comply with all legal and administrative clearances relating to the occupancy of Commercial premises by Government departments and on terms that permit the drafting of a lease agreement by the Ministry of Lands, Housing and Urban Development or any other agency designated for that purpose by the Government of Kenya
  
- iii). A registered Government Valuer shall subject the building to valuation. Prospective bidders are advised that this criterion is of paramount importance
  
- iv). The Agency may have to partition the space; in such an instance the landlord's prior written consent will be required before the agency erects any partitions, fixtures, fittings or alterations in the Premises. Any fitting out plans will be at the cost of the agency
  
- v) **Legal Fees:** The Agency will be responsible for its legal costs incurred in the preparation, execution and registration of the Lease Including stamp duty, registration fees and other disbursements.
  
- vi) **Electricity and Water.** The A will pay for its own electricity and water bills.
  
- vii) **Common Services:** Arrangement in place for management of common services (Security, Gabbage collection etc)

**Terms of leasing**

- Agreement to a lease period for a minimum of 5 years – confirm in writing
- Specify other terms of offer which the procuring entity needs to be aware of at a pre-contract stage.
- Provide copies of current clearance certificates for rates

Name of the Building .....Location.....

Shortest period that the NuPEA can occupy the premise.....

Name of Authorized Official:.....

Signature:.....

Date:.....

**PRICE SCHEDULE**

<b>N O.</b>	<b>ITEM</b>	<b>UNIT COST –</b>	<b>TOTAL COST</b>
1	Rate per Square ft.		
2	Service Charge		
3	Other Charges(Specify)		
4	Add taxes		
5	Grand Total		
6	Rent Increment/Adjustment if any and the percentage increment per year.		

- i). State if there would be legal fees in drawing the lease agreement and provide the related cost if applicable.
- ii). State if there will be yearly rent increment/adjustment and the percentage of the adjustment

**Part 3- Financial Evaluation Criteria under Paragraph 2.11 of the ITT.**

**Only Tenderers who will have passed the two stages will be considered for financial evaluation**

- a) Confirmation of and considering Price Schedule duly completed and signed.
- b) Checking that the Tenderer has quoted prices based on all costs including duties and taxes.
- c) Conducting a financial comparison, including conversion of tender currencies into one common currency.



## 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 NuPEA 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 7 standards mentioned in the Schedule of requirements

### 3.5 Patent Right’s

The tenderer shall indemnify the NuPEA 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 NuPEA 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 NuPEA 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) A guarantee by an insurance company registered and license by the Insurance Regulatory Authority listed by the Public Procurement Regulatory Authority; or
- d) A guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya

3.6.4 The performance security will be discharged by NuPEA 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 NuPEA or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. NuPEA 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 NuPEA.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, NuPEA 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 NuPEA.

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 NuPEA'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 NuPEA's prior written consent.

### **3.10 Termination for Default**

NuPEA's 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 NuPEA's.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.

- c) if the tenderer, in the judgment of NuPEA's has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event NuPEA's 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 NuPEA for any excess costs for such similar services.

### **3.12 Termination of insolvency**

NuPEA may at the any time 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 NuPEA.

### **3.13 Termination for convenience**

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

### **3.14 Resolution of disputes**

NuPEA 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.

<b>General conditions of contract reference</b>	<b>Special conditions of contract</b>
3.8	The credit period shall be thirty (30) days from satisfactory delivery and submission of invoice together with other required and related documents. Rent to be paid on a quarterly basis and in advance. No deposit for rent will be allowed.
3.9	Rent adjustments/increments at a stated percentage on a yearly basis.
3.13	Each party may terminate the contract by issuing 120 days written notice of termination
3.17	Laws of Kenya

## **SECTION V - SCHEDULE OF REQUIREMENTS**

### **LEASE OF OFFICE SPACE IN MOMBASA COUNTY**

#### **Eligibility**

The tender is open to Estate Agents registered in Kenya who have appropriate and valid accreditations or individual landlords with the capacity to enter into a contract for the lease of office premises.

#### **Notes: Special conditions:**

- i. Rent shall be paid on a quarterly basis and in advance. No deposit shall be allowed
- ii. Bidders must be willing and able to provide accurate as-built drawings and floor plan upon request.

#### **A. Technical /Service specifications**

The Proposed office premises should meet the following requirements

##### **A. Location: Nyali or Kizingo area**

- i. Easy access to public transport to and from the premises.

##### **B. Usable space**

##### **C. Building status (Grade A)**

Premises must offer approximately **3000 square feet** usable space preferably on the same floor .

- I. Bidders to indicate term of lease, earliest date of availability of the premises and applicable escalation if any and floor on which lease space is.

a) Strategically located in the in Nyali or Kivingo CBD between  
Availability of lease space of approximately 3000 square feet.

b) Neighborhood environment be conducive for office environment. Secure and serene environment /neighborhood free from noise, air pollution Low density location preferred (Confirm in writing)

#### **Building Requirements**

- Must have approved building plans for the building i.e. Architectural, Structural, Mechanical and Electrical Designs;
- Provide copy of occupational permit
- Main Reception with entrance and emergency exit from the main building;

- Electronic visitor management system and data storage functions including virtual tracking capability and re-call of all persons who have entered the building and vehicles or any other system in place.
- The building must be accessible by persons living with disabilities (PWD's)
- Ready for occupation by April 2021
- Bidders should indicate the approximate date the space will be ready for occupation; 1 month, 2 months, 3 months up to 6 months etc (confirm in writing)

### **Parking bays**

Ample parking space of at least 4 bays for Agency staff and visitors which must be within the proposed property

Availability of adequate kitchenette on every floor (for storey building)

### **Power supply**

Connection to mains electricity and power backup generator capable of adequately supporting the buildings electrical and building services system (specify KVA). Solar PV shall be an added advantage

### **Water supply**

Provision of safe and reliable water system which is connected to mains water supply; and sufficient water reservoir or borehole.

### **Sewer system**

Provision of sewer system that is connected to the mains.

### **Sanitary rooms**

At least three separate sanitary rooms; for ladies, and for gentlemen and one for people living with disability; The toilets should be for exclusive use by the lessee.

### **Elevator**

If the space offered is on a floor higher than the ground floor, Intelligent high speed lifts, each fitted to an UPS source in case of power failure are required which should also cater for people with disability.

### **Compliance**

Compliance Universal access: Complying with section 22(1) of the Persons with Disabilities Act (Act. No. 14 of 2003) and all other laws, regulations and industry standards relating to the accessibility of premises by persons with disabilities.



- Compliance with The Occupational Safety and Health Act (Act. No. 15 of 2007) and all law regulations and industry standards relating to the proper construction, and maintenance of premises; and fire safety.
- The lease of the premises is to be offered on competitive terms that provide for a reasonable grace period to allow NuPEA to comply with all legal and administrative clearances relating to the occupancy of Commercial premises by Government departments and on terms that permit the drafting of a lease agreement by the Ministry of Lands, Housing and Urban Development or any other agency designated for that purpose by the Government of Kenya.

### **Internet facilities**

- Fitted with requisite ICT infrastructure to support internet & voice connectivity (provide proof).
- The building should be fitted with requisite ICT infrastructure to support internet, HVAC terraces & voice connectivity i.e. provision for structured cabling, ducts and PABX –
- Plug and play connectivity with central MDF and Data Rooms, shall be an added advantage.
- Ready to plug in centralized TV system
- Fibre and CAT 6 A cabling for internet and voice.

### **Security & Safety requirements**

- If the space to be leased shall be on ground and first floor. The windows should be grilled.
- CCTV 24 hour's surveillance services for the building both internal and external common areas including at strategic points within the perimeter fence.
- Access control on all doors.
- Provision of well secured and functional security control room.
- The Landlord to provide day and night security services to all common areas (if multitenancy occupation)
- Must have a wall with entry and exit gate for vehicles, and a separate pedestrian gate.
- Emergency perimeter exit
- The facility should have a well-established guard house at the main gate.
- All areas of the facility; both inside and outside of a perimeter sites; including entrances and exits; parking areas; perimeter walls; gates; and garden areas must be adequately lit and free from shadowy areas.
- Provision of well-maintained inbuilt fire detection and suppression system with appropriate emergency exits at each floor i.e. provision of hose reels, smoke detectors, and hydrants and any other emergency evacuation measure. **(Provide certificate installation of the said system).**

- Provision of escape routes for each floor.
  - Provision of a barrier at vehicles control points.
  - Provision for an integrated fire alarm system not limited to: -Fire detection and suppression system on floor
  - Pressurized fire escape staircase(s) for ease of fire evacuation
  - Fire doors to be rated in excess of 1 hour
  - A registered Government Valuer shall subject the building to valuation.
- Prospective bidders are advised that this criterion is of paramount importance.

### **Partitioning**

The Authority may have to partition the space, in such an instance the landlord's prior written consent will be required before the agency erects any partitions, fixtures, fittings or alterations in the Premises. Any fitting out plans will be at the cost of the agency

### **Legal Fees**

The Agency will be responsible for its legal costs incurred in the preparation, execution and registration of the Lease Including stamp duty, registration fees and other disbursements.

### **Electricity**

The Authority will pay for its own electricity bill.

Arrangement in place for management of common services (Security, Gabbage collection etc)

### **Terms of leasing**

- Agreement to a lease period for a minimum of 5 years – confirm in writing
- Specify other terms of offer which the procuring entity needs to be aware of at a pre-contract stage.
- Copies of current clearance certificates for rates

## SECTION VII- STANDARD FORMS

1. The tenderer shall complete and submit with its tender the **form of tender and price schedules** pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the **tender security**, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. The **contract form**, the **price schedules** and the **schedule of requirements** shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.
6. Confidential Business Questionnaire- This form **MUST** be duly filled by the tenderer and submitted with the tender document.
7. Tender Securing Declaration Form- This form **MUST** only be filled by AGPO registered firms and submitted with the tender documents
8. Self-Declaration Form SD1- This form **MUST** be duly filled by the tenderer and submitted with the tender document.
9. Self-Declaration Form SD2- This form **MUST** be duly filled by the tenderer and submitted with the tender document.

# 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 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by NuPEA.

4. We agree to abide by this Tender for a period of.....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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

*[signature]* .....

*[In the capacity of]*.....

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

**NOTES:**

1. Agency requires a validity period of at one hundred and twenty (**120**) days.
2. **This form must be duly completed, signed, stamped and/or sealed.**

# SELF DECLARATION FORMS

## FORM SD1

### 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 hereinabove is true to the best of my knowledge, information and belief.

.....

.....

.....  
Title

Signature

Date

**FORM SD2**

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OF FRAUDULENT PRACTICE**

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 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 corrosive practice with other bidders participating in the subject tender.

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

.....  
**Title Signature Date**  
**Bidder's Official Stamp**

# CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises .....</p> <p>Plot No, .....Street/Road.....</p> <p>Postal address .....Tel No. ....Fax Email .....</p> <p>Nature of Business .....</p> <p>Registration Certificate No. ....</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details .....</p>																				
<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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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<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> <th>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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3. ....	.....	.....	.....																	
4. ....	.....	.....	.....																	
<p>Date.....Signature of Candidate.....</p>																				



**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 \_\_\_\_\_.

# 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

# FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

## REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement  
Administrative Review Board to review the whole/part of the above mentioned decision on the following  
grounds , namely:-

1.

2.

etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2.

etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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## FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of  
.....20.....

**SIGNED**

**Board Secretary**

**Tender Document for Leasing of Office Space - NuPEA**