

TELPOSTA PENSION SCHEME



TENDER NAME	THE DISPOSAL OF TELPOSTA PENSION SCHEME PROPERTIES
TENDER REFERENCE	TPS/DISP/002/2025-2026
ISSUED ON	12TH MARCH 2026
CLOSING DATE	27TH APRIL 2026
CLOSING TIME	10:00AM (EAT)

**TELPOSTA PENSION SCHEME,
TELPOSTA TOWERS, WING C, 13TH FLOOR,
KENYATTA AVENUE,
P. O. BOX 45610 – 00100,
NAIROBI.
EMAIL: propertysales@telpostapension.org**

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SECTION I: LETTER OF INVITATION

TENDER REF NO.: TPS/DISP/002/2025-2026

TENDER NAME: DISPOSAL OF SCHEME PROPERTIES

I.1 BACKGROUND

TelPosta Pension Scheme Trustees Registered is a duly incorporated Pension Scheme that was registered in 1999 to cater for pension services for the employees of Kenya Posts & Telecommunications Corporation, Telkom Kenya Limited, Communications Commission of Kenya and Postal Corporation of Kenya. Vide a Legal Notice Numbers 154, published in the Kenya Gazette Supplement No. 59 of 5th November 1999, The Government of the Republic of Kenya through the then Minister for Finance vested to TelPosta Pension Scheme Trustees Registered various properties for purposes of discharging pension liabilities in respect of any person who on 30th June 1999 was entitled to receipt of a pension from the Kenya Posts & Telecommunications Corporation (now defunct), Telkom Kenya Limited, Postal Corporation of Kenya and Communications Commission of Kenya. The Scheme's property portfolio currently stands at 82%, which is above the 30% limit set by law. The Board of Trustees sought and received concurrence to dispose of the properties to ensure compliance.

- I.2** The TelPosta Pension Scheme (The Scheme) invites sealed bids from eligible candidates/bidders for **DISPOSAL OF SCHEME PROPERTIES**.
- I.3** The tender is open to persons/ firms (both local and international) with the legal capacity to enter into contract(s) for the sale of the listed properties, not insolvent, not in receivership or not bankrupt.
- I.4** Tendering shall be conducted through the National Competitive Bidding procedures specified in the **Public Procurement and Asset Disposal Act 2015 [Revised Edition 2022]** and the **Public Procurement and Disposal Regulations, 2020**.
- I.5** The document may be viewed and downloaded from the TelPosta Pension Scheme website: www.telpostapension.org for free and details sent to propertysales@telpostapension.org for registration.
- I.5** Enquiries can be made via email address: propertysales@telpostapension.org
- I.6** There will be **Scheduled Site Visit** for interested bidders as follows: Prospective bidders are advised to view the properties together with the Scheme's appointed agents (M/s Kenstate Valuers Limited of P.O Box 3776 00200 Nairobi and M/S Legend Management Limited of P.O Box 47155 00200 Nairobi) during the site-visit on dates indicated below before they bid for each property. This will enable bidders to arrive at the most reasonable and competitive bids. Bids are based on **"AS IS WHERE IS"** condition and as per contract.

SCHEDULE OF THE SITE VISITS

S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed SITE VISIT	Meeting Point
1	209/4844/33	Nairobi	off jogoo road	Vacant Plot	0.4030	-1.299431, 36.857961	49,200,000.00	30-Mar-26 10.00AM	At the Property
2	1/1255	Nairobi	Argwings Kodhek Rd	Vacant Plot	0.0355	-1.2930336, 36.791887	26,400,000.00	30-Mar-26 12,00PM	At the Property
3	1/1262	Nairobi	Argwings Kodhek Rd	Vacant Plot	0.0412	-1.293066, 36.792100	26,400,000.00	30-Mar-26 12.00PM	At the Property
4	Nairobi/Block 17/415/25	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
5	Nairobi/Block 17/415/33	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
6	Nairobi/Block 17/415/35	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
7	Nairobi/Block 17/415/39	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
8	Nairobi/Block 17/415/1	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
9	Nairobi/Block 17/415/27	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
10	Nairobi/Block 17/415/17	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
11	Nairobi/Block 17/415/20	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
12	Nairobi/Block 17/415/28	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property

SCHEDULE OF THE SITE VISITS

S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed SITE VISIT	Meeting Point
13	Nairobi/Block 17/415/45	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
14	Nairobi/Block 17/415/47	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
15	Nairobi/Block 17/415/8	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
16	Naivasha/Municipality Block 2/1262	Naivasha	Naivasha Town	Bungalow	0.229	-0.715528, 36.436806	19,800,000.00	31-Mar-26 10.00AM	At the Property
17	Nyandarua/Njabini Township/75	Nyandarua	Nyandarua	Vacant Plot	0.208	-0.724667, 36.662694	720,000.00	31-Mar-26 2.00PM	At the Property
18	Nyandarua/Njabini Township/76	Nyandarua	Nyandarua	Vacant Plot	0.240	-0.724583, 36.662611	840,000.00	31-Mar-26 2.00PM	At the Property
19	Nyandarua/Njabini Township/77	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724444, 36.662472	840,000.00	31-Mar-26 2.00PM	At the Property
20	Nyandarua/Njabini Township/78	Nyandarua	Nyandarua	Vacant Plot	0.200	-0.724306, 36.662361	720,000.00	31-Mar-26 2.00PM	At the Property
21	Nyandarua/Njabini Township/79	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724194, 36.662194	840,000.00	31-Mar-26 2.00	At the Property
22	Nyandarua/Njabini Township/80	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724028, 36.662111	840,000.00	31-Mar-26 2.00PM	At the Property
23	Nyandarua/Njabini Township/99	Nyandarua	Nyandarua	Vacant Plot	0.290	-0.724278, 36.661833	960,000.00	31-Mar-26 2.00PM	At the Property
24	Karatina Township Block 2/424	Karatina	Karatina, next to exchange	Bungalow	0.0657	-0.482275, 37.128169	5,400,000.00	31-Mar-26 10.00AM	At the Property

SCHEDULE OF THE SITE VISITS

S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed SITE VISIT	Meeting Point
25	Karatina Township Block 2/425	Karatina	Karatina, next to exchange	Bungalow	0.0675	-0.482275, 37.128169	5,400,000.00	31-Mar-26 10.00AM	At the Property
26	Karatina Township Block 2/426	Karatina	Karatina, next to exchange	Bungalow	0.0756	-0.482275, 37.128169	5,400,000.00	31-Mar-26 10.00AM	At the Property
27	Karatina Township Block 2/427	Karatina	Karatina, next to exchange	Bungalow	0.0704	-0.482275, 37.128169	6,000,000.00	31-Mar-26 10.00AM	At the Property
28	Nyeri Municipality Block 1/1492	Nyeri	Nyeri Town	Bungalow	0.1829	-0.428389, 36.954806	15,600,000.00	1-Apr-26 12.00PM	At the Property
29	Nanyuki Municipality Block 9/191	Nanyuki	Laikipia, Nanyuki	Bungalow	0.2155	0.004389, 37.068472	11,400,000.00	1-Apr-26 2.00PM	At the Property
30	Isiolo Township/Block 1/891	Isiolo	Isiolo Town	Bungalow	0.2893	0.360811, 37.588361	7,800,000.00	1-Apr-26 10.00AM	At the Property
31	584/845	Kericho	Londiani	Vacant Plot	0.0504	-0.163417, 35.589444	600,000.00	1-Apr-26 10.00AM	At the Property
32	584/847	Kericho	Londiani	Bungalow	0.0494	-0.163611, 35.589306	960,000.00	1-Apr-26 10.00M	At the Property
33	584/849	Kericho	Londiani	Vacant Plot	0.0477	-0.163583, 35.589528	600,000.00	1-Apr-26 10.00AM	At the Property
34	Kericho/Block 5/696 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0353	-0.362358, 35.288544	1,680,000.00	1-Apr-26 12.00PM	At the Property
35	Kericho/Block 5/697 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0380	-0.362358, 35.288544	1,680,000.00	1-Apr-26 12.00PM	At the Property
36	Kericho/Block 5/698 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0383	-0.362358, 35.288544	1,440,000.00	1-Apr-26 12.00PM	At the Property

SCHEDULE OF THE SITE VISITS

S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed SITE VISIT	Meeting Point
37	Kericho/Block 5/699 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0314	-0.362358, 35.288544	1,440,000.00	1-Apr-26 12.00PM	At the Property
38	Kericho/Block 5/700 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0346	-0.362358, 35.288544	1,440,000.00	1-Apr-26 12.00PM	At the Property
39	Kericho/Sotik T 661	Sotik	Sotik Town	Bungalow	0.1917	-0.693722, 35.111583	2,280,000.00	2-Apr-26 10.00AM	At the Property
40	Kericho/Sotik T 662	Sotik	Sotik Town	Bungalow	0.1393	-0.693869, 35.111422	1,560,000.00	2-Apr-26 10.00AM	At the Property
41	Kericho/Sotik T 663	Sotik	Sotik Town	Bungalow	0.1490	-0.694028, 35.111194	1,560,000.00	2-Apr-26 10.00AM	At the Property
42	Kericho/Sotik T 664	Sotik	Sotik Town	Bungalow	0.1749	-0.694111, 35.111389	2,160,000.00	2-Apr-26 10.00AM	At the Property
43	Eldoret Mun Block 14/175	Eldoret	Eldoret Mun	Vacant Plot	0.9414	0.486397, 35.265322	30,000,000.00	7-Apr-26 10.00AM	At the Property

1.7 Tenderers shall submit together with the bid document a **deposit of 10% of the reserve price for each bided property** in form of a **Banker's cheque** addressed to **TelPosta Pension Scheme** or by **bank confirmation advice if payment is done through RTGS** to TelPosta Pension Scheme designated account as below:

Account Name: TelPosta Pension Scheme

A/C Number: 1342292707

Branch: Moi Avenue

Clearing Code: 01100

1.8 The deposit shall be paid directly into the Scheme bank account before the closing of the tender. The deposit shall form part of the purchase price for the successful bidder but refunded to unsuccessful bidders. This deposit shall be forfeited in total should the successful bidder not complete the transaction. Payment of the deposit will be made by RTGS or Bankers Cheque only. **Any other form of payment will not be accepted. Bank guarantees are not acceptable as payment of the deposit.**

1.9 The bidder shall provide **evidence that the balance of the Purchase Price is available and shall be raised within ninety (90) days from the date of tender closing.**

1.10 This tender process shall be governed by the **Law Society of Kenya Conditions for sale 2015**

1.11 All completed tender documents shall be enclosed in plain sealed envelopes in one (1) original plus **[one 1 copies]**, duly filled in, and must be delivered to the address below, marked and addressed as follows:

**The Administrator/Trust Secretary,
TelPosta Pension Scheme,
P.O. Box 45610-00100,
Nairobi.**

On or before: 27th April 2026

Tenders will be opened at **11:00am**

Completed tenders may be deposited at the Tender box located at **TelPosta Pension Scheme Offices at TelPosta Towers, Wing C, 13th floor, Kenyatta Avenue, Nairobi BEFORE 11:00 AM HOURS**

1.12 Prices quoted should be **exclusive** of all taxes, must be in Kenya Shillings and shall remain valid for **(180) days** from the closing date of the tender.

Tenders will be opened immediately thereafter in the presence of the candidates or their representatives **who may choose to attend at TelPosta Pension Scheme's Boardroom at TelPosta Towers, Wing C, 13th floor, Kenyatta Avenue, Nairobi.**

2.1 Late or incomplete Tenders **shall not be accepted.**

2.2 Canvassing or lobbying for the tender shall lead to automatic disqualification.

**The Administrator/ Trust Secretary,
TELPOSTA PENSION SCHEME.**

SECTION II: - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall bid for the properties as stipulated from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4 Tenderers involved in the corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs. Regardless of the conduct or outcome of the tendering process
- 2.2.2 The procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Document

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - a) Instructions to Tenderers
 - b) General Conditions of Contract
 - c) Special Conditions of Contract
 - d) Schedule of Requirements /properties
 - e) Form of Tender and Price Schedules
 - f) Contract Form
 - g) Confidential Business Questionnaire Form
 - h) Tender security Form
 - i) Declaration Form and letter of Comfort
 - j) Notification of award

- 2.4 The Tenderer is expected to examine all instructions, forms, terms and specification 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.

Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the appendix to instructions. 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 the 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 candidates who have received the tender documents.
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Scheme, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment
- 2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.5.3 To allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Scheme, 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 Evaluation Criteria

2.7.1 Stage One: Mandatory Documents

The tenders prepared by the tenderers must comprise the following components

1. Have a table of contents, pages clearly indicating Sections and Page Numbers
2. Have pages in the whole document (including appendixes) bound, numbered in the correct sequence, serialized and initialized.
3. Duly filled and signed Form of Tender and the Tender deposit Commitment Declaration Form.
4. Submit a deposit of 10% of the reserve price for each bided property in form of a Banker's cheque addressed to TelPosta Pension Scheme or by bank confirmation advice if payment is done through RTGS to TelPosta Pension Scheme designated account **Name: TelPosta Pension Scheme, KCB Bank, A/C Number: 1342292707, Branch: Moi Avenue, Clearing Code: 01100.**
5. Certificate of Registration / Incorporation (Registered Companies Only) with Form CR 12 valid within the last three months (October - March 2026) from Registrar of Companies. Individuals bidding for the property will be required to submit copies of

national identity card(s) and Personal Identification Certificate (PIN) from Kenya Revenue Authority.

6. Valid and Current Tax Compliance Certificate from Kenya Revenue Authority.
7. Duly filled, signed and stamped Confidential Business Questionnaire Form.
8. Duly filled, signed and stamped Declaration Form
9. Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge Form.
10. Provide proof of funds that if awarded the contract, payment shall be made as specified in particular conditions of the contract.

2.7.2 Stage Two: Financial Evaluation

The Most Competitive Bidder

The most competitive bidder shall be the bidder who quotes the **highest amount subject to the reserve prices and evidence that the balance of the purchase price shall be raised and paid within ninety (90) days.**

- 2.7.3 The Scheme reserves the right to determine in its own sole judgment and discretion the eligibility of the tenderer to purchase the property. The Scheme at its own discretion may waive any minor informality or non-conformity or irregularity in the tenderer's tender document provided that such waiver does not prejudice or affect the relative ranking of any other bidder.

2.8 Tender Prices and Currencies

- 2.8.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the properties it proposes to purchase under the contract
- 2.8.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.9 Tender Currencies

- 2.9.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.10 Tender deposit

- 2.10.1 The tenderer shall put a **10% deposit for every property** tendered for in the amount indicated in the schedule of properties and prices.
- 2.10.2 Failure to put the required deposit for any property tendered for will **lead to disqualification** of the bid for the property
- 2.10.3 Unsuccessful Tenderer's tender-deposit will be discharged or returned as promptly as possible, but not later than Seven (7) days after the expiry period of the tender validity prescribed by the Scheme.
- 2.10.4 The successful Tenderer's 10% deposit will be credited to the bidder's price so that it forms part of the amount of the bid and the tenderer shall be required to pay the bid price less the deposit amount
- 2.10.5 The tender deposit shall be forfeited:
- i. If a tenderer withdraws its tender during the period of tender validity specified by the Scheme.

- ii. In the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.
- iii. In the case of a successful tenderer, failure to sign the contract.

2.11 Validity of Tenders

- 2.11.1 Tenders shall remain valid for a period of **180 days** or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Scheme, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Scheme as non-responsive.
- 2.11.2 In exceptional circumstances, the Scheme 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.12 Format and Signing of Tender

- 2.12.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.12.2 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.
- 2.12.3 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.

2.13 Sealing and Marking of Tenders

- 2.13.1 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.
- 2.13.2 The inner and outer envelopes shall: -
 - a) be addressed to the Procuring Entity at the address given in the Invitation to Tender:
 - b) bear tender number, tender name and name of tenderer in the Invitation for
 - i. **Tenders and the words "DO NOT OPEN BEFORE," *Deadline for submission at***
 - ii. **10:00am**
- 2.13.3 The inner and outer envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".
- 2.13.4 If the outer envelope is not sealed and marked as required above, the Procuring Entity will assume no responsibility for the tender's misplacement or premature opening.

2.14 Deadline for Submission of Tenders

- 2.14.1 Completed tender documents must be received by the Scheme at the address specified not later than **11:00am**
- 2.14.2 The Scheme may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5 in which case all rights

and obligations of the Scheme and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15 Modification and Withdrawal of Tenders

- 2.15.1 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 Scheme prior to the deadline prescribed for submission of tenders.
- 2.15.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.15.3 No tender may be modified after the deadline for submission of tenders.
- 2.15.4 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 deposit, pursuant to paragraph 2.7.5

2.16 Opening of Tenders

- 2.16.1 The Scheme will open all tenders in the presence of tenderers' representatives who choose to attend at **11:00 am ON** (and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 2.16.2 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Scheme, at its discretion, may consider appropriate, will be announced at the opening.
- 2.16.3 The Scheme will prepare minutes of the tender opening.

2.17 Clarification of tenders

- 2.17.1 To assist in the examination, evaluation and comparison of tenders the Scheme 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
- 2.17.2 Any effort by the tenderer to influence the Scheme in the Scheme's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.18 Preliminary Examination

- 2.18.1 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.
- 2.18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.18.3 The Procuring Entity may waive any minor informality or non-conformity 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.
- 2.18.4 Prior to the detailed evaluation, 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.
- 2.18.5 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

2.19 Conversion to Single Currency

- 2.19.1 Where other currencies are used, the Procuring Entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.20 Evaluation and Comparison of Tenders

- 2.20.1 The Scheme will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination, a tender that will be determined to be substantially non-responsive, will be rejected by the Scheme and may not subsequently be made substantially responsive by the tenderer by correction of the non-conformity.
- 2.20.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.20.3 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 tenders of the Scheme.

2.20.4 Contacting the Procuring Entity

- 2.20.5 Subject to paragraph 2.15 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.
- 2.20.6 Any effort by a tenderer to influence the Procuring Entity in its decisions on tender, evaluation, tender comparison, or contract award will result in the rejection of the Tenderer's tender

2.21 Award Criteria

- 2.21.1 The Procuring Entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been **determined to be the highest priced evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.**
- 2.21.2 The Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tender at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring Entity's action.

2.21.3 If the Procuring Entity determines that none of the tenders is responsive, the Procuring Entity shall notify each tenderer who submitted the tender.

2.22 Notification of Award

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

2.22.2 The notification of award will constitute the formation of the Contract subject to the tenderer paying the price of the Properties.

2.23 Signing of Contract

2.23.1 At the same time as the Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.23.2 The parties to the contract shall have it signed within thirty (30) days from the date of notification of contract award but not earlier than fourteen (14) days.

2.23.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring Entity.

2.23.4 The sale will then proceed in the manner stated in the special conditions of contract.

2.24 Corrupt or Fraudulent Practices

2.24.1 TelPosta Pension Scheme requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows:

- i. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- ii. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

2.25 Purchase Price

2.25.1 The successful bidder who will be awarded contracts will be required to pay the entire contract price within ninety (90) days failure to which the contract award shall be cancelled, and the deposit forfeited

2.26 Viewing of Tender properties

2.26.1 Prospective bidders are advised to view the property in liaison with the Scheme's appointed agents before submission of their bid. This will enable them to arrive at the most reasonable and competitive bids. The sale is based on **AS IS WHERE IS CONDITION and the condition of the property is not warranted by the seller.**

2.26.2 Viewing of properties will be as shown below:

SCHEDULE OF THE SITE VISITS									
S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed Site Visit	Meeting Point
1	209/4844/33	Nairobi	off jogoo road	Vacant Plot	0.4030	-1.299431, 36.857961	49,200,000.00	30-Mar-26 10.00AM	At the Property
2	1/1255	Nairobi	Argwings Kodhek Rd	Vacant Plot	0.0355	-1.2930336, 36.791887	26,400,000.00	30-Mar-26 12.00PM	At the Property
3	1/1262	Nairobi	Argwings Kodhek Rd	Vacant Plot	0.0412	-1.293066, 36.792100	26,400,000.00	30-Mar-26 12.00PM	At the Property
4	Nairobi/Block 17/415/25	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
5	Nairobi/Block 17/415/33	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
6	Nairobi/Block 17/415/35	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
7	Nairobi/Block 17/415/39	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
8	Nairobi/Block 17/415/1	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
9	Nairobi/Block 17/415/27	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property

SCHEDULE OF THE SITE VISITS

S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed Site Visit	Meeting Point
10	Nairobi/Block 17/415/17	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
11	Nairobi/Block 17/415/20	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
12	Nairobi/Block 17/415/28	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
13	Nairobi/Block 17/415/45	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	30-Mar-26 2.30PM	At the Property
14	Nairobi/Block 17/415/47	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
15	Nairobi/Block 17/415/8	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	30-Mar-26 2.30PM	At the Property
16	Naivasha/Municipality Block 2/1262	Naivasha	Naivasha Town	Bungalow	0.229	-0.715528, 36.436806	19,800,000.00	31-Mar-26 10.00AM	At the Property
17	Nyandarua/Njabini Township/75	Nyandarua	Nyandarua	Vacant Plot	0.208	-0.724667, 36.662694	720,000.00	31-Mar-26 2.00PM	At the Property
18	Nyandarua/Njabini Township/76	Nyandarua	Nyandarua	Vacant Plot	0.240	-0.724583, 36.662611	840,000.00	31-Mar-26 2.00PM	At the Property
19	Nyandarua/Njabini Township/77	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724444, 36.662472	840,000.00	31-Mar-26 2.00PM	At the Property
20	Nyandarua/Njabini Township/78	Nyandarua	Nyandarua	Vacant Plot	0.200	-0.724306, 36.662361	720,000.00	31-Mar-26 2.00PM	At the Property
21	Nyandarua/Njabini Township/79	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724194, 36.662194	840,000.00	31-Mar-26 2.00	At the Property
22	Nyandarua/Njabini Township/80	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724028, 36.662111	840,000.00	31-Mar-26 2.00PM	At the Property

SCHEDULE OF THE SITE VISITS

S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed Site Visit	Meeting Point
23	Nyandarua/Njabini Township/99	Nyandarua	Nyandarua	Vacant Plot	0.290	-0.724278, 36.661833	960,000.00	31-Mar-26 2.00PM	At the Property
24	Karatina Township Block 2/424	Karatina	Karatina, next to exchange	Bungalow	0.0657	-0.482275, 37.128169	5,400,000.00	31-Mar-26 10.00AM	At the Property
25	Karatina Township Block 2/425	Karatina	Karatina, next to exchange	Bungalow	0.0675	-0.482275, 37.128169	5,400,000.00	31-Mar-26 10.00AM	At the Property
26	Karatina Township Block 2/426	Karatina	Karatina, next to exchange	Bungalow	0.0756	-0.482275, 37.128169	5,400,000.00	31-Mar-26 10.00AM	At the Property
27	Karatina Township Block 2/427	Karatina	Karatina, next to exchange	Bungalow	0.0704	-0.482275, 37.128169	6,000,000.00	31-Mar-26 10.00AM	At the Property
28	Nyeri Municipality Block 1/1492	Nyeri	Nyeri Town	Bungalow	0.1829	-0.428389, 36.954806	15,600,000.00	1-Apr-26 12.00PM	At the Property
29	Nanyuki Municipality Block 9/191	Nanyuki	Laikipia, Nanyuki	Bungalow	0.2155	0.004389, 37.068472	11,400,000.00	1-Apr-26 2.00PM	At the Property
30	Isiolo Township/Block 1/891	Isiolo	Isiolo Town	Bungalow	0.2893	0.360811, 37.588361	7,800,000.00	1-Apr-26 10.00AM	At the Property
31	584/845	Kericho	Londiani	Vacant Plot	0.0504	-0.163417, 35.589444	600,000.00	1-Apr-26 10.00AM	At the Property
32	584/847	Kericho	Londiani	Bungalow	0.0494	-0.163611, 35.589306	960,000.00	1-Apr-26 10.00M	At the Property
33	584/849	Kericho	Londiani	Vacant Plot	0.0477	-0.163583, 35.589528	600,000.00	1-Apr-26 10.00AM	At the Property
34	Kericho/Block 5/696 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0353	-0.362358, 35.288544	1,680,000.00	1-Apr-26 12.00PM	At the Property
35	Kericho/Block 5/697 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0380	-0.362358, 35.288544	1,680,000.00	1-Apr-26 12.00PM	At the Property

SCHEDULE OF THE SITE VISITS

S/NO	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Proposed Site Visit	Meeting Point
36	Kericho/Block 5/698 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0383	-0.362358, 35.288544	1,440,000.00	1-Apr-26 12.00PM	At the Property
37	Kericho/Block 5/699 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0314	-0.362358, 35.288544	1,440,000.00	1-Apr-26 12.00PM	At the Property
38	Kericho/Block 5/700 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0346	-0.362358, 35.288544	1,440,000.00	1-Apr-26 12.00PM	At the Property
39	Kericho/Sotik T 661	Sotik	Sotik Town	Bungalow	0.1917	-0.693722, 35.111583	2,280,000.00	2-Apr-26 10.00AM	At the Property
40	Kericho/Sotik T 662	Sotik	Sotik Town	Bungalow	0.1393	-0.693869, 35.111422	1,560,000.00	2-Apr-26 10.00AM	At the Property
41	Kericho/Sotik T 663	Sotik	Sotik Town	Bungalow	0.1490	-0.694028, 35.111194	1,560,000.00	2-Apr-26 10.00AM	At the Property
42	Kericho/Sotik T 664	Sotik	Sotik Town	Bungalow	0.1749	-0.694111, 35.111389	2,160,000.00	2-Apr-26 10.00AM	At the Property
43	Eldoret Mun Block 14/175	Eldoret	Eldoret Mun	Vacant Plot	0.9414	0.486397, 35.265322	30,000,000.00	7-Apr-26 10.00AM	At the Property

APPENDIX TO INSTRUCTIONS TO TENDERERS

Instructions to Tenderers Reference	Particulars of Appendix to Instructions to Tenderers
<p>ITT 2.1 ITT 2.7</p>	<p>Sale of Scheme Properties in the schedule of Properties is open to tenderers possessing the following documents and the tender submission shall;</p> <ol style="list-style-type: none"> 1) Have a table of contents page(s) clearly indicating Sections and Page Numbers - Mandatory. 2) Have pages in the whole document (including appendixes) bound, numbered in the correct sequence, serialized and initialed -Mandatory. 3) Duly filled and signed Form of Tender and the Tender deposit Commitment Declaration Form – Mandatory (select / Tick Each Property and indicate the deposit done. (Table on Pages 38 -) 4) Submit a deposit of 10% of the reserve price for each bid property in form of a Banker’s cheque addressed to TelPosta Pension Scheme or by bank confirmation advice if payment is done through RTGS to TelPosta Pension Scheme designated account property Account Name: TelPosta Pension Scheme Bank Account: KCB A/C Number: 1342292707 Branch: Moi Avenue Branch Clearing Code: 01100 - Mandatory 5) Certificate of Registration / Incorporation (Registered Companies Only) with Form CR 12 valid within the last three months (October - March 2026) from Registrar of Companies. Individuals bidding for the property will be required to submit copies of national identity cards and Personal Identification Number Certificate from Kenya Revenue Authority – Mandatory 6) Valid and Current Tax Compliance Certificate from Kenya Revenue Authority - Mandatory 7) Duly filled, signed and stamped Confidential Business Questionnaire Form - Mandatory 8) Duly filled, signed and stamped Declaration Form - Mandatory 9) Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge Form - Mandatory 10) Provide proof of funds that if awarded the contract, the balance of purchase price shall be made as specified in particular conditions of the contract – Mandatory Firms <ul style="list-style-type: none"> • should Attach audited financial statements for the last two years Fy 2022- 2023; Fy 2024 - 2024 or 2023 and 2024 fully signed by a registered certified public account of Kenya or • Certified Bank statement for the last 12Months

	<p style="text-align: center;"><u>Individuals</u></p> <ul style="list-style-type: none"> • Should attach a Certified Bank statement for the last 12Months <p>Note: The properties will be sold on an “as is where is” basis as per contract.</p> <p>Bidders must meet all the mandatory requirements to qualify for financial evaluation</p>
ITT 2.7	<p>Bidder who qualifies for financial evaluation will be ranked according to their offer price per item/property.</p> <p>The contract award shall be given to the bidder who quotes the highest evaluated amount subject to the reserve prices and evidence that the balance of the purchase price shall be raised and paid within ninety (90) days</p>
ITT 2.9	<p>The Prices quoted should be EXCLUSIVE of all taxes, must be in Kenya Shillings and shall remain valid for One Hundred and Eighty Days (180) days from the closing date of the tender.</p>

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 Procuring Entity" means TelPosta Pension Scheme.
 - d) "The Tenderer" means the individual or firm intending to purchase the property.

3.2 Application

- 3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the tender document

3.3 Payment

- 3.3.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in this document.

3.4 Assignment

- 3.4.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract.

3.5 Termination for Default

- 3.5.1 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 if:
- a) if the tenderer fails to provide payment within the period 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.
 - d) if the Procuring Entity is for any other reason unable to perform its obligations under the contract.

3.6 Resolution of Disputes

If a dispute arises out of or in connection with this Agreement the parties shall seek to resolve the matter in dispute by negotiations between themselves within fourteen days, failing which the aggrieved party shall seek remedy in a court of competent jurisdiction.

3.7 Language and Law

3.7.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.8 Force Majeure

No party to this Agreement shall be liable for any failure to fulfil its obligations herein where such failure is caused by circumstances outside the reasonable control of such party including any act of God, insurrection or civil disorder, war, or other military operation, national or local emergency, acts of Government, labour disputes of any kind, fire, lightening, explosion or any other such cause (hereinafter referred to as “Force Majeure Event”). In the event of a Force Majeure Event, the performance of the obligations of this Agreement may be extended by the period of the Force Majeure Event or situation.

In case the Force Majeure Event persists continuously for at least three months, then both parties shall consult and agree within a period of fourteen (14) days from the lapse of the three months period on necessary arrangement for further implementation of this Agreement. In case both parties are unable to agree on such further implementation or such further implementation is unforeseeable and or impossible then this Agreement shall be terminated.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

These Special Conditions of Contract ('SCC') shall supplement the General Conditions of Contract ('GCC'), wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

GCC Reference	Particulars of Appendix to General Conditions of Contract
GCC 3.2	The sale shall be in accordance with the Law Society of Kenya Conditions of Sale (2015) as amended from time to time, in so far as they are not inconsistent with the conditions contained in this tender document.
GCC 3.3	<p>1. The payment terms for the successful candidate shall be as follows:</p> <ul style="list-style-type: none"> a. The 10% deposit at bid submission stage will form part of the payments. b. 20% of the purchase price shall be paid 30days after the award and offer letter. c. 70% of the balance of purchase price shall be paid within 90 days as defined in the agreement but before surrenders of the title deed. <p>2. The quoted tender prices shall exclude the stamp duty and related costs of registration including all other taxes and costs payable for finalization of the transfer from the date of offer. The tender price, related costs and taxes shall be borne by the tenderer</p> <p>3. The sale of the properties is subject to the reserve prices</p>
GCC 3.4	The Scheme gives no warranty whatsoever with regard to the state and condition of the property or any part thereof or of any buildings or improvements erected thereon or of any other structure thereon or otherwise
GCC 3.5	The Procuring Entity can cancel or stop this sale process at any stage without giving any reasons

SECTION V: SCHEDULE OF SCHEME PROPERTIES FOR DISPOSAL

SCHEDULE OF THE PROPERTIES FOR DISPOSAL								
S/ No	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)
1	209/4844/33	Nairobi	off jogoo road	Vacant Plot	0.4030	-1.299431, 36.857961	49,200,000.00	4,920,000.00
2	1/1255	Nairobi	Argwings Kodhek Rd	Vacant Plot	0.0355	-1.2930336, 36.791887	26,400,000.00	2,640,000.00
3	1/1262	Nairobi	Argwings Kodhek Rd	Vacant Plot	0.0412	-1.293066, 36.792100	26,400,000.00	2,640,000.00
4	Nairobi/Block 17/415/25	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	1,620,000.00
5	Nairobi/Block 17/415/33	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	1,620,000.00
6	Nairobi/Block 17/415/35	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
7	Nairobi/Block 17/415/39	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
8	Nairobi/Block 17/415/1	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
9	Nairobi/Block 17/415/27	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
10	Nairobi/Block 17/415/17	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	1,620,000.00
11	Nairobi/Block 17/415/20	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
12	Nairobi/Block 17/415/28	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
13	Nairobi/Block 17/415/45	Nairobi	Elgeyo Marakwet Rd	3 BR Flat		-1.297158, 36.780294	16,200,000.00	1,620,000.00
14	Nairobi/Block 17/415/47	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
15	Nairobi/Block 17/415/8	Nairobi	Elgeyo Marakwet Rd	2 BR Flat		-1.297158, 36.780294	14,400,000.00	1,440,000.00
16	Naivasha/Municipality Block 2/1262 - Naivasha Staff House	Naivasha	Naivasha Town	Bungalow	0.229	-0.715528, 36.436806	19,800,000.00	1,980,000.00

SCHEDULE OF THE PROPERTIES FOR DISPOSAL

S/ No	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)
17	Nyandarua/Njabin i Township/75	Nyandarua	Nyandarua	Vacant Plot	0.208	-0.724667, 36.662694	720,000.00	72,000.00
18	Nyandarua/Njabin i Township/76	Nyandarua	Nyandarua	Vacant Plot	0.240	-0.724583, 36.662611	840,000.00	84,000.00
19	Nyandarua/Njabin i Township/77	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724444, 36.662472	840,000.00	84,000.00
20	Nyandarua/Njabin i Township/78	Nyandarua	Nyandarua	Vacant Plot	0.200	-0.724306, 36.662361	720,000.00	72,000.00
21	Nyandarua/Njabin i Township/79	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724194, 36.662194	840,000.00	84,000.00
22	Nyandarua/Njabin i Township/80	Nyandarua	Nyandarua	Vacant Plot	0.250	-0.724028, 36.662111	840,000.00	84,000.00
23	Nyandarua/Njabin i Township/99	Nyandarua	Nyandarua	Vacant Plot	0.290	-0.724278, 36.661833	960,000.00	96,000.00
24	Karatina Township Block 2/424	Karatina	Karatina, next to exchange	Bungalow	0.0657	-0.482275, 37.128169	5,400,000.00	540,000.00
25	Karatina Township Block 2/425	Karatina	Karatina, next to exchange	Bungalow	0.0675	-0.482275, 37.128169	5,400,000.00	540,000.00
26	Karatina Township Block 2/426	Karatina	Karatina, next to exchange	Bungalow	0.0756	-0.482275, 37.128169	5,400,000.00	540,000.00
27	Karatina Township Block 2/427	Karatina	Karatina, next to exchange	Bungalow	0.0704	-0.482275, 37.128169	6,000,000.00	600,000.00
28	Nyeri Municipality Block 1/1492	Nyeri	Nyeri Town	Bungalow	0.1829	-0.428389, 36.954806	15,600,000.00	1,560,000.00
29	Nanyuki Municipality Block 9/191	Nanyuki	Laikipia, Nanyuki	Bungalow	0.2155	0.004389, 37.068472	11,400,000.00	1,140,000.00
30	Isiolo Township/Block 1/891	Isiolo	Isiolo Town	Bungalow	0.2893	0.360811, 37.588361	7,800,000.00	780,000.00
31	584/845	Kericho	Londiani	Vacant Plot	0.0504	-0.163417, 35.589444	600,000.00	60,000.00
32	584/847	Kericho	Londiani	Bungalow	0.0494	-0.163611, 35.589306	960,000.00	96,000.00
33	584/849	Kericho	Londiani	Vacant Plot	0.0477	-0.163583, 35.589528	600,000.00	60,000.00

SCHEDULE OF THE PROPERTIES FOR DISPOSAL

S/ No	L.R Number	Town	Location	Description	Size (Acreage)	Coordinates	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)
34	Kericho/Block 5/696 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0353	-0.362358, 35.288544	1,680,000.00	168,000.00
35	Kericho/Block 5/697 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0380	-0.362358, 35.288544	1,680,000.00	168,000.00
36	Kericho/Block 5/698 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0383	-0.362358, 35.288544	1,440,000.00	144,000.00
37	Kericho/Block 5/699 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0314	-0.362358, 35.288544	1,440,000.00	144,000.00
38	Kericho/Block 5/700 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	0.0346	-0.362358, 35.288544	1,440,000.00	144,000.00
39	Kericho/Sotik T 661	Sotik	Sotik Town	Bungalow	0.1917	-0.693722, 35.111583	2,280,000.00	228,000.00
40	Kericho/Sotik T 662	Sotik	Sotik Town	Bungalow	0.1393	-0.693869, 35.111422	1,560,000.00	156,000.00
41	Kericho/Sotik T 663	Sotik	Sotik Town	Bungalow	0.1490	-0.694028, 35.111194	1,560,000.00	156,000.00
42	Kericho/Sotik T 664	Sotik	Sotik Town	Bungalow	0.1749	-0.694111, 35.111389	2,160,000.00	216,000.00
43	Eldoret Mun Block 14/175	Eldoret	Eldoret Mun	Vacant Plot	0.9414	0.486397, 35.265322	30,000,000.00	3,000,000.00

SECTION VI: CONDITIONS OF TENDER

- 6.1 A tenderer may tender for **one property** or may tender **for as many properties**
- 6.2 **The Scheme shall reserve the right to award part or in whole. Award shall be to the highest bidder.**
- 6.3 A tenderer will be required to submit as part of the Tender submission, a refundable deposit in the form of Bankers Cheque payable to TelPosta Scheme Pension Scheme for each item tendered for as indicated in the schedule of Properties and prices. **(Mandatory requirement)**
- 6.4 Tenderers who will be awarded contracts will be required to pay for the property within a period of ninety (90) days failure to which the contract award will be cancelled and the deposit forfeited.
- 6.5 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible, but not later than Seven (7) days after the expiry period of the tender validity prescribed by the Scheme.

SECTION VII: STANDARD FORMS

NOTES ON STANDARD FORMS

The form of tender, the confidential business questionnaire, the declaration form, the anti-corruption declaration commitment/pledge form, the KYC Form and the tender deposit commitment declaration form must be filled, signed and stamped by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

7.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (MANDATORY)

Name of Applicant(s).....

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2(b) or 2(c) whichever applies to your type
You are advised that it is a serious offence to give false information on this form and shall lead to automatic disqualification/termination of your business proposal at your cost.

Part I General

Business Name

Location of Business Premises

Email

Nature of Business (Attach Company Profile)

Registration Certificate No. (Attach Copy)

Tax Compliance No (Attach Copy)

Part 2

(a) – Sole Proprietor

Your name in full

Age

Nationality

Country of Origin

Citizenship details

If a Kenyan Citizen, indicate under
 Citizenship Details whether by Birth,
 Naturalization or Registration

Part 2 (c) – Registered Company

Attach a copy of the CRI2

Private or Public

Give details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.....			
2.....			
3.....			

Part 4-(a) Debarment

I/We declare that _____ **[insert name of the Bidder]**, its proprietor(s), Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners have not been debarred from any procurement process and have not engaged nor shall engage in any fraudulent, corrupt, collusive, coercive or obstructive practices in connection with the present disposal process or any other tender by TelPosta Pension Scheme and any other public or private institutions.

I/We _____ **[insert name of the Bidder]** , its proprietor(s)/ directors, are not subject to a debarment recognized under the Public Procurement Regulatory Authority and the Agreement for Mutual Enforcement of Debarment Decisions (the 'Cross-Debarment Agreement')¹

Full Names.....

Signature.....

Dated thisday of2026

In the capacity of.....

Duly authorized to sign Tender for and on behalf of

Part 4-(b) Bankruptcy / Insolvency / Receivership.

I/We declare thathave not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated thisday of2026

Duly authorized to sign Tender for and on behalf of

Part 4-(c) -Criminal Offence

I/We, (Name (s) of Director(s)):-

a).....

b).....

c).....

certify that **[insert name of the Bidder]**, its proprietor(s)/ directors, are not subject to a criminal conviction, for engaging in fraud, corruption, and money laundering. I/We further certify that **[insert name of the Bidder]**, its proprietor(s)/ directors, have not been convicted of any criminal offence relating to professional conduct or the making of false statements or

misrepresentations as to the qualifications of [insert name of the Bidder] to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of M/s.....

In the capacity of

Dated thisday of2026.

Bidder/ Company's Official Rubber Stamp

.....

Part 4-(d) Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b)

c)

Further, I/We declare that [insert name of Bidder], its proprietor(s)/ Directors, have no actual or potential conflict of interest that could impact their ability to serve the best interest of the Scheme

For and on behalf of M/s.....

In the capacity of

Dated thisday of2026

Bidder/ Company's Official Rubber Stamp

.....

Conflicts of interest arise where private or personal interests of a bidder may influence or appear to influence the impartial and objective performance of their duties. Private or personal interests include situations where a bidder appears to benefit improperly, directly or indirectly, or allows a third party to benefit improperly, from their association with an enterprise or organization that engages in business directly or indirectly with the TelPosta Pension Scheme

Part 4-(e) – Interest in the Procuring Entity:

Yes/No (Delete as necessary)

Declare nature of interest

(Title) (Signature) (Date)

.....

Part 4-(f) – Gratuities, Fees, Commissions and Gifts:

I/We, the undersigned certify that no gratuities, fees, commissions, gifts or anything else of value have been paid or exchanged by [insert name of Bidder] or are to be paid or exchanged by [insert name of Bidder] with respect to the present bidding process.

OR

[to be completed only if previous box was not checked]

I/We, the undersigned declare that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid by [insert name of Bidder] or are to be exchanged or paid by [insert name of Bidder] with respect to the present bidding process:

- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]
- [Name of Recipient/Address/Date/Reason/Amount]

Part 7—Declaration

I/We the undersigned certify that I/We are the authorized representative of [Name of the Bidder], as well as that the information provided above is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this certification may result in sanctions and remedies, including the permanent ineligibility to participate in TelPosta Pension Scheme-managed activities and operations, in accordance with the TelPosta Pension scheme Project Procurement Guidelines. Furthermore, I/We give TelPosta Pension Scheme permission to seek any other references concerning my/our company from whatever sources deemed necessary (e.g. statutory and any other)

Full name/s

.....

Signature/s.....

For and on behalf of M/s

In the capacity of

Date..... Signature of Candidate.....

7.3 ANTI-CORRUPTION DECLARATION COMMITMENT/PLEDGE FORM

(Mandatory) (Sections 39, 40, 41, 42, 43 & of the PPD Act, 2015)

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 NAME **TENDER DOCUMENT FOR THE DISPOSAL OF TELPOSTA PENSION SCHEME PROPERTIES**

TENDER REFERENCE **TPS/DISP/002/2025-2026**

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

- 2. THAT what is deponed to herein above is true to the best of my knowledge, information and belief save wherein otherwise stated and sources disclosed.

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

Bidder Official Stamp

7.4 DECLARATION FORM (Mandatory)

Date _____

To _____

The tenderer i.e. (name and address) _____

_____ Declare the following:

- a) Has not been debarred from participating in public procurement.

- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title

Signature

Date

(To be signed by authorized representative and officially stamped)

7.5 DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date..... (Company

Seal/ Rubber Stamp where applicable)

Witness

Name Sign.....

Date.....

**7.6 FORM OF TENDER AND TENDER DEPOSIT COMMITMENT
DECLARATION FORM (Mandatory)**

Gentlemen and/or Ladies:

Date:

Tender No.....

1. Having examined the tender documents including addenda and having examined the properties on sale, we the undersigned, offer to purchase and collect all the Properties offered to us in conformity with the said tender documents for the sum of.....
..... **(Fill the amount you are quoting for the property for each property selected separately)** [total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Properties and Prices attached here with and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the Properties in accordance with the requirements of the tender.
3. We agree to adhere by the tender price for a period of 180 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.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

As indicated in the schedule of properties and prices, I/we do confirm that I/we have **put deposits for the properties selected below** and: **(Tick and Highlight the selected property/ Properties of your choice and clearly indicate the amount you are quoting for; Note the amount should be higher than the reserve price.**

SCHEDULE OF PROPERTIES FOR DISPOSAL

[CLEARLY TICK OR HIGHLIGHT THE PROPERTY YOU WANT TO BID FOR, CONFIRM YOU HAVE DEPOSITED THE CORRECT 10% DEPOSIT AND CLEARLY INDICATE THE AMOUNT YOU ARE BIDDING FOR THE PROPERTY]

	L.R Number	Town	Location	Description	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)	Tick the Selected Property	The Bid Amount Quoted in Kshs
1	209/4844/33	Nairobi	off jogoo road	Vacant Plot	49,200,000.00	4,920,000.00		
2	1/1255	Nairobi	Argwings Kodhek Rd	Vacant Plot	26,400,000.00	2,640,000.00		
3	1/1262	Nairobi	Argwings Kodhek Rd	Vacant Plot	26,400,000.00	2,640,000.00		
4	Nairobi/Block 17/415/25	Nairobi	Elgeyo Marakwet Rd	3 BR Flat	16,200,000.00	1,620,000.00		
5	Nairobi/Block 17/415/33	Nairobi	Elgeyo Marakwet Rd	3 BR Flat	16,200,000.00	1,620,000.00		
6	Nairobi/Block 17/415/35	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		
7	Nairobi/Block 17/415/39	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		

SCHEDULE OF PROPERTIES FOR DISPOSAL

[CLEARLY TICK OR HIGHLIGHT THE PROPERTY YOU WANT TO BID FOR, CONFIRM YOU HAVE DEPOSITED THE CORRECT 10% DEPOSIT AND CLEARLY INDICATE THE AMOUNT YOU ARE BIDDING FOR THE PROPERTY]

	L.R Number	Town	Location	Description	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)	Tick the Selected Property	The Bid Amount Quoted in Kshs
8	Nairobi/Block 17/415/1	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		
9	Nairobi/Block 17/415/27	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		
10	Nairobi/Block 17/415/17	Nairobi	Elgeyo Marakwet Rd	3 BR Flat	16,200,000.00	1,620,000.00		
11	Nairobi/Block 17/415/20	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		
12	Nairobi/Block 17/415/28	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		
13	Nairobi/Block 17/415/45	Nairobi	Elgeyo Marakwet Rd	3 BR Flat	16,200,000.00	1,620,000.00		
14	Nairobi/Block 17/415/47	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		
15	Nairobi/Block 17/415/8	Nairobi	Elgeyo Marakwet Rd	2 BR Flat	14,400,000.00	1,440,000.00		

SCHEDULE OF PROPERTIES FOR DISPOSAL

[CLEARLY TICK OR HIGHLIGHT THE PROPERTY YOU WANT TO BID FOR, CONFIRM YOU HAVE DEPOSITED THE CORRECT 10% DEPOSIT AND CLEARLY INDICATE THE AMOUNT YOU ARE BIDDING FOR THE PROPERTY]

	L.R Number	Town	Location	Description	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)	Tick the Selected Property	The Bid Amount Quoted in Kshs
16	Naivasha/Municipality Block 2/I262 - Naivasha Staff House	Naivasha	Naivasha Town	Bungalow	19,800,000.00	1,980,000.00		
17	Nyandarua/Njabini Township/75	Nyandarua	Nyandarua	Vacant Plot	720,000.00	72,000.00		
18	Nyandarua/Njabini Township/76	Nyandarua	Nyandarua	Vacant Plot	840,000.00	84,000.00		
19	Nyandarua/Njabini Township/77	Nyandarua	Nyandarua	Vacant Plot	840,000.00	84,000.00		
20	Nyandarua/Njabini Township/78	Nyandarua	Nyandarua	Vacant Plot	720,000.00	72,000.00		
21	Nyandarua/Njabini Township/79	Nyandarua	Nyandarua	Vacant Plot	840,000.00	84,000.00		
22	Nyandarua/Njabini Township/80	Nyandarua	Nyandarua	Vacant Plot	840,000.00	84,000.00		
23	Nyandarua/Njabini Township/99	Nyandarua	Nyandarua	Vacant Plot	960,000.00	96,000.00		

SCHEDULE OF PROPERTIES FOR DISPOSAL

[CLEARLY TICK OR HIGHLIGHT THE PROPERTY YOU WANT TO BID FOR, CONFIRM YOU HAVE DEPOSITED THE CORRECT 10% DEPOSIT AND CLEARLY INDICATE THE AMOUNT YOU ARE BIDDING FOR THE PROPERTY]

	L.R Number	Town	Location	Description	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)	Tick the Selected Property	The Bid Amount Quoted in Kshs
24	Karatina Township Block 2/424	Karatina	Karatina, next to exchange	Bungalow	5,400,000.00	540,000.00		
25	Karatina Township Block 2/425	Karatina	Karatina, next to exchange	Bungalow	5,400,000.00	540,000.00		
26	Karatina Township Block 2/426	Karatina	Karatina, next to exchange	Bungalow	5,400,000.00	540,000.00		
27	Karatina Township Block 2/427	Karatina	Karatina, next to exchange	Bungalow	6,000,000.00	600,000.00		
28	Nyeri Municipality Block 1/1492	Nyeri	Nyeri Town	Bungalow	15,600,000.00	1,560,000.00		
29	Nanyuki Municipality Block 9/191	Nanyuki	Laikipia, Nanyuki	Bungalow	11,400,000.00	1,140,000.00		
30	Isiolo Township/Block 1/891	Isiolo	Isiolo Town	Bungalow	7,800,000.00	780,000.00		
31	584/845	Kericho	Londiani	Vacant Plot	600,000.00	60,000.00		

SCHEDULE OF PROPERTIES FOR DISPOSAL

[CLEARLY TICK OR HIGHLIGHT THE PROPERTY YOU WANT TO BID FOR, CONFIRM YOU HAVE DEPOSITED THE CORRECT 10% DEPOSIT AND CLEARLY INDICATE THE AMOUNT YOU ARE BIDDING FOR THE PROPERTY]

	L.R Number	Town	Location	Description	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)	Tick the Selected Property	The Bid Amount Quoted in Kshs
32	584/847	Kericho	Londiani	Bungalow	960,000.00	96,000.00		
33	584/849	Kericho	Londiani	Vacant Plot	600,000.00	60,000.00		
34	Kericho/Block 5/696 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	1,680,000.00	168,000.00		
35	Kericho/Block 5/697 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	1,680,000.00	168,000.00		
36	Kericho/Block 5/698 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	1,440,000.00	144,000.00		
37	Kericho/Block 5/699 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	1,440,000.00	144,000.00		
38	Kericho/Block 5/700 (Old 631/R/30)	Kericho	Mjengo Staff Houses	Bungalow	1,440,000.00	144,000.00		
39	Kericho/Sotik T 661	Sotik	Sotik Town	Bungalow	2,280,000.00	228,000.00		

SCHEDULE OF PROPERTIES FOR DISPOSAL

[CLEARLY TICK OR HIGHLIGHT THE PROPERTY YOU WANT TO BID FOR, CONFIRM YOU HAVE DEPOSITED THE CORRECT 10% DEPOSIT AND CLEARLY INDICATE THE AMOUNT YOU ARE BIDDING FOR THE PROPERTY]

	L.R Number	Town	Location	Description	Reserve Price Kshs	Mandatory 10% Deposit (Kshs)	Tick the Selected Property	The Bid Amount Quoted in Kshs
40	Kericho/Sotik T 662	Sotik	Sotik Town	Bungalow	1,560,000.00	156,000.00		
41	Kericho/Sotik T 663	Sotik	Sotik Town	Bungalow	1,560,000.00	156,000.00		
42	Kericho/Sotik T 664	Sotik	Sotik Town	Bungalow	2,160,000.00	216,000.00		
43	Eldoret Mun Block 14/175	Eldoret	Eldoret Mun	Vacant Plot	30,000,000.00	3,000,000.00		

Dated _____

Duly Authorized to sign for and on Behalf of _____

Name: _____

Signature and Stamp: _____

7.7 OFFER FOR SALE AND PURCHASE OF PROPERTY – To be Completed Upon Award

Mr./Mrs./Miss/M/S.....(individual)
Messrs.....Limited (company)
Physical location.....
P.O Box
Telephone Number.....
Email

Dear Sir/Madam,

RE : OFFER FOR SALE & PURCHASE OF PROPERTY
TITLE NO/L.R NO.....

TelPosta Pension Scheme is pleased to make an offer to you for sale of Title No.....subject to the following terms and conditions: -

I. PURCHASER’S DETAILS

(individual)

Name.....
Physical address.....
P.O Box.....
Occupation.....
ID.
Number.....
KRA PIN Number.....
Telephone Number.....
Email

Next of Kin.....

Name
Relationship.....
Physical address.....
P.O Box.....
Occupation.....
ID. Number.....
KRA PIN Number.....
Telephone
Number.....
Email

(Company/partnership)

Name
Physical address.....
P.O Box.....
Certificate of Incorporation/registration Number.....

KRA PIN Number.....
 Telephone Number
 Email.....
 Name of Contact person (Must be a Director/partner).....
 ID Number.....
 KRA PIN.....
 Telephone Number.....
 Email

Other Directors (Attach current CR12/record)
 Name
 ID Number.....
 KRA PIN.....
 Telephone Number.....
 Email

2. PURCHASER’S ADVOCATE

Name
 Physical address.....
 P.O. Box
 Telephone Number.....
 Email.....

3. SELLER’S/VENDOR’S DETAILS

TELPOSTA PENSION SCHEME TRUSTEES REGISTERED
 TELPOSTA TOWERS, WING C, 13TH FLOOR
 P.O BOX 45610-00100
NAIROBI
 EMAIL: info@telpostapensionscheme.org.

4. SELLING AGENT IF APPLICABLE

Name
 Physical address.....
 P.O. Box
 Telephone Number.....
 Email.....

5. PROPERTY AND INTEREST SOLD

(Description of the property eg)

Leasehold term for a period of with developments or undeveloped etc

6. STANDARD AGREEMENT FOR SALE.

The offer to the Purchaser herein is subject to execution of a standard agreement for sale.

7. PURCHASE PRICE AND PAYMENT

The purchase price for the Property shall be Kenya Shillings(Kshs.....) exclusive of Government Taxes (where applicable). The purchase price shall be paid to the Vendor by direct bank Transfer and/or RTGS and the bank payment confirmation advice for the deposit forwarded to the selling agent and for the balance of the purchase price to the Vendor’s Advocates;

Vendor’s Bank Account Details

Account Name.....
Bank.....
Account Number.....
Account Name
Branch
Paybill.....

8. MODE OF PAYMENT

- 8.1. Upon execution and acceptance of this offer for sale, a commitment fee equivalent to **Ten percent (10%)** of the purchase price amounting to Kenya Shillings(Kshs.....) shall be paid to Vendor’s bank account details indicated above. The commitment fee shall become the initial deposit under the agreement for sale.
- 8.2. A further deposit **Twenty percent (20%)** of the purchase price amounting to Kenya Shillings (Kshs.....) shall be payable within 30 days of execution of the agreement for sale.
- 8.3. The balance of **Seventy percent (70%)** of the Purchase Price amounting to Kenya Shillings(Kshs.....) shall be paid on or before the Completion Date. Any amount not paid on the agreed date shall attract interest at the rate of..... per annum.

This offer for sale is not subject to the Purchaser obtaining financing, however, if any part of the balance of the purchase price is to be financed, then the Purchaser shall on or before execution of this offer for sale declare to the Vendor in writing that the balance of the Purchase Price or any part thereof is to be financed, disclose the financier within thirty (30) days of the date of execution of this offer for sale and avail to the Vendor written offer by the financier failing which the offer will automatically lapse. The Vendor will then be at liberty to offer the property for sale to another Purchaser

7.8 KYC DOCUMENT – Shall Be Filled Upon Successful Award to the Highest Bidder

<u>PROSPECTIVE PURCHASER'S PARTICULARS FORM - FOR INDIVIDUALS</u>	
A	<u>PROPERTY DETAILS</u>
DETAILS TO BE FILLED BY BIDDER	
i	Title/L.R No
ii	Unit No.
iii	Town
iv	County
B	
<u>INDIVIDUALS DETAILS</u>	
i	Applicant's name
ii	Physical Address (Home)
iii	Physical Address (Office)
iv	Postal Address
v	Telephone number
vi	E-mail Address
vii	Nationality
viii	Occupation
ix	Whatz up No.
C	
<u>NEXT OF KIN</u>	
i	Name
ii	Relationship
iii	Physical address
iv	P.O Box
v	Occupation
vi	Identity Card
vii	KRA PIN
viii	Telephone number
ix	E-mail Address
x	Whatz up No.
<i>(Attach a copy of the following documents for b&c above)</i>	
i	Identity Card (ID)

PROSPECTIVE PURCHASER'S PARTICULARS FORM - FOR INDIVIDUALS	
ii	KRA PIN
iii	Tax Compliance Certificate
iv	Certified Bank Statement (for the Last Twelve (12) Months)
v	Passport-Sized Photograph
D	<u>DATA PROTECTION</u>
i	Data provided will only be used only for the purpose of purchase of the subject property on sale.
E	<u>PURCHASER'S ADVOCATES</u>
i	Name of law firm
ii	Physical address
iii	Postal Address:-
iv	Contact person
v	Office Telephone number: -
vi	Mobile Number
vii	E-mail Address:-
viii	Whatsapp up No.
E	<u>KYC DECLARATION FORM FOR INDIVIDUAL BUYERS SOURCE OF FUNDS.</u>
i	Indicate Source of Funds for the Property Purchase: -
ii	Indicate Supporting Documents: -
F	<u>DECLARATION</u>
li	We confirm that the funds for the property purchase originate from legitimate sources
ii	We declare that all the provided information is true and accurate and false information will lead to automatic disqualification
iii	We agree to provide additional documentation as may be required for further diligence.
v	Declaration of conflict of interest
	Signature: -
	Date: -

7.9 KYC DOCUMENT – Shall Be Filled Upon Successful Award to the Highest Bidder

PROSPECTIVE PURCHASERS/BIDDERS PARTICULARS FORM- COMPANY/PARTNERSHIPS		
A	PROPERTY DETAILS	DETAILS TO BE FILLED BY BIDDER
i	Title/LR No.	
ii	Unit No.	
iii	Town	
iv	County	
B	COMPANY/PARTNERSHIP DETAILS	
i	Company Name	
ii	Physical Address (Office)	
iii	Telephone Number	
iv	Postal Address	
v	E-mail Address	
vi	Whatz up No.	
	(Attach the following documents)	
i	CR12 (Not more than one month old)	
ii	Certificate of Incorporation	
iii	Tax Compliance Certificate	
iv	Pin Certificate	
v	Memorandum and Article of Association	
vi	Company Resolution to Purchase the Subject Property	
vii	Audited Financial Statements for the last two years	(procurement)
viii	Certified Bank Statement for the Last Twelve (12) Months.	
ix	Proof of physical office	
C	COMPANY BENEFICIAL OWNERSHIP DETAILS	
	<u>ALL DIRECTORS/INDIVIDUAL SHAREHOLDERS DOCUMENTS REQUIRED-- all</u>	
D		
i	Full name	
ii	ID/ Passport Number	
iii	Nationality	
iv	KRA PIN	
v	Email	
vi	Postal address	
vii	Phone number	

PROSPECTIVE PURCHASERS/BIDDERS PARTICULARS FORM- COMPANY/PARTNERSHIPS

viii	Whatsapp up No <i>(Attach copies of the below documents for each director/partner)</i>	
i	Identity Card (ID)	
ii	KRA PIN	
iii	Tax Compliance Certificate	
v	Passport-Sized Photograph	
E	DATA PROTECTION	
i	Data provided will be used only for the purpose of purchase of the properties on sale.	
F	PURCHASER'S ADVOCATES	
i	Name of law firm	
ii	Physical address	
iii	Postal Address:-	
iv	Contact person	
v	Office Telephone number:-	
vi	Mobile Number	
vii	E-mail Address:-	
G	KYC DECLARATION FORM FOR SOURCE OF FUNDS	
i	Source of Funds for the Purchase.	
ii	Supporting Documents.	
H	DECLARATION	
i	We confirm that the funds for the property purchase originate from legitimate sources	
ii	We declare that all the provided information is true and accurate and false information will lead to automatic disqualification	
iii	We agree to provide additional documentation as may be required for further diligence.	
v	Declaration of conflict of interest	
	Director 1	Director 2
	Name:-	Name:-
	Designation:-	Designation:-
	ID NO:-	ID NO:-
	Signature:-	Signature:-
	Date:-	Date:-
	Company Stamp	

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN.....APPLICANT

ANDRESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
of.....dated the...day of20.....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: -

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary

7.11 CONTRACT AGREEMENT FORM – Do not Fill

THIS AGREEMENT IS MADE THIS.....day of Two Thousand and

BETWEEN:

1. TELPOSTA PENSION SCHEME (TRUSTEES REGISTERED) a corporate body duly registered under the Trustees (Perpetual Succession) Act Cap. 164 of the Laws of Kenya of Post Office Box Number 45610-00100, Nairobi in the Republic of Kenya (hereinafter referred to as the **“Vendor”** which expression shall where the context so admits include the Vendor’s successors in title and permitted assigns) of the first part;

AND

2. (Kenyan National identity Card Number / Company Registration Number.....) of Post Office Box Number.....in the Republic of Kenya (hereinafter referred to as the **“Purchaser”** which expression shall where the context so admits include the Purchaser’s personal representatives and heirs) of the second part OR

3. a limited liability company incorporated in the said Republic (under registration number) and of Post Office Box Number (hereinafter referred to as the **“Purchaser”** which expression shall where the context so admits include the Purchaser’s successor in title).

WHEREAS: -

- A.** The Vendor is the registered proprietor and the legal and beneficial owner of Land Reference Number/ Title Number:..... (hereinafter described as **“the Property”**).
- B.** The interest in the property sold is.....
- C.** The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property for the Purchase Price (as hereinafter defined) on terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows: -

I. DEFINITIONS AND INTERPRETATION

I.1. Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

- (a) ‘Agreement’ means this document as may be varied by any subsequent documentation.
- (b) ‘Ardhisasa’ means the National Land Information Management System.

- (c) **“Balance”** means Kenya Shillings
(Kshs.....);
- (d) **“Business Day”** means a day (other than a Sunday or gazetted public holiday in Kenya) on which banks and financial institutions are normally open for the conduct of banking business in Kenya and **“Business Days”** shall be construed accordingly;
- (e) **“Completion”** means the steps and matters to be undertaken by the parties relating to the sale and purchase of the Property as provided for in Clause 10 and **“Complete”** shall be construed accordingly;
- (f) **“Competent Authority”** means the Government of the Republic of Kenya, any relevant county government and state corporations and other bodies having statutory or regulatory competence to promulgate rules and regulations and having the force of law that may affect the Property and the transactions and matters contemplated and referred to in this Agreement;
- (g) **“Completion Date”** means *Ninety (90)* calendar days after execution of this Agreement and if such day is not a Business Day, then on the immediately succeeding Business Day;
- (h) **“Completion Documents”** means documents set out on Clause 8.2;
- (i) **“Encumbrance”** includes any mortgage or charge (whether legal or equitable), lien, option, security interest, restrictive covenant, pledge, hypothecation, assignment, title retention, trust arrangement or any other form of security, right of way, easement, wayleave, lease, caveat, caution, court orders or order by a Competent Authority other restriction of any kind or other encumbrance securing or any right conferring a priority of rights or payment in respect of any obligation of any person or restricting any dealings in relation to this Property;
- (j) **“Financier”** (if applicable) means such Bank, mortgage finance company or other financial institution contracted by the Purchaser to finance the payment of the Balance of the against the security of a legal charge over the property;
- (k) **“Initial Deposit”** means Ten Percent (10%) of the Purchase price paid upon the execution and acceptance of the Offer for Sale;
- (l) **“Interest Rate”** means 14% per month of any outstanding amount from the expected date of payment until full payment;
- (m) **“Land Laws”** means together the Land Act (Cap. 280 of the Laws of Kenya) (as amended from time to time) and the Land Registration Act (Cap. 300 of the Laws of Kenya) (as amended from time to time) and shall include any subsidiary legislation, guidelines, rules and regulations issued thereunder;
- (n) **“Offer for Sale”** means the form executed by the Purchaser in acceptance of the offer to purchase the property;
- (o) **“LSK Conditions”** means the Law Society Conditions of Sale and Agreement for Sale Layout (2015 Edition) (2015 Edition);
- (p) **“Outgoings”** means county government rates, land rent, electricity, water, conservancy and any other charges insofar as any of these are applicable in relation to the Property;

- (q) **Purchaser' Advocates"** means the advocates appointed by the Purchaser, that is (Inset name, physical & postal addresses, telephone number and email of the Advocates firm)
- (r) **"Purchase price"** means the sum of Kenya Shillings(Kshs.....)
- (s) **"Title"** means the title document in relation to the Property issued in favor of the Vendor;
- (t) **"Transfer"** means the instrument of transfer vesting the rights, title and interest in the Property to the Purchaser, in a form and substance that is in compliance with the Land Laws;
- (u) **"Second Deposit"** means Twenty (20) percent of the Purchase price to be paid within thirty (30) days of execution of this Agreement.
- (v) **"Vendor's Advocates"** the advocates appointed by the Vendor, that is (Inset name, physical & postal addresses, telephone number and email of the Advocates firm)
- (w) **"Vendor's Account"** means the bank account which the Purchase Price is to be paid into;
- (x) **"Warranties"** means the representations and warranties set out in Clause 9 and any other representations or warranties made by the Vendor or the Purchaser in this Agreement or which have become a term of this Agreement and the term **"Warranty"** shall be construed accordingly.

1.2. Interpretation

In this Agreement, unless the context otherwise requires, reference to:

- (a) words importing the singular number also include the plural number and vice-versa and words importing the masculine gender include the feminine gender and the neuter gender;
- (b) Where there are two or more persons included in the expression "the Purchaser", covenants and agreements expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and any act default or omission by the Purchaser shall be deemed to mean any act default or omission by anyone or more of such persons.
- (c) The expression **"the Vendor"** includes its successors in title and assigns.
- (d) The expression **"the Purchaser"** where the Purchaser is a natural person includes his/her personal representatives and permitted assigns and where the Purchaser is a limited liability company or other corporate entity includes its successors in title and assigns.

1.3. In this Agreement, any reference to any document means that document as is supplemented, amended or varied from time to time between the parties thereto in accordance with the terms (if applicable) hereof and thereof.

1.4. All references in this Agreement to a statutory provision shall be construed as including references to:

- (a) All statutory instruments or orders made pursuant to a statutory provision; and

(b) Any statutory provisions of which a statutory provision is a consolidation, re-enactment or modification.

1.5. The headings and clauses and sub clauses are for convenience only and shall not affect its construction and unless otherwise stated the references to clauses and sub clauses are to clauses and sub clauses of this Agreement.

2. AGREEMENT FOR SALE

2.1. In consideration for the Purchase Price, the Vendor shall sell, and the Purchaser shall purchase the Property for the Purchase Price on an as is where is basis.

2.2. The interest sold is the Vendor's current interest in the Property.

3. PAYMENT OF PURCHASE PRICE

3.1. The Purchaser shall pay the Purchase Price in cleared funds as follows;

3.1.1. The Parties acknowledge that the Purchaser has paid the Commitment fee of ten percent (10%) of the purchase price, amounting to Kshs _____, into the Vendor's designated bank account. Such payment was made upon execution and acceptance of the Offer for Sale and shall be deemed the initial deposit for the purposes of this Agreement.

3.1.2. Within *thirty (30)* days from the date of execution of this Agreement, the Purchaser shall pay a further sum equivalent to twenty percent (20%) of the purchase price, amounting to Kenya Shillings _____ (Kshs. _____), into the Vendor's designated bank account.

3.1.3. The balance of the purchase price, being seventy percent (70%) thereof and amounting to Kenya Shillings _____ (Kshs. _____), shall be paid by the Purchaser on or before the Completion Date.

3.2. Any amounts not paid on the agreed date shall attract interest at the Interest Rate. Interest shall begin to automatically accrue on such outstanding amount whether demanded or not at the Interest Rate from the date on which the payment is due to the date of payment, both days inclusive.

3.3. This Agreement is not subject to the Purchaser obtaining financing. However, if any part of the Balance is to be financed, then: -

3.3.1. The Purchaser shall on or before execution of the offer letter declare to the Vendor in writing that the entire Balance of the Purchase Price is being financed or any portion thereof and supply the Vendor's Advocates within *thirty (30)* days of this Agreement with documentary evidence of approved financing from the Financier, failing which the Purchaser shall be deemed to be a cash/non-financed buyer and the Balance shall strictly be due and payable on the due date and any delay shall constitute default under the terms herein;

3.3.2. At least *thirty (30)* days before the Completion Date, the Purchaser or the Purchaser's Financier's Advocates shall cause to be delivered to the Vendor's Advocates the following:

- (a) Irrevocable Professional undertaking as to handling of documents.
- (b) Irrevocable Financiers Guarantee in the terms approved by the Vendor's Advocates to pay the financed balance of purchase price within fourteen (14) days of successful registration of the Transfer in favour of the Purchaser and Charge in favour of the Financier but in any event not later than Ninety (90) days from the date of execution of this Agreement for Sale whichever is earlier. In the event that any part of the financed balance is not received by the Vendor within the timelines above, the same shall attract interest with effect from the Completion Date until the date of payment (both days inclusive)

3.4. The Purchase Price shall be paid to the Vendor's Account as provided below:

Account Name:	TELPOSTA PENSION SCHEME TRUSTEES REGISTERED
Account Number:	
Bank	
Branch	
Swift Code	
Branch Code	
Bank Code	

4. INCORPORATION OF LAW SOCIETY CONDITIONS OF SALE

- 4.1. The LSK Conditions shall apply to this Agreement in so far as they are not expressly or impliedly inconsistent with the terms of this Agreement.
- 4.2. If there is any conflict between the LSK Conditions and the terms of this Agreement, the terms of this Agreement shall prevail.

5. PROPERTY CONDITION

- 5.1. The Purchaser having viewed and inspected the Property, purchases the Property with full knowledge of its actual state and condition and shall take the Property as is and will not call upon the Vendor to improve or make good the Property in any way whatsoever.
- 5.2. The Property is sold subject to:
 - 5.2.1. The covenants, terms, conditions, stipulations, restrictions and rights as shall be provided and reserved in the Title;

- 5.2.2. The special conditions and other matters (if any) contained in the Title;
- 5.2.3. All subsisting easements, quasi-easements and rights of way (if any);
- 5.2.4. Any provisional liability or assessment for road or sewerage charges; and

BUT otherwise free from Encumbrances.

6. VACANT POSSESSION

The Property is sold with vacant possession to be granted upon payment of the full Purchase Price and interest if any (in cleared funds)

7. WARRANTIES

- 7.1. The Vendor represents and warrants to the Purchaser that: -
 - 7.1.1. it has not received a notice of compulsory acquisition of or repossession and does not know of any intention to compulsorily acquire or repossess the Property by any Competent Authority;
 - 7.1.2. the use of the Property is lawful;
 - 7.1.3. it has a good and proper title to the Property, being the registered Proprietor and as at the date hereof it has not entered into any Agreement for sale with a third party in relation to the property;
 - 7.1.4. there is no law or decree or similar enactment binding on it in so far as it is aware which would conflict with or prevent it from entering into or performing and observing the terms of this Agreement;
 - 7.1.5. no building or structure on the property encroaches on the adjoining property;
 - 7.1.6. as far as the Vendor is aware, each dividing fence and wall is on the boundary of the property;
 - 7.1.7. the Vendor is not engaged in nor threatened by any litigation, arbitration or administrative proceedings relating to this Property;
 - 7.1.8. there is no adverse claim on the Property, dispute regarding ownership, boundary, easement, rights of way or any other such matters;
 - 7.1.9. the Property is not subject to any overriding interest or equities in favor of a third party which grants that the third party any non-registrable interest or right in the Property (or any part thereof) and there is no mortgage, charge, pledge, lien or any other form of security or Encumbrance on, over or affecting the Property;
 - 7.1.10. the Vendor has not given any rights of way, easement or any overriding interest and has no intention of so doing;
 - 7.1.11. the Property is not a buffer zone, road reserve or public land and its ownership thereof is not subject to any challenge whatsoever from any Competent Authority or any third party whatsoever;

- 7.1.12. all the requisite approvals, consents and authorizations in respect of the ownership, use, purposes and development of the Property have been obtained from the Competent Authority and all requisite payments to procure the consents, approvals and authorizations have been paid;
 - 7.1.13. the Vendor has not received any notice from any Competent Authority or from owners of adjoining properties which remain to be complied with;
 - 7.1.14. the Property has not been set aside for any public purpose and the Vendor has not received any notice from any Competent Authority informing them that the Property has been set aside for any public purpose or that the Commission intends to compulsorily acquire the Property;
 - 7.1.15. no mining lease or licence has been issued under any Act, in respect to the Property; and
 - 7.1.16. the Vendor is not entering into this Agreement with the intention of delaying or defeating or hindering the exercise by a creditor of any right of recourse to the Property.
- 7.2. The Purchaser warrants to the Vendor as follows:
- 7.2.1. The Purchaser has capacity to enter and perform or procure the performance of the Purchaser's obligations under this Agreement; and
 - 7.2.2. That the Purchaser has sufficient financial resources to perform the Purchaser's obligations under this Agreement.

8. COMPLETION

- 8.1. Completion shall take place at the offices of the Vendor's Advocate.
- 8.2. Subject to clause 3.1 and 3.3 above the Vendor's Advocates shall on the completion date release the following Completion Documents to the Purchaser, Purchaser's Advocates or the Purchaser's Financier's Advocates (as the case may be the following documents):
 - 8.2.1. Original Title for the Property;
 - 8.2.2. Transfer in favour of the Purchaser (in triplicate³), duly executed, authenticated, and the coloured passport photos affixed (to be prepared by the purchaser's advocates or the purchaser);
 - 8.2.3. Certified copies of the Certificate of Registration and KRA PIN Certificate of the Vendor;
 - 8.2.4. Duly signed resolution or such extract of a resolution by the Vendor authorizing the sale and transfer of the Property;
 - 8.2.5. Certified copies of the IDs/Passports and PIN Certificates of the authorized signatories of the Vendor's who have executed the Transfer;
 - 8.2.6. Land Rates and Land Rent payment receipts for the year of completion, Clearance Certificates(where applicable);
 - 8.2.7. Ardhisasa ID of the Vendor; and
 - 8.2.8. Relevant Consents (where applicable)

- 8.3. The Purchaser hereby indemnifies the Vendor from all claims and liability arising from failure to effect transfer.

9. INDEMNITY

The Purchaser fully indemnifies and holds harmless the Vendor from and against any loss, cost, claim, demand, expense, proceeding and/or damage suffered or incurred by the Vendor arising in any way out of or in connection with any breach of or failure by the Purchaser to observe and perform the Purchaser's duties and obligations under or pursuant to this Agreement.

10. BREACH BY EITHER PARTY

- 10.1. If the Purchaser is for any reason unable to complete the sale transaction, and the Vendor is ready, able and willing to Complete, the Vendor's Advocate shall issue *twenty-one (21) days'* notice to complete to the Purchaser with a copy to the Purchaser's Advocate and if at the expiry of the Notice the Purchaser shall still be unable to Complete, the Vendor shall be at liberty at their discretion to:

10.1.1. rescind the Agreement. If the Vendor rescinds this Agreement, the Purchaser shall forfeit the initial and the further Deposit to the Vendor as liquidated damages; or

10.1.2. Extend the Completion Date for such further period as the Vendor may, in its sole discretion, determine (the "Vendor Extended Completion Date"), provided always that:

- (a) if, at the expiry of the Vendor Extended Completion Date, the Purchaser is unable to complete, this Agreement shall stand rescinded; and
- (b) upon such rescission, the Purchaser shall forfeit to the Vendor the Initial and Further Deposits as agreed liquidated damages;

- 10.2. Upon termination of this Agreement by the Vendor, the Vendor shall be at liberty to proceed to negotiate with any other person to require such other person to purchase the Property on such terms and conditions as may be agreed between the Vendor and such new purchaser.

- 10.3. In the event that the Vendor fails to fulfill any of its obligations under this Agreement, the Purchaser shall issue a written notice of default, allowing the Vendor a period of *twenty-one (21) days* to remedy the breach. The notice shall clearly specify the nature of the default and require the Vendor to rectify the same within the stipulated period. If the Vendor then fails to comply with the notice, the Purchaser may at its discretion and without prejudice to any other rights and remedies have the right to:

10.3.1. Rescind the Agreement; or

10.3.2. Extend the Completion Date for such further period as the Purchaser may, in its sole discretion, determine (the "Purchaser's Extended Completion Date"),

provided always that if, at the expiry of the Purchaser's Extended Completion Date, the Vendor is unable to complete, this Agreement shall stand rescinded.

- 10.4. In the event of rescission by the Vendor, the Vendor shall refund to the Purchaser the money paid towards the Purchase Price (in cleared funds and without any deductions whatsoever).

11. NOTICE

All notices shall be in writing and shall be deemed received by the recipient if hand delivered to the physical address or on expiry of five (5) days of prepaid registered post, sent to the email address, WhatsApp of the receiving party, with a copy to the Advocates.

VENDOR'S ADDRESS: - Physical Address: Email Address: Postal Address: WhatsApp Telephone Number:	PURCHASER'S ADDRESS: - Physical Address: Email Address: Postal Address: WhatsApp Telephone Number:
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12. DISPUTE RESOLUTION

If a dispute arises out of or in connection with this Agreement the parties shall seek to resolve the matter in dispute by negotiations between themselves within fourteen days, failing which the aggrieved party shall seek remedy in a court of competent jurisdiction.

13. SURVIVAL

Notwithstanding the sale of the Sale Property and the registration of the Transfer in favour of the Purchaser this Agreement shall continue to remain in force until all the Parties' obligations have been performed and the transactions envisaged herein are fully completed.

14. REMEDIES CUMULATIVE

Save as expressly provided in this Agreement, any remedy or right conferred upon the Vendor or the Purchaser shall be in addition to and without prejudice to all other rights and remedies available to them.

15. FORCE MAJEURE

- 15.1. No party to this Agreement shall be liable for any failure to fulfil its obligations herein where such failure is caused by circumstances outside the reasonable control of such party including any act of God, insurrection or civil disorder, war, or other military operation, national or local emergency, acts of Government, labour disputes of any kind, fire, lightening, explosion or any other such cause (hereinafter referred to as "Force Majeure Event"). In the event of a Force Majeure Event, the performance of the obligations of this Agreement may be extended by the period of the Force Majeure Event or situation.
- 15.2. In case the Force Majeure Event persists continuously for at least three months, then both parties shall consult and agree within a period of fourteen (14) days from the lapse of the three months period on necessary arrangement for further implementation of this Agreement. In case both parties are unable to agree on such further implementation or such further implementation is unforeseeable and or impossible then this Agreement shall be terminated.

16. RESTRICTION ON ASSIGNMENT AND SUB-SALE

This Agreement is personal to the Purchaser and is not capable of being assigned.

17. COSTS AND TAXES

- 17.1. Each party shall bear its own legal costs in connection with the negotiation, preparation, execution and performance of this Agreement.
- 17.2. The Vendor shall bear the cost of procuring the Completion Documents while the Purchaser shall pay the stamp duty and registration fees on the Transfer.
- 17.3. The Vendor shall bear capital gains tax (if payable).

18. CAPACITY

- 18.1. The Vendor sells the Property as the legal and beneficial owner of the Property and has full and unrestricted power and capacity to sell and transfer the Property to the Purchaser.
- 18.2. Where the Purchaser is a corporate entity, it warrants that it has full power and authority to enter into and perform its obligations under this Agreement and that all necessary corporate resolutions, authorizations, and consents required to purchase the Property have been duly obtained.
- 18.3. Where the Purchaser is an individual (or individuals), the Purchaser warrants that they have full legal capacity to purchase the Property and are not under any legal incapacity or restriction that would affect the enforceability of this Agreement.

19. APPORTIONMENT OF OUTGOINGS

All outgoings payable in respect of the Property including land rates shall be apportioned between the Parties as at the date of this Agreement.

20. ANTI-MONEY LAUNDERING

- 20.1. The Purchaser confirms, represents and warrants to the Vendor that the Purchase Price and all monies paid by the Purchaser pursuant to this Agreement are not proceeds of any crime and the Purchaser is compliant with all applicable laws and statutes relating to anti-bribery, anti-corruption and anti-money laundering in Kenya including but not limited to the Proceeds of Crime and Anti-Money Laundering Act (Cap. 59A) and the Anti-Corruption and Economic Crimes Act (Cap. 65).
- 20.2. The Purchaser hereby indemnifies and shall always keep the Vendor fully indemnified against any actions, proceedings, claims, demands, judgments or any other losses or damage that the Vendor may suffer due to breach or suspected breach of the representations and warranties in clause 20.1 above. If any action or proceedings are brought against the Vendor as a result of breach of clause 20.1, the Vendor shall defend the same at the Purchaser's cost and the Purchaser shall co-operate fully with the Vendor in such defense upon being notified of such action.
- 20.3. Failure by the Purchaser to adhere to the provisions of this clause shall be treated as a material breach of the provisions of this Agreement and shall entitle the Vendor, without prejudice to any other rights or remedies that the Vendor may have, to terminate this Agreement forthwith by issuance of *twenty-one (21) days'* written notice to that effect to the Purchaser and report the Purchaser to the relevant government authorities.

21. DATA PROTECTION

- 21.1. The Parties hereby agree and consent to:
- 21.1.1. The collection, use, processing, transfer or retention of certain personal information about themselves (the "**Data**");
- 21.1.2. Any transfer of Data for the purposes of implementing the Transfer of the Property and/or administering the transfer and/or registration of the title for the Property;
- 21.1.3. The use, processing, transfer and retention of the Data by or to either Parties' advocates, its employees and project team and/or the Registry of Lands, Companies Registry (where applicable), Kenya Revenue Authority or other competent governmental authority for the implementation of the terms of this Offer for Sale and subsequent Agreement for sale (including registration of the Transfer);
- 21.1.4. The use, processing and transfer of the Data in fulfilment of any legal obligations under this Offer for Sale and subsequent Agreement for sale pursuant to and under the laws of the Republic of Kenya or directive of any competent governmental authority, provided that should any Party be required to disclose any of the other Party's Data other than as provided under clause (iii) above, then they shall immediately and in any event within one (1) Business Day of receiving such request for Data disclosure by a Competent Authority notify the other Party; and

- 21.1.5. The transfer and retention of such Data by third parties in connection with the aforesaid purposes.
- 21.2. The Parties agree to adhere to the provisions of the Data Protection Act No.24 of 2019 in the collection, handling, and processing of the Data.
- 21.3. For the purposes of this clause, the term “Data” means certain personal information about the Parties names, date of birth, gender, postal address, physical home address, identification details and documentation, telephone number(s), email address, tax or other identification number, Ardhi Sasa IDs and any other general personal information that may be provided to the Parties’ advocates, the Registry of Lands or a Competent Authority in relation to this Offer for Sale and subsequent Agreement for sale.
- 21.4. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable legislation and regulatory requirements in force from time to time relating to the use of personal data.
- 21.5. Each party shall maintain, and update as needed, technical and organizational confidentiality and security measures designed to protect any Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, access to or use of Data transmitted, stored or otherwise processed.
- 21.6. For the purposes of this clause, the term ‘Data’ means certain personal information about the Parties and their representative’s names, date of birth, gender, postal address, physical home address, identification details and documentation, telephone number(s), email address, tax or other identification number, ArdhiSasa IDs and any other general personal information that may be provided to the Parties’ Advocates, the Registry of Lands or a Competent Authority in relation to this Agreement and registration of Transfer.

22. TIME

Time shall be deemed to be of the essence for all the purposes of this Agreement.

23. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the Laws of Kenya.

24. ENTIRE AGREEMENT

This Agreement constitutes the whole Agreement between the parties hereto and no variations thereof shall be effective unless made in writing and signed by all the parties. This Agreement supersedes and replaces any prior agreement(s) relating to the subject property and the parties herein.

IN WITNESS WHEREOF the Vendor and the Purchaser hereto have executed this Agreement the day and year first hereinbefore written

<p>Sealed with the common seal of the Vendor TELPOSTA PENSION SCHEME TRUSTEES REGISTERED</p> <p>In the presence of:</p> <p><u>TRUSTEE</u></p> <p><u>TRUSTEE</u></p>	
<p>I CERTIFY that and being both trustees of the Vendor appeared before me on the day of 20.....and being known to me/being identified byof..... freely and voluntarily witnessed the affixing of the seal of the Vendor and acknowledged the above signature to be theirs and understood its contents.</p> <p>..... <i>Advocate's Signature and Stamp</i></p>	

<p>Signed by the PURCHASER (Individual)</p> <p>.....</p> <p>IN THE PRESENCE OF: -</p> <p>ADVOCATE</p>	<p>NAME:</p> <p>ID NO.</p> <p>PIN NO.</p> <p>SIGNATURE.....</p>
<p>I CERTIFY that the Purchaser appeared before me on the day of 20.....and being known to me/being identified byof acknowledged the above signature or mark to be his/hers/theirs and that he/she/they had freely and voluntarily executed this instrument and understood its contents.</p> <p>.....</p> <p><i>Advocate's Signature and Stamp</i></p>	

Sealed with the common seal of the Purchaser (if company)

In the presence of:

DIRECTOR

DIRECTOR/SECRETARY

I CERTIFY that and being both directors of the Purchaser appeared before me on the day of 20....and being known to me/being identified byof..... freely and voluntarily witnessed the affixing of the seal of the Purchaser and acknowledged the above signature to be theirs and understood its contents.

.....
Advocate's Signature and Stamp