



REPUBLIC OF KENYA
MINISTRY OF TRANSPORT, INFRASTRUCTURE,
HOUSING AND URBAN DEVELOPMENT

STATE DEPARTMENT OF PUBLIC
WORKS

P. O. Box 30743- 00100

NAIROBI

EXPRESSION OF INTEREST

FOR

LEASING OF OFFICE SPACE IN NAIROBI

TENDER NO. PWHQ/01/2017-2018

CLOSING/OPENING DATE: 24th April, 2018

AT: 11.00 A.M

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SECTION I: EXPRESSION OF INTEREST

TENDER REF. NO. PWHQ/01/2017-2018

TENDER NAME: LEASING OF OFFICE SPACE IN NAIROBI

DATE: 10th April, 2018

- 1.2 The State Department of Public Works in the Ministry of Transport, Infrastructure, Housing and Urban Development, which is mandated with public office accommodation management and leasing, invites sealed interested bidders for Leasing of Office Space in Nairobi.
- 1.3 A complete set of Expression of Interest Document(s) may be obtained or downloaded free of charge from the ministry of transport and infrastructure: www.transport.go.ke or obtained from **9th Floor, Works Building, Ngong Road, Nairobi, room 902.**
- 1.4 Completed Expression of Interest Document plus one copy should be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box situated at the **Ninth (9th) Floor at Public Works Building, Community Area, Nairobi** or be addressed to:-
The Principal Secretary
State Department for Public Works
P. O. Box 30743-00100,
NAIROBI.
so as to be received on or before 24th April, 2018 at 11.00 am.
- 1.5 Upon downloading of the tender document, interested bidders must immediately forward their particulars: by registering their participation with State Department of Public Works Ninth (9) Floor Room 902 on or before closing date.
- 1.6 Prices quoted should be net inclusive of all taxes delivery costs which must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at the 5th Floor Boardroom, Public Works Building.
- 1.8 Late bids will not be accepted and will be returned unopened.

Principal Secretary
State Department of Public Works

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This **expression of interest** is open to eligible tenderers as described in the Appendix to Instructions to Tenderers. Successful tenderers shall provide Lease of Office Space in Nairobi as specified in the tender document.

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 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 goods 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 This tender document is free of charge

2.3. Contents of Tender Document

2.3.1 .The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- i. **expression of interest**
- ii. Instructions to Tenderers
- iii. General Conditions of Contract
- iv. Special Conditions of Contract
- v. Schedule of requirements
- vi. Technical Specifications
- vii. Tender Form and Price Schedules
- viii. Tender Security Form
- ix. Contract Form
- x. Performance Security Form
- xi. Bank Guarantee for Advance Payment Form
- xii. Manufacturer's Authorization Form
- xiii. Confidential Business Questionnaire Form
- xiv. 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 in 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 Tender Documents

2.4.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing, email or by post 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 not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 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 Tender Documents

2.5.1 At any time prior to the deadline for submission of tender, 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 that have obtained the tender documents will be notified of the amendment in writing, email or by post and 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 exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

2.7.1 The tender prepared by the tenderers shall comprise the following components:

- a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- b) documentary evidence established in accordance with paragraph 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 paragraph 2.12

2.8 Tender Form

2.8.1 The tenderer shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the equipment to be supplied and a brief description of the equipment, their country of origin, quantity, and prices.

2.9 Tender Prices

2.9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the office space it proposes to lease under the contract.

2.9.2 Prices indicated on the Price Schedule shall be inclusive of all taxes and profits.

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

2.10 Tender Currencies

2.10.1 Prices shall be quoted in Kenya shillings.

2.11 Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted.

2.11.2 The documentary evidence of the tenderer's 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 Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be in the amount not exceeding 2 percent of the tender price.

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, 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.

2.12.5 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 2.22

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

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.28 and furnishing the performance security, pursuant to paragraph 2.29

2.12.8 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- b) in the case of a successful tenderer, if the tenderer fails:
 - i. to sign the contract in accordance with paragraph 2.27.1 or
 - ii. to furnish performance security in accordance with paragraph 2.28
- c) If the tenderer rejects correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The Procuring entity shall prepare two copies of the tender, clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 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 on the Expression of interest :-
The Principal Secretary
State Department for Public Works
P. O. Box 30743-00100,
NAIROBI.
- b) Bear the tender number and name in the Expression of interest and the words “DO NOT OPEN BEFORE **24th April, 2018** at **11.00 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 declare “late”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph, 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 not later than **24th APRIL, 2018** at 11.00 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 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended.
- 2.16.3 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 tenders, is received by the Procuring entity prior to the deadline prescribed for 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, telex 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

2.18 Opening of Tenders

- 2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at 11.00 a.m. on 24th April, 2018 and in the following location 5th Floor Boardroom, Public Works Building.
- 2.18.2 The tenderers' representatives who are present shall sign a tender opening 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.

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 of the tender 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.

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 sureties 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 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material

deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 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 non-conformity.

2.21 Conversion to Single Currency

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/opening 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 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 2.22.3.

- a. Operational plan proposed in the tender;
- b. Deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. The following evaluation methods will be applied.

a) Operational Plan

- i. The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers 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

- ii. Tenderers shall state their tender price for the payment on 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.

2.22.4 Preference where allowed in the evaluation of tenders shall not exceed 15%.

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

2.23 Contacting the Procuring Entity

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

2.23.2 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 Tenderer's tender.

2.24 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 financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.11.2 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.

2.25 Award Criteria

- 2.25.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.25.2 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.

2.26 Procuring Entity's Right to Accept or Reject any or all Tenders

- 2.26.1 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 tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.
- 2.26.2 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.
- 2.26.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will constitute 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 unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.28 Signing of Contract

2.28.1 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.

2.28.2 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.

2.28.3 The contract will be definitive upon its signature by the two parties.

2.28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security-Not applicable for this tender

2.29.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a form acceptable to the Procuring entity.

2.29.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.28 or paragraph 2.29.1 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 tender or call for new tenders.

2.30 Corrupt or Fraudulent Practices

2.30.1 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 and will not be involved in corrupt or fraudulent practices.

2.30.2 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.

2.30.3 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 regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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.

EVALUATION CRITERIA:

INSTRUCTIONSTO TENDERERSREFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	The invitation is open to eligible tenderers
2.12.2	<p><u>EVALUATION AND COMPARISON OF TENDERS:</u></p> <p>The tenders will be evaluated in three stages as follows:</p> <p><u>A) STAGE ONE: MANDATORY REQUIREMENTS</u></p> <ol style="list-style-type: none"> 1. Submit a Copy of Certificate of Incorporation or Registration for the Bidder (the company submitting the tender) or copy of National ID/Letter of administration where the tenderer is an individual landlord. 2. Submit a Copy of Valid Tax Compliance Certificate from KRA for the Bidder (the company submitting the tender). 3. Proof of ownership of the premises i.e. Copies of Title Documents/Lease in the name of a company or an individual. 4. The following requirements apply to Estate Agents Only: <ol style="list-style-type: none"> a) Proof of relationship between the principal (building owners) and agent (estate agent) i.e. valid signed agreement document for agency (for Estate Agents only). b) Copy of Certificate of Registration with Estate Agents Registration Board(EARB) c) Copy of valid practicing license as real estate agents with the EARB for at least two (2)Directors/Top Management (Attach a copy of the relevant Gazette Notice) d) Provide organization chart for the bidder’s organization e) Provide Curriculum Vitae for at least two (2) Directors/Top Management of the Company. 5. Provide current clearance certificates for rates and

	<p>ground rent.</p> <ol style="list-style-type: none"> 6. Provide evidence of Building Occupation Permit 7. Declaration stating that the bidder has NOT been debarred by Public Procurement Regulatory Authority (PPRA). 8. Submit a Signed Declaration statement that the bidder will not be involved in corrupt or fraudulent practices. 9. Duly, filled, signed and stamped: <ol style="list-style-type: none"> i. Confidential Business Questionnaire ii. Form of Tender and iii. Price Schedule. 10. Submit audited accounts for the last three 3 years. 11. Submit valid bid security 12. Presentation of the entire tender document in a logical manner indicating table of content and page numbers and serialization of the entire tender document is a MUST. <p>N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE.</p>
<p>INSTRUCTIONS TO TENDERERS REFERENCE</p>	<p>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</p> <p><u>B) STAGE TWO: TECHNICAL EVALUATION</u></p> <p>Candidates that will have passed Technical Evaluation (i.e. those that offered items which are compliant with the desired technical specifications) will have their financial proposals evaluated.</p> <p>The pass mark for technical specifications shall be 70%- see specification schedule provided on page 28, part V</p> <p><u>C) STAGE THREE: FINANCIAL EVALUATION</u></p> <ol style="list-style-type: none"> a. The bidder with the lowest evaluated proposal (both technical and financial proposals) will be recommended for the award of the contract. b. Minimum of 30 days credit period is required after occupation of the premises. c. In case of discrepancy between unit price and total, the unit price shall prevail. d. If there is a tie on the lowest quoted price between two firms, the firm with the highest technical points will be recommended for award.

	<p><u>RANKING OF BIDDERS</u></p> <p>The lowest financial bid will be allocated a maximum of 40 points and the other bids were allocated points in proportion to their bid prices as in the following formula:</p> $S_f = \frac{\text{Lowest bid}}{\text{Bid price}} \times 40$ <p>Then,</p> $S = S_t + S_f$ <p>Where, S = Total score S_t = Technical score S_f = Financial score</p> <p>The bids will be ranked according to their combined technical and financial scores and ranked with the best evaluated bids being recommended for award.</p> <p><u>D) STAGE FOUR: DUE DILIGENCE</u></p> <p>Due diligence will only be done to the successful bidder i.e. lowest responsive bidder and thereafter recommendation will be made for further possible award.</p> <p>NB: Evaluation Committee will set out the due diligence criteria to be used for the most responsive bidder to ascertain the accuracy of the information given in the tender documents, capacity and capability of the tenderers and confirm whether the documents submitted conform to the contract specification/tender proposal.</p>
2.15.2	Tenders must be submitted on or before the closing date, not later than 24 th April, 2018 at 10.00 a.m.
2.16.1	The Tender will be opened in the presence of tenderer's representatives, who choose to attend on 24 th April, 2018 at 10.00 a.m.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- a) "The Contract" means the agreement entered into between 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 Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superseded by provisions of other part of contract.

3.3 Standards

3.3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.4 Use of Contract Documents and Information

3.4.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.4.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

3.5 Patent Rights

3.5.1 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 Goods or any part thereof in the Procuring entity's country.

3.6 Performance Security-Not applicable for this tender

3.6.1 Within (14) 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. 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 obligations under the Contract, including any warranty obligations, under the Contract.

3.7 Delivery of Services and Documents.

3.7.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of 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 Special Conditions of Contract.

3.8.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

3.9 Prices

3.9.1 Prices charged by the tenderer for equipment delivered and installation performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.9.3 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

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. Subcontracts

3.11.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.12. Termination for Default

3.12.1 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 deliver any or all of the equipment 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.

3.12.2 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, equipment similar to those

undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar equipment.

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's convenience, the extent to which performance of the contractor under 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 an agreed amount for partially completed services.

3.14. Liquidated Damages

3.14.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.15. Resolution of Disputes

3.15.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

3.15.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.16. Language and Law

3.16.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.17. Force Majeure

3.17.1 The Tenderer 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.

3.18 Notices

3.18.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post, email or by fax or Email and confirmed in writing to the other party's address specified.

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

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4.2 Special conditions of contract as relates to the GCC

The following are special conditions of contract as relates to the GCC:

1. Standards (GCC 3.3)

GCC 3.4

- i. Tenderers are required to submit literatures/brochures for the items tendered for.
- ii. The literature/brochures submitted must conform to the technical specifications (section v)
- iii. Literature/brochures must be submitted alongside the tender document on or before the closing date of the tender as indicated in the tender documents, properly marked and submitted with a delivery note. No literature/brochure will be accepted after the specified time.
- iv. No tender document will be accepted after the official closing time as specified in the tender documents.
- v. The literature/brochure will be evaluated by the Evaluation Committee with reference to the tender specifications.

2. Use of contract documents and information (GCC 3.4)

GCC 3.5.3 (i) Tenderers should note that no substitution, alteration, change of format or modification to the standard tender documents is allowed. Tenderers are only allowed to add any other relevant additional to the documents. Any tenderer who doesn't adhere to this condition will automatically be disqualified.

3. Tender Security (ITT 2.1.4) and Performance Security (GCC 3.6)

GCC 3.7.1 (i) Tender Security and performance security are not a requirement for this Tender.

4. Delivery of Services and Documents (GCC 3.7)

GCC 3.10.1

(i) The State Department of Public Works will move immediately to the premises on signing the lease agreement and upon receipt of the official order. Office space must conform to the specifications in the tender.

(ii) The lease agreement is to be confirmed by official Local Service Order (LSO) duly signed by the authorized officers.

5. Payment (GCC 3.8)

GCC. 3.12.1 Quarterly payments of the contract sum shall be made to the tenderer in full within thirty (30) days after receipt of the invoice.

6. Prices (GCC 3.9)

GCC 3.13.1

- i. Prices must remain firm and fixed
- ii. Prices must remain valid for 120 days after closing of tender
- iii. Prices quoted must be inclusive of all Government taxes.
- iv. Price quoted must be as per our “Unit of issue”

7. Liquidated damages (GCC 3.14)

GCC 3.14.1 (i) If the tenderer fails to provide the services within the period specified in the contract, the Government shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of delivered price of the delayed items up to a maximum deduction of 10% the delayed services.

I/we hereby certify that I/we have read the special conditions of contract (Section IV), confirm that I/we have understood and I/we shall abide by them.

Tenderers Name..... Date.....

Signature..... Official Rubber Stamp...

**SECTION V- TECHNICAL SPECIFICATIONS
LEASING OF OFFICE SPACE IN NAIROBI**

S/NO.	DESCRIPTION	ATTRIBUTES
1.	Location	<ul style="list-style-type: none"> ▪ A radius of not more than 2.5 kilometres and preferably in Upper Hill Area
2.	Building Requirements	<ul style="list-style-type: none"> a) Lettable area of approximately 6000 to 8000 square feet b) Compliant with Persons with Disability Act no. 14 of 2003 c) Available space must be either on a floor or a wing to guarantee exclusive tenancy d) Ready for occupation by 1st May, 2018. e) A minimum of 5 No. parking bays(Specify parking allocation criteria) f) Separate washrooms for either gender per floor and or wing g) Kitchenette h) Connected to reliable source of power i) Power backup generator capable of adequately supporting the building electrical and building services systems(Specify KVA) j) Adequate lift/elevator facilities for all floors(Specify no., capacity and speed) k) Connected to Mains water supply and sewer and or borehole and adequate reservoir (Specify capacity) l) Provision for structured cabling, ducts and PABX m) CCTV Surveillance System and 24hr. security (Both internally and externally) n) Minimum Three (3) Months' fit out period where necessary (Specify accordingly).
3.	Ancillary Services	Specify

**SECTION VI - SCHEDULE OF REQUIREMENTS /EVALUATION CRITERIA
LEASING OF OFFICE SPACE IN NAIROBI**

S/NO.	ITEM DESCRIPTION	WEIGHT	SCORE
1.	Location	20	
	i. A radius of not more than 2.5 kilometres from Nairobi CBD and preferably Upper Hill Area. (20 marks)	20	
	ii. Others (Specify) (5marks)		
2.	Building Requirements	75	
	a) Approximate lettable area in square feet		
	i. Below 6,000 (5marks)	10	
	ii. 6,000-8,000 (10 marks)		
	iii. Above 8,000 (5 marks)		
	b) Compliant with Persons with Disability Act no. 14 of 2003	15	
	i. Ramps where necessary (2 marks)		
	ii. Adequate lift/elevator facilities for all floors (Specify no....., capacity and speed)(5 marks)		
	iii. Washroom for persons enabled differently (5 marks)		
	c) Ready for occupation by 1st May, 2018	5	
	d) A minimum of 5 No. parking bays (Specify parking allocation criteria/Ratio)	5	
	e) Separate washrooms for either gender per floor and or wing	5	
	f) Kitchenette(None = 0, 1=5 marks)	5	
	g) Connected to reliable source of power. (National Grid, solar e.t.c.).	5	
	h) Power backup generator capable of adequately supporting the building electrical and building services systems (Specify..... KVA)	5	
	i) Connected to Mains water supply and sewer and or borehole and adequate reservoir (Specify capacity) (Mains = 2, Borehole = 5, Reservoir = 3)	10	
	j) Provision for structured cabling, ducts and PABX	5	
	k) CCTV Surveillance System and 24hr. security (CCTV = 3, 24hr security = 2)	5	
3.	Ancillary Services	5	
	a. Availability	2	
	b. Relevance (Max Score)	5	

NB: - The pass mark for technical specifications shall be 70%

Name of the BuildingLocation.....

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

Name of Authorized Official:.....

Signature:.....

Date:.....

SECTION VII - PRICE SCHEDULE

S/No	Item Description	Unit of Issue	Qty	Unit Cost (Kshs.)	Total Cost per Month (Kshs.)
1.	Office Space	Sq. Ft.			
2.	Service Charge	Sq. Ft.			
4.	Parking Slots	No.			
5.	Specify other terms of the Offer which the Procuring Entity needs to be aware of at pre-contract stage:				

NB: - ALL PRICES QUOTED MUST BE INCLUSIVE OF ALL TAXES.

Signature of tenderer:

6.1 GENERAL

6.1.1. These specifications describe the basic requirements for office space.

Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues etc. for the office space.

6.1.2 The tenderers are requested to present information along with their offers as follows:

- i. Shortest possible occupancy period
- ii. Information on fit out works manual
- iii. Information on proper maintenance of the building

SECTION VIII - STANDARD DOCUMENTS
8.1 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 receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... (insert equipment description) 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract , in the form prescribed by(Procuring entity).
4. We agree to abide by this Tender for a period of [Number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender that you may receive.

Dated this..... day of..... 20.....

.....
[signature]

.....
[in the capacity of]

Duly authorized to sign tender for an on behalf of.....

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part2(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><u>Part 1 – General:</u> Business Name Location of business premises. Plot No..... Street/Road Postal Address Tel No/Mobile. E mail..... Nature of Business,..... Registration Certificate No. VAT Reg. No Maximum value of business which you can handle at any one time – Kshs. Name of your bankers Branch Bank Account</p>																														
<p><u>Part 2 (a) – Sole Proprietor</u> Your name in full Age Nationality Country of origin No. of employees ID/Passport No. • Citizenship details</p>																														
<p><u>Part 2 (b) Partnership</u> Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 15%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 30%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> • No. of employees</p>		Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	2.	3.	4.
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1.																									
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<p><u>Part 2 (c) – Registered Company</u> Private or Public State the nominal and issued capital of company- ➤ Nominal Kshs. ➤ Issued Kshs..... Given details of all directors as follows; <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">Name</th> <th style="width: 15%;">Nationality</th> <th style="width: 15%;">Citizenship Details</th> <th style="width: 10%;">Shares%</th> <th style="width: 30%;">ID/Passport No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> • No. of employees</p>		Name	Nationality	Citizenship Details	Shares%	ID/Passport No.	1.	2.	3.	4.
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1.																									
2.																									
3.																									
4.																									
<p>Date Signature of Candidate</p>																														

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

8.3 CONTRACT FORM

THIS AGREEMENT made theday 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 goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [contract price in words and figures] (hereinafter called “the Contract Price).

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 goods and to remedy the defects therein inconformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer inconsideration of the provisions of the goods 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)

In the presence of

Signed, sealed, delivered by the
(for the tenderer)

In the presence of

8.4 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