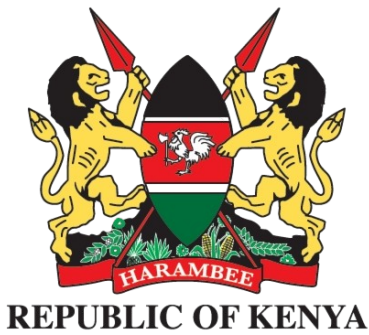




ENERGY & PETROLEUM REGULATORY AUTHORITY

TENDER NAME:

PURCHASE OF OFFICE BUILDING

TENDER NO:

EPRA/890/0001/2026-27

Procurement Method:

Open Tender

PE Complete Address

**EAGLE AFRICA CENTRE LONGONOT RD, UPPERHILL,, KIBRA,
NAIROBI, Kenya, 42681, 00100**

INFO@EPRA.GO.KE

Table of Contents

1. ITT
2. TDS
3. Evaluation and Qualification Criteria
4. Mandatory Evaluation Requirements
5. Bidding Form
6. Schedule of Requirement
7. GCC
8. SCC



SECTION I - INSTRUCTIONS TO TENDERERS



Instruction To Tenderers (ITT)

Detail

SECTION I - INSTRUCTIONS TO TENDERERS

A. GENERAL PROVISIONS

1. SCOPE OF TENDER

1.1 THE PROCURING ENTITY AS DEFINE IN THE TDS INVITES TENDERS FOR OFFER FOR SALE IMMOVABLE PROPERTY (IES) (LAND OR LAND AND BUILDINGS) AS SPECIFIED IN SECTION V, SCHEDULE OF REQUIREMENTS. THE NAME OF THE PROCURING ENTITY (THE PROCURING ENTITY), REFERENCE NUMBER AND DESCRIPTION OF THIS TENDER DOCUMENT ARE SPECIFIED IN THE TDS.

1.2 USE OF ELECTRONIC PROCUREMENT SYSTEM

WHERE APPLICABLE, THE PROCURING ENTITY SHALL USE AN ELECTRONIC-PROCUREMENT SYSTEM TO MANAGE THE TENDERING PROCESS AS SPECIFIED IN THE TDS.

2. DEFINITIONS

2.1 THROUGHOUT THIS TENDERING DOCUMENT: THE TERM "IN WRITING" MEANS COMMUNICATED IN WRITTEN FORM (E.G. BY MAIL, E-MAIL, INCLUDING IF SPECIFIED IN THE TDS, DISTRIBUTED OR RECEIVED THROUGH THE ELECTRONIC-PROCUREMENT SYSTEM USED BY THE PROCURING ENTITY) WITH PROOF OF RECEIPT; IF THE CONTEXT SO REQUIRES, "SINGULAR" MEANS "PLURAL" AND VICE VERSA; "DAY" MEANS CALENDAR DAY, UNLESS OTHERWISE SPECIFIED AS "BUSINESS DAY". A BUSINESS DAY IS ANY DAY THAT IS AN OFFICIAL WORKING DAY OF THE PROCURING ENTITY. IT EXCLUDES OFFICIAL PUBLIC HOLIDAYS.

3. FRAUD AND CORRUPTION

3.1 THE PROCURING ENTITY REQUIRES COMPLIANCE WITH THE PROVISIONS OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT, 2015, SECTION 62 "DECLARATION NOT TO ENGAGE IN CORRUPTION". THE TENDER SUBMITTED BY A PERSON SHALL INCLUDE A DECLARATION THAT THE PERSON SHALL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE AND A DECLARATION THAT THE PERSON OR HIS OR HER SUB-CONTRACTORS ARE NOT DEBARRED FROM PARTICIPATING IN PUBLIC PROCUREMENT PROCEEDINGS.

3.2 THE PROCURING ENTITY REQUIRES COMPLIANCE WITH THE PROVISIONS OF THE COMPETITION ACT 2010, REGARDING COLLUSIVE PRACTICES IN CONTRACTING. ANY TENDERER FOUND TO HAVE ENGAGED IN COLLUSIVE CONDUCT SHALL BE DISQUALIFIED AND CRIMINAL AND/OR CIVIL SANCTIONS MAY BE IMPOSED. TO THIS EFFECT, TENDERS SHALL BE REQUIRED TO COMPLETE AND SIGN THE "CERTIFICATE OF INDEPENDENT TENDER DETERMINATION" ANNEXED TO THE FORM OF TENDER.

3.3 UNFAIR COMPETITIVE ADVANTAGE - FAIRNESS AND TRANSPARENCY IN THE TENDER PROCESS REQUIRE THAT THE FIRMS OR THEIR AFFILIATES COMPETING FOR A SPECIFIC ASSIGNMENT DO NOT DERIVE A COMPETITIVE ADVANTAGE FROM HAVING PROVIDED CONSULTING SERVICES RELATED TO THE ASSIGNMENT TO THIS TENDER. TO THAT END, THE PROCURING ENTITY SHALL INDICATE IN THE TDS AND MAKE AVAILABLE TO ALL THE FIRMS TOGETHER WITH THIS TENDER DOCUMENT ALL INFORMATION THAT WOULD IN THAT RESPECT GIVE SUCH FIRM ANY UN FAIR COMPETITIVE ADVANTAGE OVER COMPETING FIRMS.

3.4 TENDERERS SHALL PERMIT AND SHALL CAUSE THEIR AGENTS (WHETHER DECLARED OR NOT), SUBCONTRACTORS, SUB-CONSULTANTS, SERVICE PROVIDERS, SUPPLIERS, AND THEIR PERSONNEL, TO PERMIT THE PROCURING ENTITY TO INSPECT ALL ACCOUNTS, RECORDS AND OTHER DOCUMENTS RELATING TO ANY INITIAL SELECTION PROCESS, PRE-QUALIFICATION PROCESS, TENDER SUBMISSION, PROPOSAL SUBMISSION, AND CONTRACT PERFORMANCE (IN THE CASE OF AWARD), AND TO HAVE THEM AUDITED BY AUDITORS APPOINTED BY THE PROCURING ENTITY.

4. ELIGIBLE TENDERERS

4.1 A TENDERER MAY BE A FIRM THAT IS A PRIVATE ENTITY, OR A STATE-OWNED ENTERPRISE OR INSTITUTION. TENDERERS SHALL BE THE LEGAL OWNER OF THE PROPERTY BEING OFFERED FOR SALE AND THE PROPERTY OFFERED SHALL BE LEGALLY REGISTERED IN THEIR NAMES. TENDERER SHALL PROVIDE EVIDENCE OF SUCH OWNERSHIP AND REGISTRATION. A FIRM THAT IS A TENDERER CAN PARTICIPATE IN MORE THAN ONE TENDER, DEPENDING ON THE ITEMS BEING OFFERED FOR SALE.

4.2 PUBLIC OFFICERS OF THE PROCURING ENTITY, THEIR SPOUSES, CHILD, PARENT, BROTHERS OR SISTER. CHILD, PARENT, BROTHER OR SISTER OF A SPOUSE, THEIR BUSINESS ASSOCIATES OR AGENTS AND FIRMS/ORGANIZATIONS IN WHICH THEY HAVE A SUBSTANTIAL OR CONTROLLING INTEREST SHALL NOT BE ELIGIBLE TO TENDER OR BE AWARDED A CONTRACT. PUBLIC OFFICERS ARE ALSO NOT ALLOWED TO PARTICIPATE IN ANY PROCUREMENT PROCEEDINGS.

4.3 A TENDERER SHALL NOT HAVE A CONFLICT OF INTEREST. ANY TENDERER FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED. A TENDERER MAY BE CONSIDERED TO HAVE A CONFLICT OF INTEREST FOR THE PURPOSE OF THIS TENDERING PROCESS, IF THE TENDERER:

- I) DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH ANOTHER TENDERER; OR
- II) RECEIVES OR HAS RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FROM ANOTHER TENDERER; OR HAS THE SAME – REPRESENTATIVE OR OWNERSHIP AS ANOTHER TENDERER; OR HAS A RELATIONSHIP WITH ANOTHER TENDERER, DIRECTLY OR THROUGH COMMON THIRD PARTIES, THAT PUTS IT IN A POSITION TO INFLUENCE THE TENDER OF ANOTHER TENDERER, OR INFLUENCE THE DECISIONS OF THE PROCURING ENTITY REGARDING THIS TENDERING PROCESS; OR
- III) ANY OF ITS AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE DESIGN NOR TECHNICAL SPECIFICATIONS OF THE WORKS THAT ARE THE SUBJECT OF THE TENDER; OR
- IV) ANY OF ITS AFFILIATES HAS BEEN HIRED (OR IS PROPOSED TO BE HIRED) BY THE PROCURING ENTITY OR PROCURING ENTITY FOR THE CONTRACT IMPLEMENTATION; OR
- V) WOULD BE PROVIDING GOODS, WORKS, OR NON-CONSULTING SERVICES RESULTING FROM OR DIRECTLY RELATED TO CONSULTING SERVICES FOR THE PREPARATION OR IMPLEMENTATION OF THE PROJECT SPECIFIED IN THE ITT 2.1 THAT IT PROVIDED OR WERE PROVIDED BY ANY AFFILIATE THAT DIRECTLY OR INDIRECTLY CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH THAT FIRM; OR

VI) HAS A CLOSE BUSINESS OR FAMILY RELATIONSHIP WITH A PROFESSIONAL STAFF OF THE PROCURING ENTITY (OR OF THE PROJECT IMPLEMENTING AGENCY, WHO:

A) ARE DIRECTLY OR INDIRECTLY INVOLVED IN THE PREPARATION OF THE TENDERING DOCUMENT OR SPECIFICATIONS OF THE CONTRACT, AND/OR THE TENDER EVALUATION PROCESS OF SUCH CONTRACT; OR

B) WOULD BE INVOLVED IN THE IMPLEMENTATION OR SUPERVISION OF SUCH CONTRACT UNLESS THE CONFLICT STEMMING FROM SUCH RELATIONSHIP HAS BEEN RESOLVED IN A MANNER ACCEPTABLE TO THE PROCURING ENTITY THROUGHOUT THE TENDERING PROCESS AND EXECUTION OF THE CONTRACT.

4.4 A TENDERER SHALL NOT BE INVOLVED IN CORRUPT, COERCIVE, OBSTRUCTIVE OR FRAUDULENT PRACTICE. A TENDERER THAT IS PROVEN TO HAVE BEEN INVOLVED IN ANY OF THESE PRACTICES SHALL BE AUTOMATICALLY DISQUALIFIED AND WOULD NOT BE AWARDED A CONTRACT

4.5 A TENDERER MAY HAVE THE NATIONALITY OF ANY COUNTRY, SUBJECT TO THE RESTRICTIONS PURSUANT TO ITT4.6 A TENDERER SHALL BE DEEMED TO HAVE THE NATIONALITY OF A COUNTRY IF THE TENDERER IS CONSTITUTED, INCORPORATED OR REGISTERED IN AND OPERATES IN CONFORMITY WITH THE PROVISIONS OF THE LAWS OF THAT COUNTRY, AS EVIDENCED BY ITS ARTICLES OF INCORPORATION (OR EQUIVALENT DOCUMENTS OF CONSTITUTION OR ASSOCIATION) AND ITS REGISTRATION DOCUMENTS, AS THE CASE MAYBE.

4.6 FIRMS, INDIVIDUALS AND OFFERED PROPERTIES MAY BE IN ELIGIBLE IF THEIR COUNTRIES OF ORIGIN(A)AS A MATTER OF LAW OR OFFICIAL REGULATIONS, KENYA PROHIBITS COMMERCIAL RELATIONS WITH THAT COUNTRY, OR (B) BY AN ACT OF COMPLIANCE WITH A DECISION OF THE UNITED NATIONS SECURITY COUNCIL TAKEN UNDER CHAPTER VII OF THE CHARTER OF THE UNITED NATIONS, KENYA PROHIBITS ANY IMPORT OF PROPERTY OR CONTRACTING FOR SUPPLY OF PROPERTY OR SERVICES FROM THAT COUNTRY, OR ANY PAYMENTS TO ANY COUNTRY, PERSON, OR ENTITY IN THAT COUNTRY. A TENDERER SHALL PROVIDE SUCH DOCUMENTARY EVIDENCE OF ELIGIBILITY SATISFACTORY TO THE PROCURING ENTITY, AS THE PROCURING ENTITY SHALL REASONABLY REQUEST.

4.7 A TENDERER THAT HAS BEEN DEBARRED BY PPRA FROM PARTICIPATING IN PUBLIC PROCUREMENT SHALL BE INELIGIBLE TO TENDER OR BE AWARDED A CONTRACT. THE LIST OF DEBARRED FIRMS AND INDIVIDUALS IS AVAILABLE FROM THE PPRA'S WEBSITE WWW.PPRA.GO.KE.

4.8 A TENDERER ENSURE THEY HAVE FULFILLED THEIR TAX OBLIGATIONS IN KENYA.

5. ELIGIBLE PROPERTIES

5.1 IN THIS PARTICULAR DOCUMENT, TENDERERS SHALL MEAN AND REFER TO OWNERS OF REAL PROPERTY (LAND AND SEA), MEANING LANDED PROPERTY ON WHICH IMMOVABLE ASSETS MAY BE ATTACHED.

5.2 ALL THE PROPERTIES AND RELATED SERVICES TO BE OFFERED UNDER THE CONTRACT SHALL BE IN ANY COUNTRY THAT IS ELIGIBLE IN ACCORDANCE WITH ITT 4.6

5.3 ANY PROPERTY MAY BE CONSIDERED IN ELIGIBLE IF IT HAS CONSTRUCTION ITEMS, OR WORKS AND PRODUCTION PROCESSES WITH CHARACTERISTICS THAT HAVE BEEN DECLARED BY THE RELEVANT NATIONAL ENVIRONMENTAL PROTECTION AGENCY OR BY OTHER COMPETENT AUTHORITY AS HARMFUL TO HUMAN BEINGS AND TO THE ENVIRONMENT SHALL NOT BE ELIGIBLE FOR PROCUREMENT.

B. CONTENTS OF TENDERING DOCUMENT

6. SECTIONS OF TENDERING DOCUMENT

6.1 THE TENDERING DOCUMENT CONSIST OF PARTS 1, 2, AND 3, WHICH INCLUDE ALL THE SECTIONS INDICATED BELOW, AND SHOULD BE READ IN CONJUNCTION WITH ANY ADDENDA ISSUED IN ACCORDANCE WITH ITT 10.

PART 1 - TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS (ITT)

SECTION II - TENDER DATA SHEET (TDS)

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

SECTION IV - TENDERING FORMS

PART 2 - SUPPLY REQUIREMENTS

SECTION V - SCHEDULE OF REQUIREMENTS

PART 3 - CONTRACT

SECTION VI- GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION VII - SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION VIII - CONTRACT FORMS

6.2 THE INVITATION TO TENDERS NOTICE, ISSUED BY THE PROCURING ENTITY IS NOT PART OF THIS TENDERING DOCUMENT.

6.3 UNLESS OBTAINED DIRECTLY FROM THE PROCURING ENTITY, THE PROCURING ENTITY IS NOT RESPONSIBLE FOR THE COMPLETENESS OF THE DOCUMENT, RESPONSES TO REQUESTS FOR CLARIFICATION, OR ADDENDA TO THE TENDERING DOCUMENT IN ACCORDANCE WITH ITT 10. IN CASE OF ANY CONTRADICTION, DOCUMENTS OBTAINED DIRECTLY FROM THE PROCURING ENTITY SHALL PREVAIL.

6.4 THE TENDERER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS, FORMS, TERMS, AND SPECIFICATIONS IN THE TENDERING DOCUMENT AND TO FURNISH WITH ITS TENDER ALL INFORMATION OR DOCUMENTATION AS IS REQUIRED BY THE TENDERING DOCUMENT.

7. CLARIFICATION OF TENDERING DOCUMENT AND PRE-TENDER CONFERENCE

7.1 A TENDERER REQUIRING ANY CLARIFICATION OF THE TENDERING DOCUMENT SHALL CONTACT THE PROCURING ENTITY IN WRITING AT THE PROCURING ENTITY'S ADDRESS SPECIFIED IN THE **TDS**. THE PROCURING ENTITY WILL RESPOND IN WRITING TO ANY REQUEST FOR CLARIFICATION, PROVIDED THAT SUCH REQUEST IS RECEIVED PRIOR TO THE DEADLINE FOR SUBMISSION OF TENDERS WITHIN A PERIOD SPECIFIED IN THE **TDS**. THE PROCURING ENTITY SHALL FORWARD COPIES OF ITS RESPONSE TO ALL TENDERERS WHO HAVE ACQUIRED THE TENDERING DOCUMENT IN ACCORDANCE WITH ITT 6.3, INCLUDING DESCRIPTION OF THE INQUIRY BUT WITHOUT IDENTIFYING ITS SOURCE. IF SO SPECIFIED IN THE **TDS**, THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH ITS RESPONSE AT THE WEB PAGE IDENTIFIED IN THE **TDS** AND THE STATE PORTAL, SHOULD THE CLARIFICATION RESULT IN CHANGES TO THE ESSENTIAL ELEMENTS OF THE TENDERING DOCUMENT, THE PROCURING ENTITY SHALL AMEND THE TENDERING DOCUMENT FOLLOWING THE PROCEDURE UNDER ITT 7 AND ITT 22.2.

7.2 THE PROCURING ENTITY SHALL SPECIFY IN THE **TDS** IF A PRE-TENDER MEETING WILL BE HELD, WHEN AND WHERE. THE TENDERER'S DESIGNATED REPRESENTATIVE IS INVITED TO ATTEND A PRE-TENDER MEETING. THE PURPOSE OF THE MEETING WILL BE TO CLARIFY ISSUES AND TO ANSWER QUESTIONS ON ANY MATTER THAT MAY BE RAISED AT THAT STAGE.

7.3 THE TENDERER IS REQUESTED TO SUBMIT ANY QUESTIONS IN WRITING, TO REACH THE PROCURING ENTITY NOT LATER THAN THE PERIOD SPECIFIED IN THE **TDS** BEFORE THE PRE-TENDER MEETING.

7.4 MINUTES OF THE PRE-TENDER MEETING. INCLUDING THE TEXT OF THE QUESTIONS ASKED BY TENDERERS AND THE RESPONSES GIVEN, TOGETHER WITH ANY RESPONSES PREPARED AFTER THE MEETING, WILL BE TRANSMITTED PROMPTLY TO ALL TENDERERS WHO HAVE ACQUIRED THE TENDER DOCUMENTS MINUTES SHALL NOT IDENTIFY THE SOURCE OF THE QUESTIONS ASKED

7.5 THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH ANONYMIZED (NO NAMES) MINUTES OF THE PRE-TENDER MEETING ON THE STATE PORTAL AND THE WEB SITE IDENTIFIED IN THE **TDS**. ANY MODIFICATION TO THE TENDER DOCUMENTS THAT MAY BECOME NECESSARY AS A RESULT OF THE PRE-TENDER MEETING SHALL BE MADE BY THE PROCURING ENTITY EXCLUSIVELY THROUGH THE ISSUE OF AN ADDENDUM PURSUANT TO ITT 7 AND NOT THROUGH THE MINUTES OF THE PRE-TENDER CONFERENCE. NON-ATTENDANCE AT THE PRE-TENDER CONFERENCE WILL NOT BE A CAUSE FOR DISQUALIFICATION OF A TENDERER.

8. AMENDMENT OF TENDERING DOCUMENT

8.1 AT ANY TIME PRIOR TO THE DEADLINE FOR SUBMISSION OF TENDERS, THE PROCURING ENTITY MAY AMEND THE TENDERING DOCUMENT BY ISSUING ADDENDA.

8.2 ANY ADDENDUM ISSUED SHALL BE PART OF THE TENDERING DOCUMENT AND SHALL BE COMMUNICATED IN WRITING TO ALL WHO HAVE OBTAINED THE TENDERING DOCUMENT FROM THE PROCURING ENTITY IN ACCORDANCE WITH INVITATION TO TENDER . THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH THE ADDENDUM ON THE PROCURING ENTITY'S WEB PAGE IN ACCORDANCE WITH ITT 7.1.

8.3 TO GIVE PROSPECTIVE TENDERERS REASONABLE TIME IN WHICH TO TAKE AN ADDENDUM INTO ACCOUNT IN PREPARING THEIR TENDERS, THE PROCURING ENTITY MAY, AT ITS DISCRETION, EXTEND THE DEADLINE FOR THE SUBMISSION OF TENDERS, PURSUANT TO ITT 22.2.

C. PREPARATION OF TENDERS

9. COST OF TENDERING

9.1 THE TENDERER SHALL BEAR ALL COSTS ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ITS TENDER, AND THE PROCURING ENTITY SHALL NOT BE RESPONSIBLE OR LIABLE FOR THOSE COSTS, REGARDLESS OF THE CONDUCT OR OUTCOME OF THE TENDERING PROCESS.

10. LANGUAGE OF TENDER

10.1 THE TENDER, AS WELL AS ALL CORRESPONDENCE AND DOCUMENTS RELATING TO THE TENDER EXCHANGED BY THE TENDERER AND THE PROCURING ENTITY, SHALL BE WRITTEN IN ENGLISH LANGUAGE. SUPPORTING DOCUMENTS AND PRINTED LITERATURE THAT ARE PART OF THE TENDER MAY BE IN ANOTHER LANGUAGE PROVIDED THEY ARE ACCOMPANIED BY AN ACCURATE TRANSLATION OF THE RELEVANT PASSAGES INTO THE ENGLISH LANGUAGE, IN WHICH CASE, FOR PURPOSES OF INTERPRETATION OF THE TENDER, SUCH TRANSLATION SHALL GOVERN.

11. DOCUMENTS COMPRISING THE TENDER

11.1 THE TENDER SHALL COMPRISE THE FOLLOWING:

- A) FORM OF TENDER PREPARED IN ACCORDANCE WITH ITT 12;
- B) PRICE SCHEDULES: COMPLETED IN ACCORDANCE WITH ITT 12 AND ITT 14;
- C) AUTHORIZATION: WRITTEN CONFIRMATION AUTHORIZING THE SIGNATORY OF THE TENDER TO COMMIT THE TENDERER, IN ACCORDANCE WITH ITT 20.3;
- D) QUALIFICATIONS: DOCUMENTARY EVIDENCE IN ACCORDANCE WITH ITT 17 ESTABLISHING THE TENDERER QUALIFICATIONS TO PERFORM THE CONTRACT IF ITS TENDER IS ACCEPTED;
- E) TENDERER ELIGIBILITY: DOCUMENTARY EVIDENCE IN ACCORDANCE WITH ITT 17 ESTABLISHING THE TENDERER ELIGIBILITY TO TENDER;
- F) ELIGIBILITY OF PROPERTIES OFFERED: DOCUMENTARY EVIDENCE IN ACCORDANCE WITH ITT 16, ESTABLISHING THE ELIGIBILITY OF THE PROPERTY TO BE SOLD BY THE TENDERER;
- G) CONFORMITY: DOCUMENTARY EVIDENCE IN ACCORDANCE WITH ITT 16 AND 38, THAT HE PROPERTIES ARE CONFORM TO THE TENDERING DOCUMENT; AND
- H) ANY OTHER DOCUMENT REQUIRED IN THE **TDS**.

11.2 THE TENDERER SHALL SERIALIZE PAGE SO FALL TENDER DOCUMENTS SUBMITTED.

12. FORM OF TENDER AND PRICE SCHEDULES

12.1 THE FORM OF TENDER AND PRICE SCHEDULES SHALL BE PREPARED USING THE RELEVANT FORMS FURNISHED IN SECTION IV, TENDERING FORMS. THE FORMS MUST BE COMPLETED WITHOUT ANY ALTERATIONS TO THE TEXT, AND NO SUBSTITUTES SHALL BE ACCEPTED EXCEPT AS PROVIDED UNDER ITT 20.3. ALL BLANK SPACES SHALL BE FILLED IN WITH THE INFORMATION REQUESTED. THE TENDERER SHALL CHRONOLOGICALLY SERIALIZE ALL PAGES OF THE TENDER DOCUMENTS SUBMITTED.

12.2 THE TENDERER SHOULD NOTE THAT THE PROCURING ENTITY WILL INDICATE THE TYPE OF PROPERTY REQUIRED AND LOCATIONS WHERE SUCH PROPERTY SHOULD BE LOCATED. A TENDERER CAN SUBMIT AS MANY TENDERS AS THERE ARE SUCH PROPERTIES IN THE STATED LOCATIONS THAT THE TENDERER WISHES TO OFFER. IN THE CASE OF LAND, THE ACREAGE OF LAND STATED IN THE SCHEDULE OF REQUIREMENTS CAN BE PLUS OR MINUS THE PERCENTAGE SPECIFIED IN THE **TDS**.

12.3 EACH ITEM ON THE SCHEDULE OF REQUIREMENTS MUST BE PRICED SEPARATELY IN THE PRICE SCHEDULES AND FOR FULL QUANTITIES REQUIRED. TENDERERS MAY QUOTE FOR ONE OR MORE OF THE ITEMS ON THE SCHEDULE OF REQUIREMENTS. TENDERS WILL BE EVALUATED AND AWARDED ON BASIS OF PROPERTY ITEMS.

12.4 THE TENDERER SHALL FURNISH IN THE FORM OF TENDER INFORMATION ON COMMISSIONS AND GRATUITIES, IF ANY, PAID OR TO BE PAID TO AGENTS OR ANY OTHER PARTY RELATING TO THIS TENDER.

12.5 THE TENDERER SHALL FURNISH IN THE FORM OF TENDER INFORMATION ON COMMISSIONS AND GRATUITIES, IF ANY, PAID OR TO BE PAID TO AGENTS OR ANY OTHER PARTY RELATING TO THIS TENDER.

13. ALTERNATIVE TENDERS

13.1 THERE WILL BE NO ALTERNATIVE TENDERS. EVERY OFFER ITEM WILL BE CONSIDERED AS A TENDER ON ITS OWN.

14. TENDER PRICES AND DISCOUNTS

14.1 TENDERS ARE BEING INVITED FOR INDIVIDUAL PROPERTIES NOT LOTS. THE DISCOUNTS QUOTED BY THE TENDERER IN THE FORM OF TENDER AND IN THE PRICE, SCHEDULES SHALL BE FOR INDIVIDUAL CONTRACTS.

14.2 PRICES QUOTED BY THE TENDERER **SHALL BE FIXED** AND NOT SUBJECT TO VARIATION ON ANY ACCOUNT.

14.3 THE TENDER PRICE SHALL BE INCLUSIVE OF A CAPACITY BUILDING LEVY OF ZERO POINT ZERO THREE PER CENTUM (0.03%) OF THE TENDER SUM EXCLUSIVE OF ALL APPLICABLE TAXES.

15. CURRENCIES OF TENDER AND PAYMENT

15.1 THE CURRENCY (IES) OF THE TENDER AND THE CURRENCY (IES) OF PAYMENTS SHALL BE THE SAME. THE TENDERER SHALL QUOTE IN THE CURRENCY OF THE COUNTRY IN WHICH THE PROPERTY IS LOCATED UNLESS OTHERWISE SPECIFIED IN THE **TDS**.

15.2 THE TENDERER MAY EXPRESS THE TENDER PRICE IN ANY CURRENCY. IF THE TENDERER WISHES TO BE PAID IN A COMBINATION OF AMOUNTS IN DIFFERENT CURRENCIES, IT MAY QUOTE ITS PRICE ACCORDINGLY BUT SHALL USE NO MORE THAN TWO EASILY CONVERTIBLE FOREIGN CURRENCIES.

16. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND CONFORMITY OF THE OFFERED PROPERTIES

16.1 TO ESTABLISH THE CONFORMITY OF THE PROPERTIES OFFERED TO THE TENDERING DOCUMENT, THE TENDERER SHALL FURNISH AS PART OF ITS TENDER THE DOCUMENTARY EVIDENCE THAT THE PROPERTIES OFFERED CONFORM TO THE TECHNICAL SPECIFICATIONS AND STANDARDS SPECIFIED IN SECTION V, SCHEDULE OF REQUIREMENTS.

16.2 THE DOCUMENTARY EVIDENCE MAY BE IN THE FORM OF LITERATURE, DRAWINGS OR DATA, AND SHALL CONSIST OF A DETAILED ITEM BY ITEM DESCRIPTION OF THE ESSENTIAL TECHNICAL CHARACTERISTICS OF THE PROPERTIES OFFERED, DEMONSTRATING SUBSTANTIAL RESPONSIVENESS OF THE PROPERTIES OFFERED TO THE TECHNICAL SPECIFICATION, AND IF APPLICABLE, A STATEMENT OF DEVIATIONS AND EXCEPTIONS TO THE PROVISIONS OF THE SECTION V, SCHEDULE OF REQUIREMENTS.

17. DOCUMENTS ESTABLISHING THE ELIGIBILITY AND QUALIFICATIONS OF THE TENDERER

17.1 TO ESTABLISH TENDERER ELIGIBILITY IN ACCORDANCE WITH ITT 4, TENDERERS SHALL COMPLETE THE FORM OF TENDER, INCLUDED IN SECTION IV, TENDERING FORMS.

17.2 THE TENDERER SHALL INCLUDE DOCUMENTARY EVIDENCE TO SHOW THAT THE TENDERER OWNS THE PROPERTIES OFFERED AND THAT HAS ALL THE REQUIRED REGISTRATION PAPERS OF THE PROPERTY.

17.3 TENDERERS SHALL BE ASKED TO PROVIDE, AS PART OF THE DATA FOR QUALIFICATION, SUCH INFORMATION, INCLUDING DETAILS OF OWNERSHIP, AS SHALL BE REQUIRED TO DETERMINE WHETHER, ACCORDING TO THE CLASSIFICATION ESTABLISHED BY THE PROCURING ENTITY, A PARTICULAR CONTRACTOR OR GROUP OF CONTRACTORS QUALIFIES FOR A MARGIN OF PREFERENCE. FURTHER THE INFORMATION WILL ENABLE THE PROCURING ENTITY IDENTIFY ANY ACTUAL OR POTENTIAL CONFLICT OF INTEREST IN RELATION TO THE PROCUREMENT AND/OR CONTRACT MANAGEMENT PROCESSES, OR A POSSIBILITY OF COLLUSION BETWEEN TENDERERS, AND THEREBY HELP TO PREVENT ANY CORRUPT INFLUENCE IN RELATION TO THE PROCUREMENT PROCESS OR CONTRACT MANAGEMENT.

17.4 THE PURPOSE OF THE INFORMATION DESCRIBED IN ITT 6.2 ABOVE OVERRIDES ANY CLAIMS TO CONFIDENTIALITY WHICH A TENDERER MAY HAVE. THERE CAN BE NO CIRCUMSTANCES IN WHICH IT WOULD BE JUSTIFIED FOR A TENDERER TO KEEP INFORMATION RELATING TO ITS OWNERSHIP AND CONTROL CONFIDENTIAL WHERE IT IS TENDERING TO UNDERTAKE PUBLIC SECTOR WORK AND RECEIVE PUBLIC SECTOR FUNDS. THUS, CONFIDENTIALITY WILL NOT BE ACCEPTED BY THE PROCURING ENTITY AS A JUSTIFICATION FOR A TENDERER'S FAILURE TO DISCLOSE, OR FAILURE TO PROVIDE REQUIRED INFORMATION ON ITS OWNERSHIP AND CONTROL.

17.5 THE TENDERER SHALL PROVIDE FURTHER DOCUMENTARY PROOF, INFORMATION OR AUTHORIZATIONS THAT THE PROCURING ENTITY MAY REQUEST IN RELATION TO OWNER SHIP AND CONTROL WHICH INFORMATION ON ANY CHANGES TO THE INFORMATION WHICH WAS PROVIDED BY THE TENDERER UNDER ITT6.3. THE OBLIGATIONS TO REQUIRE THIS INFORMATION SHALL CONTINUE FOR THE DURATION OF THE PROCUREMENT PROCESS AND CONTRACT PERFORMANCE AND AFTER COMPLETION OF THE CONTRACT, IF ANY CHANGE TO THE INFORMATION PREVIOUSLY PROVIDED MAY REVEAL A CONFLICT OF INTEREST IN RELATION TO THE AWARD OR MANAGEMENT OF THE CONTRACT.

17.6 ALL INFORMATION PROVIDED BY THE TENDERER PURSUANT TO THESE REQUIREMENTS MUST BE COMPLETE, CURRENT AND ACCURATE AS AT THE DATE OF PROVISION TO THE PROCURING ENTITY. IN SUBMITTING THE INFORMATION REQUIRED PURSUANT TO THESE REQUIREMENTS, THE TENDERER SHALL WARRANT THAT THE INFORMATION SUBMITTED IS COMPLETE, CURRENT AND ACCURATE AS AT THE DATE OF SUBMISSION TO THE PROCURING ENTITY.

17.7 IF A TENDERER FAILS TO SUBMIT THE INFORMATION REQUIRED BY THESE REQUIREMENTS, ITS TENDERER WILL BE REJECTED. SIMILARLY, IF THE PROCURING ENTITY IS UNABLE, AFTER TAKING REASONABLE STEPS, TO VERIFY TO A REASONABLE DEGREE THE INFORMATION SUBMITTED BY A TENDERER PURSUANT TO THESE REQUIREMENTS, THEN THE TENDER WILL BE REJECTED.

17.8 IF INFORMATION SUBMITTED BY A TENDERER PURSUANT TO THESE REQUIREMENTS, OR OBTAINED BY THE PROCURING ENTITY (WHETHER THROUGH ITS OWN ENQUIRIES, THROUGH NOTIFICATION BY THE PUBLIC OR OTHERWISE), SHOWS ANY CONFLICT OF INTEREST WHICH COULD MATERIALLY AND IMPROPERLY BENEFIT THE TENDERER IN RELATION TO THE PROCUREMENT OR CONTRACT MANAGEMENT PROCESS, THEN:

I) IF THE PROCUREMENT PROCESS IS STILL ONGOING, THE TENDERER WILL BE DISQUALIFIED FROM THE PROCUREMENT PROCESS,

II) IF THE CONTRACT HAS BEEN AWARDED TO THAT TENDERER, THE CONTRACT AWARD WILL BE SET ASIDE,

III) THE TENDERER WILL BE REFERRED TO THE RELEVANT LAW ENFORCEMENT AUTHORITIES FOR INVESTIGATION OF WHETHER THE TENDERER OR ANY OTHER PERSONS HAVE COMMITTED ANY CRIMINAL OFFENCE.

17.9 IF A TENDERER SUBMITS INFORMATION PURSUANT TO THESE REQUIREMENTS THAT IS IN COMPLETE, IN ACCURATE OR OUT-OF-DATE, OR ATTEMPTS TO OBSTRUCT THE VERIFICATION PROCESS, THEN THE CONSEQUENCES UNDER ITT 17.8 WILL ENSUE UNLESS THE TENDERER CAN SHOW TO THE REASONABLE SATISFACTION OF THE PROCURING ENTITY THAT ANY SUCH ACT WAS NOT MATERIAL, OR WAS DUE TO GENUINE ERROR WHICH WAS NOT ATTRIBUTABLE TO THE INTENTIONAL ACT, NEGLIGENCE OR RECKLESSNESS OF THE TENDERER.

18. PERIOD OF VALIDITY OF TENDERS

18.1 TENDERS SHALL REMAIN VALID FOR THE TENDER VALIDITY PERIOD SPECIFIED IN THE **TDS**. THE TENDER VALIDITY PERIOD STARTS FROM THE DATE FIXED FOR THE TENDER SUBMISSION DEADLINE (AS PRESCRIBED BY THE PROCURING ENTITY IN ACCORDANCE WITH ITT 22.1). A TENDER VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PROCURING ENTITY AS NON-RESPONSIVE.

18.2 IN EXCEPTIONAL CIRCUMSTANCES, PRIOR TO THE EXPIRATION OF THE TENDER VALIDITY PERIOD, THE PROCURING ENTITY MAY REQUEST TENDERERS TO EXTEND THE PERIOD OF VALIDITY OF THEIR TENDERS. THE REQUEST AND THE RESPONSES SHALL BE MADE IN WRITING. IF A TENDER SECURITY IS REQUESTED IN ACCORDANCE WITH ITT 19, ITS SHALL ALSO BE EXTENDED FOR A CORRESPONDING PERIOD. A TENDERER MAY REFUSE THE REQUEST WITHOUT FORFEITING ITS TENDER SECURITY. A TENDERER GRANTING THE REQUEST SHALL NOT BE REQUIRED OR PERMITTED TO MODIFY ITS TENDER.

19. TENDER SECURITY

19.1 THE TENDERER SHALL FURNISH AS PART OF ITS TENDER, EITHER A TENDER-SECURING DECLARATION OR A TENDER SECURITY, AS SPECIFIED IN THE **TDS**, IN ORIGINAL FORM AND, IN THE CASE OF A TENDER SECURITY, IN THE AMOUNT AND CURRENCY SPECIFIED IN THE TDS. IN THIS CASE A TENDER-SECURING DECLARATION OR A TENDER SECURITY SHALL BE FOR EACH ITEM. ALTERNATIVELY, A TENDERER MAY AGGREGATE ALL THE ITEMS TENDERED FOR AND PROVIDE ONE TENDER-SECURING DECLARATION OR A TENDER SECURITY IN THE REQUIRED AMOUNTS, AS THE CASE MAY BE.

19.2 IF A TENDER SECURITY IS SPECIFIED PURSUANT TO ITT 18.1, THE TENDER SECURITY SHALL BE A DEMAND BANK GUARANTEE IN ANY OF THE FOLLOWING FORMS AT THE TENDERER OPTION:

- I) CASH;
- II) A BANK GUARANTEE;
- III) A GUARANTEE BY AN INSURANCE COMPANY REGISTERED AND LICENSED BY THE INSURANCE REGULATORY AUTHORITY LISTED BY THE AUTHORITY; OR
- IV) A GUARANTEE ISSUED BY A FINANCIAL INSTITUTION APPROVED AND LICENSED BY THE CENTRAL BANK OF KENYA.

19.3 IF AN UNCONDITIONAL GUARANTEE IS ISSUED BY A BANK FINANCIAL INSTITUTION LOCATED OUTSIDE KENYA, THE ISSUING BANK FINANCIAL INSTITUTION SHALL HAVE A CORRESPONDENT FINANCIAL INSTITUTION LOCATED IN KENYA TO MAKE IT ENFORCEABLE UNLESS THE PROCURING ENTITY HAS AGREED IN WRITING, PRIOR TO TENDER SUBMISSION, THAT A CORRESPONDENT FINANCIAL INSTITUTION IS NOT REQUIRED. IN THE CASE OF A BANK GUARANTEE, THE TENDER SECURITY SHALL BE SUBMITTED EITHER USING THE TENDER SECURITY FORM INCLUDED IN SECTION IV, TENDERING FORMS, THE TENDER SECURITY SHALL BE VALID FOR 30 DAYS BEYOND THE ORIGINAL VALIDITY PERIOD OF THE TENDER, OR BEYOND ANY PERIOD OF EXTENSION IF REQUESTED UNDER ITT 18.2.

19.4 IF A TENDER SECURITY IS SPECIFIED PURSUANT TO ITT 18.1, ANY TENDER NOT ACCOMPANIED BY A SUBSTANTIALLY RESPONSIVE TENDER SECURITY SHALL BE REJECTED BY THE PROCURING ENTITY AS NON-RESPONSIVE.

19.5 IF A TENDER SECURITY IS SPECIFIED PURSUANT TO ITT 18.1, THE TENDER SECURITY OF UNSUCCESSFUL TENDERERS SHALL BE RETURNED AS WITHIN 14 DAYS UPON THE SUCCESSFUL TENDERER SIGNING THE CONTRACT. THE TENDER SECURITY SHALL BE RETURNED/RELEASE AS PROMPTLY AS POSSIBLE

- A) THE PROCUREMENT PROCEEDINGS ARE TERMINATED;
- B) THE PROCURING ENTITY DETERMINES THAT NONE OF THE SUBMITTED TENDERS IS RESPONSIVE;
- C) A BIDDER DECLINES TO EXTEND THE TENDER VALIDITY.
- D) ONCE THE SUCCESSFUL TENDERER HAS SIGNED THE CONTRACT AND FURNISHED THE REQUIRED PERFORMANCE
- E) SECURITY.

19.6 THE TENDER SECURITY MAY BE FORFEITED THE TENDER-SECURING DECLARATION EXECUTED:

A) IF A TENDERER WITHDRAWS ITS TENDER DURING THE PERIOD OF TENDER VALIDITY SPECIFIED BY THE TENDERER IN THE FORM OF TENDER, OR ANY EXTENSION THERE TO BE PROVIDED BY THE TENDERER; OR

B) IF THE SUCCESSFUL TENDERER FAILS TO:

- I) SIGN THE CONTRACT IN ACCORDANCE WITH ITT 45; OR
- II) FURNISH THE TRANSFER DOCUMENTS OF THE PROPERTY.

19.7 WHERE THE TENDER-SECURING DECLARATION IS EXECUTED THE PROCURING MAY DECLARE THE TENDERER INELIGIBLE TO BE AWARDED A CONTRACT BY THE PROCURING ENTITY FOR A PERIOD OF NOT EXCEEDING SIX (6) MONTHS AND REPORT THE MATTER TO THE AUTHORITY WITHIN 14 DAYS OF THE SUSPENSION. A TENDERER SHALL NOT ISSUE A TENDER SECURITY TO GUARANTEE ITSELF.

20. FORMAT AND SIGNING OF TENDER

20.1 THE TENDERER SHALL PREPARE ONE ORIGINAL OF THE DOCUMENTS COMPRISING THE TENDER AS DESCRIBED IN ITT 11 AND CLEARLY MARK IT "ORIGINAL." IN ADDITION, THE TENDERER SHALL SUBMIT COPIES OF THE TENDER, IN THE NUMBER SPECIFIED IN THE **TDS** AND CLEARLY MARK THEM "COPY." IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL AND THE COPIES, THE ORIGINAL SHALL PREVAIL. SUBMISSION OF COPIES OF THE TENDER SHALL NOT APPLY FOR ELECTRONIC PROCUREMENT SYSTEM.

20.2 TENDERERS SHALL MARK AS "CONFIDENTIAL" INFORMATION IN THEIR TENDERS WHICH IS CONFIDENTIAL TO THEIR BUSINESS. THIS MAY INCLUDE PROPRIETARY INFORMATION, TRADE SECRETS, OR COMMERCIAL OR FINANCIALLY SENSITIVE INFORMATION.

20.3 THE ORIGINAL AND ALL COPIES OF THE TENDER SHALL BE TYPED OR WRITTEN IN INDELIBLE INK AND SHALL BE SIGNED BY A PERSON DULY AUTHORIZED TO SIGN ON BEHALF OF THE TENDERER. THIS AUTHORIZATION SHALL CONSIST OF A WRITTEN CONFIRMATION AS SPECIFIED IN THE TDS AND SHALL BE ATTACHED TO THE TENDER. THEN AMEND POSITION HELD BY EACH PERSON SIGNING THE AUTHORIZATION MUST BE TYPED OR PRINTED BELOW THE SIGNATURE. ALL PAGES OF THE TENDER WHERE ENTRIES OR AMENDMENTS HAVE BEEN MADE SHALL BE SIGNED OR INITIALIZED BY THE PERSON SIGNING THE TENDER.

20.4 ANY INTER-LINEATION, ERASURES, OR OVERWRITING SHALL BE VALID ONLY IF THEY ARE SIGNED OR INITIALIZED BY THE PERSON SIGNING THE TENDER.

D. SUBMISSION AND OPENING OF TENDERS

21. SEALING AND MARKING OF TENDERS

21.1 THE TENDERER SHALL DELIVER THE TENDER IN A SINGLE SEALED ENVELOPE, OR IN A SINGLE SEALED PACKAGE, OR IN A SINGLE SEALED CONTAINER BEARING THE NAME AND REFERENCE NUMBER OF THE TENDER, ADDRESSED TO THE PROCURING ENTITY AND A WARNING NOT TO OPEN BEFORE THE TIME AND DATE FOR TENDER OPENING DATE. WITHIN THE SINGLE ENVELOPE, PACKAGE OR CONTAINER, THE TENDERER SHALL PLACE THE FOLLOWING SEPARATE, SEALED ENVELOPES: IN AN ENVELOPE OR PACKAGE OR CONTAINER MARKED "ORIGINAL", ALL DOCUMENTS COMPRISING THE TENDER, AS DESCRIBED IN ITT 11; AND IN AN ENVELOPE OR PACKAGE OR CONTAINER MARKED "COPIES", ALL REQUIRED COPIES OF THE TENDER; AND IF ALTERNATIVE TENDERS ARE PERMITTED IN ACCORDANCE WITH ITT 13, AND IF RELEVANT: IN AN ENVELOPE OR PACKAGE OR CONTAINER MARKED "ORIGINAL – ALTERNATIVE TENDER", THE ALTERNATIVE TENDER; AND IN THE ENVELOPE OR PACKAGE OR CONTAINER MARKED "COPIES-ALTERNATIVE TENDER", ALL REQUIRED COPIES OF THE ALTERNATIVE TENDER.

21.2 THE INNER ENVELOPES OR PACKAGES OR CONTAINERS SHALL:

- BEAR THE NAME AND ADDRESS OF THE PROCURING ENTITY.
- BEAR THE NAME AND ADDRESS OF THE TENDERER; AND
- BEAR THE NAME AND REFERENCE NUMBER OF THE TENDER.

21.3 IF AN ENVELOPE OR PACKAGE OR CONTAINER IS NOT SEALED AND MARKED AS REQUIRED, THE PROCURING ENTITY WILL ASSUME NO RESPONSIBILITY FOR THE MISPLACEMENT OR PREMATURE OPENING OF THE TENDER.

THE PROVISIONS OF CLAUSE 21 SHALL NOT APPLY TO TENDERS SUBMITTED ELECTRONICALLY.

22. DEADLINE FOR SUBMISSION OF TENDERS

22.1 TENDERS MUST BE RECEIVED BY THE PROCURING ENTITY AT THE ADDRESS AND NO LATER THAN THE DATE AND TIME SPECIFIED IN THE **TDS**. WHEN SO SPECIFIED IN THE **TDS**, TENDERERS SHALL HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. TENDERERS SUBMITTING TENDERS ELECTRONICALLY SHALL FOLLOW THE ELECTRONIC TENDER SUBMISSION PROCEDURES SPECIFIED IN THE **TDS**.

[NOTE: THE DATE AND TIME SHOULD BE THE SAME AS THOSE PROVIDED IN THE SPECIFIC PROCUREMENT NOTICE - REQUEST FOR TENDERS, UNLESS SUBSEQUENTLY AMENDED PURSUANT TO ITT 22.2.]

[NOTE: THE FOLLOWING PROVISION SHOULD BE INCLUDED AND THE REQUIRED CORRESPONDING INFORMATION INSERTED ONLY IF TENDERERS HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. OTHERWISE OMIT].

22.2 THE PROCURING ENTITY MAY, AT ITS DISCRETION, EXTEND THE DEADLINE FOR THE SUBMISSION OF TENDERS BY AMENDING THE TENDERING DOCUMENT IN ACCORDANCE WITH ITT 7, IN WHICH CASE ALL RIGHTS AND OBLIGATIONS OF THE PROCURING ENTITY AND TENDERERS PREVIOUSLY SUBJECT TO THE DEADLINE SHALL THEREAFTER BE SUBJECT TO THE DEADLINE AS EXTENDED.

23. LATE TENDERS

23.1 THE PROCURING ENTITY SHALL NOT CONSIDER ANY TENDER THAT ARRIVES AFTER THE DEAD LINE FOR SUBMISSION OF TENDERS, IN ACCORDANCE WITH ITT 22. ANY TENDER RECEIVED BY THE PROCURING ENTITY AFTER THE DEADLINE FOR SUBMISSION OF TENDERS SHALL BE DECLARED LATE, REJECTED, AND RETURNED UN OPENED TO THE TENDERER.

24. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF TENDERS

24.1 A TENDERER MAY WITHDRAW, SUBSTITUTE, OR MODIFY ITS TENDER AFTER IT HAS BEEN SUBMITTED BY SENDING A WRITTEN NOTICE, DULY SIGNED BY AN AUTHORIZED REPRESENTATIVE, AND SHALL INCLUDE A COPY OF THE AUTHORIZATION (THE POWER OF ATTORNEY) IN ACCORDANCE WITH ITT 20.3, (EXCEPT THAT WITHDRAWAL NOTICES DO NOT REQUIRE COPIES). THE CORRESPONDING SUBSTITUTION OR MODIFICATION OF THE TENDER MUST ACCOMPANY THE RESPECTIVE WRITTEN NOTICE. ALL NOTICES MUST BE: PREPARED AND SUBMITTED IN ACCORDANCE WITH ITT 20 AND 21 (EXCEPT THAT WITHDRAWAL NOTICES DO NOT REQUIRE COPIES), AND IN ADDITION, THE RESPECTIVE ENVELOPES SHALL BE CLEARLY MARKED "WITHDRAWAL," "SUBSTITUTION," OR "MODIFICATION;" AND RECEIVED BY THE PROCURING ENTITY PRIOR TO THE DEADLINE PRESCRIBED FOR SUBMISSION OF TENDERS, IN ACCORDANCE WITH ITT 22.

24.2 TENDERS REQUESTED TO BE WITHDRAWN IN ACCORDANCE WITH ITT 24.1 SHALL BE RETURNED UN OPENED TO THE TENDERERS.

24.3 NO TENDER MAY BE WITHDRAWN, SUBSTITUTED, OR MODIFIED 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 FORM OF TENDER OR ANY EXTENSION THEREOF.

24.4 TENDERERS SHALL BE ALLOWED TO SUBMIT MODIFICATIONS TO BIDS OR PROPOSALS OR WITHDRAW PREVIOUSLY SUBMITTED BIDS OR PROPOSALS ELECTRONICALLY UP TO, BUT NOT AFTER, THE BID SUBMISSION DEADLINE.

25. TENDER OPENING

25.1 EXCEPT ABS IN THE CASES SPECIFIED IN ITT 23 AND ITT 24.2, THE PROCURING ENTITY SHALL, AT THE TENDER OPENING, PUBLICLY OPEN AND READ OUT ALL TENDERS RECEIVED BY THE DEADLINE AT THE DATE, TIME AND PLACE SPECIFIED IN THE TDS IN THE PRESENCE OF TENDERERS' DESIGNATED REPRESENTATIVES WHO CHOOSES TO ATTEND ANY SPECIFIC ELECTRONIC TENDER OPENING PROCEDURES REQUIRED IF ELECTRONIC TENDERING IS PERMITTED IN ACCORDANCE WITH ITT 22.1, SHALL BE AS SPECIFIED IN THE **TDS**.

[NOTE: THE FOLLOWING PROVISION SHOULD BE INCLUDED AND THE REQUIRED CORRESPONDING INFORMATION INSERTED ONLY IF TENDERERS HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. OTHERWISE OMIT.]

25.2 FIRST, ENVELOPES MARKED "WITHDRAWAL" SHALL BE OPENED AND READ OUT AND THE ENVELOPE WITH THE CORRESPONDING TENDER SHALL NOT BE OPENED BUT RETURNED TO THE TENDERER. IF THE WITHDRAWAL ENVELOPE DOES NOT CONTAIN A COPY OF THE "POWER OF ATTORNEY" CONFIRMING THE SIGNATURE AS A PERSON DULY AUTHORIZED TO SIGN ON BEHALF OF THE TENDERER, THE CORRESPONDING TENDER WILL BE OPENED. NO TENDER WITHDRAWAL SHALL BE PERMITTED UNLESS THE CORRESPONDING WITHDRAWAL NOTICE CONTAINS A VALID AUTHORIZATION TO REQUEST THE WITHDRAWAL AND IS READ OUT AT TENDER OPENING.

25.3 NEXT, ENVELOPES MARKED "SUBSTITUTION" SHALL BE OPENED AND READ OUT AND EXCHANGED WITH THE CORRESPONDING TENDER BEING SUBSTITUTED, AND THE SUBSTITUTED TENDER SHALL NOT BE OPENED, BUT RETURNED TO THE TENDERER. NO TENDER SUBSTITUTION SHALL BE PERMITTED UNLESS THE CORRESPONDING SUBSTITUTION NOTICE CONTAINS A VALID AUTHORIZATION TO REQUEST THE SUBSTITUTION AND IS READ OUT AT TENDER OPENING.

25.4 NEXT, ENVELOPES MARKED "MODIFICATION" SHALL BE OPENED AND READ OUT WITH THE CORRESPONDING TENDER. NO TENDER MODIFICATION SHALL BE PERMITTED UNLESS THE CORRESPONDING MODIFICATION NOTICE CONTAINS A VALID AUTHORIZATION TO REQUEST THE MODIFICATION AND IS READ OUT AT TENDER OPENING.

25.5 NEXT, ALL REMAINING ENVELOPES SHALL BE OPENED ONE AT A TIME, READING OUT: THE NAME OF THE TENDERER AND WHETHER THERE IS A MODIFICATION; THE TOTAL TENDER PRICES, PER LOT (CONTRACT) IF APPLICABLE, INCLUDING ANY DISCOUNTS AND ALTERNATIVE TENDERS; THE PRESENCE OR ABSENCE OF A TENDER SECURITY, IF REQUIRED; AND ANY OTHER DETAILS AS THE PROCURING ENTITY MAY CONSIDER APPROPRIATE.

25.6 ONLY TENDERS AND DISCOUNTS THAT ARE OPENED AND READ OUT AT TENDER OPENING SHALL BE CONSIDERED FURTHER IN THE EVALUATION. THE FORM OF TENDER AND THE PRICE SCHEDULES ARE TO BE INITIALIZED BY REPRESENTATIVES OF THE PROCURING ENTITY ATTENDING TENDER OPENING IN THE MANNER SPECIFIED IN THE **TDS**.

25.7 THE PROCURING ENTITY SHALL NEITHER DISCUSS THE MERITS OF ANY TENDER NOR REJECT ANY TENDER (EXCEPT FOR LATE TENDERS, IN ACCORDANCE WITH ITT 23.1).

25.8 THE PROCURING ENTITY SHALL PREPARE A RECORD OF THE TENDER OPENING THAT SHALL INCLUDE, AS A MINIMUM:

- A) THE NAME OF THE TENDERER AND WHETHER THERE IS A WITHDRAWAL, SUBSTITUTION, OR MODIFICATION.
- B) THE TENDER PRICE, PER LOT (CONTRACT) IF APPLICABLE, INCLUDING ANY DISCOUNTS;
- C) ANY ALTERNATIVE TENDERS;
- D) THE PRESENCE OR ABSENCE OF A TENDER SECURITY OR TENDER-SECURING DECLARATION, IF ONE WAS REQUIRED.

25.9 THE TENDERERS 'REPRESENTATIVES WHO ARE PRESENT SHALL BE REQUESTED TO SIGN THE RECORD. THE OMISSION OF A TENDERER SIGNATURE ON THE RECORD SHALL NOT INVALIDATE THE CONTENTS AND EFFECT OF THE RECORD. A COPY OF THE TENDER OPENING REGISTER SHALL BE DISTRIBUTED TO ALL TENDERERS UPON REQUEST.

E. EVALUATION AND COMPARISON OF TENDERS

26. CONFIDENTIALITY

26.1 INFORMATION RELATING TO THE EVALUATION OF TENDERS AND RECOMMENDATION OF CONTRACT AWARD, SHALL NOT BE DISCLOSED TO TENDERERS OR ANY OTHER PERSONS NOT OFFICIALLY CONCERNED WITH THE TENDERING PROCESS UNTIL THE INFORMATION ON INTENTION TO AWARD THE CONTRACT IS TRANSMITTED TO ALL TENDERERS IN ACCORDANCE WITH ITT 40.

26.2 ANY EFFORT BY A TENDERER TO INFLUENCE THE PROCURING ENTITY IN THE EVALUATION OR CONTRACT AWARD DECISIONS MAY RESULT IN THE REJECTION OF ITS TENDER.

26.3 NOTWITHSTANDING ITT 26.2, FROM THE TIME OF TENDER OPENING TO THE TIME OF CONTRACT SIGNATURE, IF ANY TENDERER WISHES TO CONTACT THE PROCURING ENTITY ON ANY MATTER RELATED TO THE TENDERING PROCESS AND AWARD, IT SHOULD DO SO IN WRITING.

27. CLARIFICATION OF TENDERS

27.1 TO ASSIST IN THE EXAMINATION, EVALUATION, COMPARISON OF THE TENDERS, AND QUALIFICATION OF THE TENDERERS, THE PROCURING ENTITY MAY, AT ITS DISCRETION, ASK ANY TENDERER FOR A CLARIFICATION OF ITS TENDER. ANY CLARIFICATION SUBMITTED BY A TENDERER IN RESPECT TO ITS TENDER AND THAT IS NOT IN RESPONSE TO A REQUEST BY THE PROCURING ENTITY SHALL NOT BE CONSIDERED. THE PROCURING ENTITY'S REQUEST FOR CLARIFICATION AND THE RESPONSE SHALL BE IN WRITING. NO CHANGE, INCLUDING ANY VOLUNTARY INCREASE OR DECREASE, IN THE PRICES OR SUBSTANCE OF THE TENDER SHALL BE SOUGHT, OFFERED, OR PERMITTED, EXCEPT TO CONFIRM THE CORRECTION OF ARITHMETIC ERRORS DISCOVERED BY THE PROCURING ENTITY IN THE EVALUATION OF THE TENDERS, IN ACCORDANCE WITH ITT 31.

27.2 IF A TENDERER DOES NOT PROVIDE CLARIFICATIONS OF ITS TENDER BY THE DATE AND TIME SET IN THE PROCURING ENTITY'S REQUEST FOR CLARIFICATION, ITS TENDER MAY BE REJECTED.

28. DEVIATIONS, RESERVATIONS, AND OMISSIONS

28.1 DURING THE EVALUATION OF TENDERS, THE FOLLOWING DEFINITIONS APPLY:

- "DEVIATION" IS A DEPARTURE FROM THE REQUIREMENTS SPECIFIED IN THE TENDERING DOCUMENT.
- "RESERVATION" IS THE SETTING OF LIMITING CONDITIONS OR WITHHOLDING FROM COMPLETE ACCEPTANCE OF THE REQUIREMENTS SPECIFIED IN THE TENDERING DOCUMENT; AND
- "OMISSION" IS THE FAILURE TO SUBMIT PART OR ALL OF THE INFORMATION OR DOCUMENTATION REQUIRED IN THE TENDERING DOCUMENT.

29. DETERMINATION OF RESPONSIVENESS

29.1 THE PROCURING ENTITY'S DETERMINATION OF A TENDER'S RESPONSIVENESS IS TO BE BASED ON THE CONTENTS OF THE TENDER ITSELF, AS DEFINED IN ITT 11.

29.2 A SUBSTANTIALLY RESPONSIVE TENDER IS ONE THAT MEETS THE REQUIREMENTS OF THE TENDERING DOCUMENT WITHOUT MATERIAL DEVIATION, RESERVATION, OR OMISSION. A MATERIAL DEVIATION, RESERVATION, OR OMISSION IS ONE THAT: IF ACCEPTED, WOULD:

- I) AFFECT IN ANY SUBSTANTIAL WAY THE SCOPE, QUALITY, OR PERFORMANCE OF THE PROPERTY SPECIFIED IN THE
- II) CONTRACT; OR
- III) LIMIT IN ANY SUBSTANTIAL WAY, INCONSISTENT WITH THE TENDERING DOCUMENT, THE PROCURING ENTITY'S RIGHTS OR THE TENDERER OBLIGATIONS UNDER THE CONTRACT; OR
- IV) IF RECTIFIED, WOULD UNFAIRLY AFFECT THE COMPETITIVE POSITION OF OTHER TENDERERS PRESENTING SUBSTANTIALLY RESPONSIVE TENDERS.

29.3 THE PROCURING ENTITY SHALL EXAMINE THE TECHNICAL ASPECTS OF THE TENDER SUBMITTED IN ACCORDANCE WITH ITT 16 AND ITT 17, IN PARTICULAR, TO CONFIRM THAT ALL REQUIREMENTS OF SECTION IV (SCHEDULE OF REQUIREMENTS) HAVE BEEN MET WITHOUT ANY MATERIAL DEVIATION OR RESERVATION, OR OMISSION.

29.4 IF A TENDER IS NOT SUBSTANTIALLY RESPONSIVE TO THE REQUIREMENTS OF TENDERING DOCUMENT, IT SHALL BE REJECTED BY THE PROCURING ENTITY AND SHALL NOT SUBSEQUENTLY BE MADE RESPONSIVE BY CORRECTION OF THE MATERIAL DEVIATION, RESERVATION, OR OMISSION.

30. NON-CONFORMITIES, ERRORS AND OMISSIONS

30.1 PROVIDED THAT A TENDER IS SUBSTANTIALLY RESPONSIVE, THE PROCURING ENTITY MAY WAIVE ANY NON-CONFORMITY IN THE TENDER.

30.2 PROVIDED THAT A TENDER IS SUBSTANTIALLY RESPONSIVE, THE PROCURING ENTITY MAY REQUEST THAT THE TENDERER SUBMIT THE NECESSARY INFORMATION OR DOCUMENTATION, WITHIN A REASONABLE PERIOD OF TIME, TO RECTIFY NONMATERIAL NON- CONFORMITIES OR OMISSIONS IN THE TENDER RELATED TO DOCUMENTATION REQUIREMENTS. SUCH OMISSION SHALL NOT BE RELATED TO ANY ASPECT OF THE PRICE OF THE TENDER. FAILURE OF THE TENDERER TO COMPLY WITH THEIR QUEST MAY RESULT IN THE REJECTION OF ITS TENDER.

30.3 PROVIDED THAT A TENDER IS SUBSTANTIALLY RESPONSIVE, THE PROCURING ENTITY SHALL HAVE NO RECOURSE TO RECTIFY ANY QUANTIFIABLE IMMATERIAL NON-CONFORMITIES RELATED TO THE TENDER PRICE.

31. CORRECTION OF ARITHMETICAL ERRORS

31.1 THIS TENDER IS BASED ON UNIT PARCELS OF IMMOVABLE PROPERTIES AND DOES NOT REQUIRE CHECKING FOR ARITHMETICAL ERRORS. HOWEVER, IF THERE IS A DIFFERENCE BETWEEN THE ENTRIES OF UNIT PRICE IN FIGURES AND WORDS, PRICE IN WORDS SHALL PREVAIL.

31.2 TENDERERS SHALL BE REQUESTED TO ACCEPT CORRECTION OF SUCH DIFFERENCE. FAILURE TO ACCEPT THE CORRECTION IN ACCORDANCE WITH ITT 30.1, SHALL RESULT IN THE REJECTION OF THE TENDER.

32. CONVERSION TO SINGLE CURRENCY

32.1 FOR EVALUATION AND COMPARISON PURPOSES, THE CURRENCY (IES) OF THE TENDER SHALL BE CONVERTED TO A SINGLE CURRENCY AS SPECIFIED IN THE **TDS**.

33. MARGIN OF PREFERENCE AND RESERVATIONS

33.1 NO MARGIN OF PREFERENCE AND RESERVATIONS SHALL BE ALLOWED IN THIS TENDER.

34. EVALUATION OF TENDERS

34.1 THE PROCURING ENTITY SHALL USE THE CRITERIA AND METHODOLOGIES LISTED IN THIS ITT AND SECTION III, EVALUATION AND QUALIFICATION CRITERIA. NO OTHER EVALUATION CRITERIA OR METHODOLOGIES SHALL BE PERMITTED. BY APPLYING THE CRITERIA AND METHODOLOGIES, THE PROCURING ENTITY SHALL DETERMINE THE LOWEST EVALUATED TENDER. THIS IS THE TENDER OF THE TENDERER THAT MEETS THE QUALIFICATION CRITERIA AND WHOSE TENDER HAS BEEN DETERMINED TO BE:

- A) SUBSTANTIALLY RESPONSIVE TO THE TECHNICAL REQUIREMENTS IN THE TENDER DOCUMENT;
- B) SUBSTANTIALLY RESPONSIVE TO SUITABILITY REQUIREMENTS SPECIFIED IN ITT 4 AND
- C) THE LOWEST EVALUATED PRICE.
- D) THE TENDER WITH THE LOWEST EVALUATED TOTAL COST OF OWNERSHIP.

34.2 PRICE EVALUATION WILL BE DONE FOR ITEMS SPECIFIED IN THE **TDS**; AND THE TENDER PRICE AS QUOTED IN ACCORDANCE WITH ITT 14. TO EVALUATE A TENDER, THE PROCURING ENTITY SHALL CONSIDER THE FOLLOWING:

- A) PRICE ADJUSTMENT FOR CORRECTION OF ARITHMETIC ERRORS IN ACCORDANCE WITH ITT 30; EXCLUDING PROVISIONAL SUMS AND CONTINGENCIES, IF ANY;
- B) PRICE ADJUSTMENT DUE TO DISCOUNTS OFFERED IN ACCORDANCE WITH ITT 14.1;
- C) CONVERTING THE AMOUNT RESULTING FROM APPLYING (A) ABOVE, IF RELEVANT, TO A SINGLE CURRENCY IN ACCORDANCE WITH ITT 31;
- D) PRICE ADJUSTMENT DUE TO QUANTIFIABLE IMMATERIAL NON-CONFORMITIES IN ACCORDANCE WITH ITT 29.3; AND
- E) ANY ADDITIONAL EVALUATION FACTORS SPECIFIED IN THE **TDS** AND SECTION III, EVALUATION AND QUALIFICATION CRITERIA

34.3 THE ESTIMATED EFFECT OF THE PRICE ADJUSTMENT PROVISIONS OF THE CONDITIONS OF CONTRACT, APPLIED OVER THE PERIOD OF EXECUTION OF THE CONTRACT, SHALL NOT BE CONSIDERED IN TENDER EVALUATION.

34.4 WHERE THE TENDER INVOLVES MULTIPLE LOTS OR CONTRACTS, THE TENDERER WILL BE ALLOWED TO TENDER FOR ONE OR MORE LOTS (CONTRACTS). EACH LOT OR CONTRACT WILL BE EVALUATED IN ACCORDANCE WITH ITT 34. THE METHODOLOGY TO DETERMINE THE LOWEST EVALUATED TENDERER OR TENDERERS BASED ONE LOT (CONTRACT) OR BASED ON A COMBINATION OF LOTS (CONTRACTS), WILL BE SPECIFIED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA. IN THE CASE OF MULTIPLE LOTS OR CONTRACTS THE PROCURING ENTITY WILL BE REQUIRED TO PREPARE THE ELIGIBILITY AND QUALIFICATION CRITERIA FORM FOR EACH LOT.

34.5 THE PROCURING ENTITY'S EVALUATION OF A TENDER WILL INCLUDE AND CONSIDER ALL APPLICABLE TAXES AND LEVIES PAYABLE ON TRANSFER OF PROPERTY.

34.6 THE PROCURING ENTITY'S EVALUATION OF A TENDER MAY REQUIRE THE CONSIDERATION OF OTHER FACTORS, IN ADDITION TO THE TENDER PRICE QUOTED. THESE FACTORS SHALL BE SPECIFIED IN THE **TDS** AND SHALL BE EXPRESSED IN MONETARY TERMS TO FACILITATE COMPARISON OF TENDERS. ANY ADDITIONAL CRITERIA AND METHODOLOGIES TO BE USED SHALL BE AS SPECIFIED IN ITT 34.2 (E).

35. COMPARISON OF TENDERS

35.1 THE PROCURING ENTITY SHALL COMPARE THE EVALUATED COSTS OF ALL SUBSTANTIALLY RESPONSIVE TENDERS ESTABLISHED IN ACCORDANCE WITH ITT 34.2 TO DETERMINE THE TENDER THAT HAS THE LOWEST EVALUATED COST. THE COMPARISON SHALL BE BASED ON TOTAL COST INCLUDING ALL TRANSFER COSTS AS INDICATED IN ITT 34.5.

36. ABNORMALLY HIGH TENDERS

36.1 AN ABNORMALLY HIGH PRICE IS ONE WHERE THE TENDER PRICE, IN COMBINATION WITH OTHER CONSTITUENT ELEMENTS OF THE TENDER, APPEARS UNREASONABLY TOO HIGH TO THE EXTENT THAT THE PROCURING ENTITY IS CONCERNED THAT IT (THE PROCURING ENTITY) MAY NOT BE GETTING VALUE FOR MONEY OR IT MAY BE PAYING TOO HIGH A PRICE FOR THE CONTRACT COMPARED WITH MARKET PRICES OR THAT GENUINE COMPETITION BETWEEN TENDERERS IS COMPROMISED.

36.2 IN CASE OF AN ABNORMALLY HIGH TENDER PRICE, THE PROCURING ENTITY SHALL MAKE A SURVEY OF THE MARKET PRICES, CHECK IF THE ESTIMATED COST OF THE CONTRACT IS CORRECT AND REVIEW THE TENDER DOCUMENTS TO CHECK IF THE SPECIFICATIONS, SCOPE OF WORK AND CONDITIONS OF CONTRACT ARE CONTRIBUTORY TO THE ABNORMALLY HIGH TENDERS. THE PROCURING ENTITY MAY ALSO SEEK WRITTEN CLARIFICATION FROM THE TENDERER ON THE REASON FOR THE HIGH TENDER PRICE. THE PROCURING ENTITY SHALL PROCEED AS FOLLOWS:

- I) IF THE TENDER PRICE IS ABNORMALLY HIGH BASED ON WRONG ESTIMATED COST OF THE CONTRACT, THE PROCURING ENTITY MAY ACCEPT OR NOT ACCEPT THE TENDER DEPENDING ON THE PROCURING ENTITY'S BUDGET CONSIDERATIONS.
- II) IF SPECIFICATIONS, SCOPE OF WORK AND/OR CONDITIONS OF CONTRACT ARE CONTRIBUTORY TO THE ABNORMALLY HIGH TENDER PRICES, THE PROCURING ENTITY SHALL REJECT ALL TENDERS AND MAY RETENDER FOR THE CONTRACT BASED ON REVISED ESTIMATES, SPECIFICATIONS, SCOPE OF WORK AND CONDITIONS OF CONTRACT, AS THE CASE MAY BE.

36.3 IF THE PROCURING ENTITY DETERMINES THAT THE TENDER PRICE IS ABNORMALLY TOO HIGH BECAUSE GENUINE COMPETITION BETWEEN TENDERERS IS COMPROMISED (OFTEN DUE TO COLLUSION, CORRUPTION OR OTHER MANIPULATIONS), THE PROCURING ENTITY SHALL REJECT ALL TENDERS AND SHALL INSTITUTE OR CAUSE COMPETENT GOVERNMENT AGENCIES TO INSTITUTE AN INVESTIGATION ON THE CAUSE OF THE COMPROMISE, BE FOR ERE TENDERING.

37. QUALIFICATION OF THE TENDERER

37.1 THE PROCURING ENTITY SHALL DETERMINE, TO ITS SATISFACTION, WHETHER THE ELIGIBLE TENDERERS THAT HAVE SUBMITTED SUBSTANTIALLY RESPONSIVE TENDERS THAT MEET THE QUALIFYING CRITERIA BASED UPON AN EXAMINATION OF THE DOCUMENTARY EVIDENCE OF THE TENDERER QUALIFICATIONS SUBMITTED BY THE TENDERER, PURSUANT TO ITT 17.

37.2 UPON AN AFFIRMATIVE DETERMINATION THAT ELIGIBLE TENDERER SHAVE SUBMITTED SUBSTANTIALLY RESPONSIVE TENDERS, THE PROCURING ENTITY SHALL (IN ACCORDANCE WITH ITT 34) PROCEED WITH PHYSICAL INSPECTION OF THE PROPERTIES OFFERED IN ALL THE RESPONSIVE TENDERS TO CONFIRM THEIR CONFORMITY TO THE PROCURING ENTITY'S REQUIREMENTS. IF ANY OF THE TENDERS FAILS TO MEET THE PROCURING ENTITY'S REQUIREMENTS, THE PROCURING ENTITY SHALL DECLARE IT NON-RESPONSIVE AND REMOVE IT FROM THE LIST OF THE EVALUATED TENDERERS.

38. CONFIRMATION OF THE RESPONSIVENESS OF THE OFFERED PROPERTIES

38.1 UPON ESTABLISHING A TENDER THAT MEETS THE PROCURING ENTITY'S REQUIREMENTS, PURSUANT TO ITT 34.2, THE PROCURING ENTITY WILL ENGAGE ONE OR TWO QUALIFIED REAL ESTATE EXPERT FIRMS AVAILABLE IN THE COUNTRY OF THE PROPERTY (*ONE OR TWO PRIVATE REAL ESTATE VALUERS OR FIRMS DEPENDING ON THE SIZE, VALUE AND COMPLEXITY OF THE PROPERTY, SELECTED BY THE PROCURING ENTITY AND AGREED WITH THE SELLER*) TO MAKE A DETAILED INSPECTION OF THE OFFERED PROPERTY AND PREPARE:

- I) A REPORT CONFIRMING ITS CONFORMITY WITH THE PROCURING ENTITY'S REQUIREMENTS AND ITEMIZING THINGS THAT THE TENDERER WOULD NEED TO ATTEND TO PRIOR TO THE FINALIZATION OF THE SALE AGREEMENT; AND
- II) A COMMERCIAL VALUATION OF THE PROPERTY; THE EXPERT SHALL CONFIRM WITH THE COUNTRY'S LANDS OFFICE THAT THE VALUATION ARRIVED AT IS CLOSE TO THE LISTED COMMERCIAL VALUE OF THE SAID PROPERTY.

38.2 BASED ON THE REPORT, THE PROCURING ENTITY SHALL IDENTIFY A RESPONSIVE LOWEST EVALUATED TENDERER AND THE COMMERCIAL VALUE OF TENDERED PROPERTY, WHICH COMMERCIAL VALUE SHALL FORM A BASIS FOR PRICE ANALYSIS/CONSIDERATION.

39. PROCURING ENTITY'S RIGHT TO ACCEPT ANY TENDER, AND TO REJECT ANY OR ALL TENDERS

39.1 THE PROCURING ENTITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER, AND TO ANNUL THE TENDERING PROCESS AND REJECT ALL TENDERS AT ANY TIME PRIOR TO CONTRACT AWARD, WITHOUT THERE BY INCURRING ANY LIABILITY TO TENDERERS. IN CASE OF ANNULMENT, ALL TENDERS SUBMITTED AND SPECIFICALLY, TENDER SECURITIES, SHALL BE PROMPTLY RETURNED TO THE TENDERERS.

F. NEGOTIATIONS AND AWARD OF CONTRACT

40. INVITATION TO NEGOTIATE A CONTRACT

40.1 PRIOR TO THE EXPIRATION OF THE TENDER VALIDITY PERIOD OR ANY EXTENSION THEREOF, PURSUANT TO ITT 36.2, THE PROCURING ENTITY SHALL INVITE THE IDENTIFIED LOWEST EVALUATED TENDERER TO NEGOTIATE A CONTRACT.

41. NEGOTIATIONS

41.1 THE NEGOTIATIONS WILL BE HELD AT THE PLACE INDICATED IN THE **TDS** WITH THE TENDERER'S REPRESENTATIVE(S) WHO MUST HAVE WRITTEN POWER OF ATTORNEY TO NEGOTIATE AND SIGN A CONTRACT ON BEHALF OF THE TENDERER. THE PROCURING ENTITY WILL CONSTITUTE A TEAM TO NEGOTIATE A CONTRACT, WHICH TEAM SHALL INCLUDE REPRESENTATION FROM THE EXPERT FIRM(S) REFERRED TO IN ITT 34.1.

41.2 THE NEGOTIATIONS SHALL START WITH DISCUSSIONS OF THE SCOPE OF THE OFFERED PROPERTY, ITS CONFORMITY TO THE PROCURING ENTITY'S REQUIREMENTS, AND THE ITEMS THAT WOULD NEED TO BE ATTENDED TO BEFORE THE CONTRACT IS SIGNED. THESE DISCUSSIONS SHALL NOT SUBSTANTIALLY ALTER THE ORIGINAL SCOPE OF THE PROCURING ENTITY'S REQUIREMENTS. THE ITEMS THAT WOULD NEED TO BE ATTENDED TO BEFORE THE CONTRACT IS SIGNED SHOULD NOT BE SO EXTENDED AS TO RENDER THE SCOPE OF THE PROPERTY DIFFERENT FROM THE PROCURING ENTITY'S REQUIREMENTS.

41.3 THE FINANCIAL NEGOTIATIONS INCLUDE THE CLARIFICATION OF THE TAX LIABILITIES IN THE COUNTRY WHERE THE PROPERTY IS LOCATED AND HOW IT SHOULD BE REFLECTED IN THE CONTRACT, INCLUDING A DETERMINATION OF WHO WILL BEAR THE COST OF EACH TAX ITEM. THEY WILL INCLUDE THE PROCESS OF DEALING WITH ANY LOANS, CREDITS, CHARGES, TENANCY AGREEMENTS AND CAVEATS IMPOSED ON THE PROPERTY TO FREE IT BEFORE HANDOVER TO THE PROCURING ENTITY. THE NEGOTIATIONS ARE CONCLUDED WITH A REVIEW OF THE DRAFT CONTRACT, WHICH THEN SHALL BE INITIALIZED BY THE PROCURING ENTITY AND THE TENDERER.

41.4 THE PROCURING ENTITY SHALL PREPARE MINUTES OF NEGOTIATIONS THAT ARE SIGNED BY THE PROCURING ENTITY AND THE TENDERERS' AUTHORIZED REPRESENTATIVE.

42. AWARD OF CONTRACT

42.1 THE PROCURING ENTITY SHALL AWARD THE CONTRACT TO THE TENDERER OFFERING THE LOWEST EVALUATED TENDER, SUBJECT TO NEGOTIATIONS IN ACCORDANCE WITH ITT 37. THE LOWEST EVALUATED TENDER IS THE TENDER OF THE TENDERER THAT MEETS THE QUALIFICATION CRITERIA AND WHOSE TENDER HAS BEEN DETERMINED TO BE:

- A) MOST RESPONSIVE TO THE TENDERING DOCUMENT; AND
- B) THE EVALUATED TENDERER WITH WHOM THE PROCURING ENTITY HAS CONCLUDED NEGOTIATIONS PURSUANT TO ITT 37.

43. NOTICE OF INTENTION TO ENTER IN TO A CONTRACT /NOTIFICATION OF AWARD

43.1 UPON AWARD OF THE CONTRACT AND PRIOR TO THE EXPIRY OF THE TENDER VALIDITY PERIOD THE PROCURING ENTITY SHALL ISSUE A NOTIFICATION OF INTENTION TO ENTER IN TO A CONTRACT / NOTIFICATION OF AWARD TO ALL TENDERERS WHICH SHALL CONTAIN, AT A MINIMUM, THE FOLLOWING INFORMATION:

- A) THE NAME AND ADDRESS OF THE TENDERER SUBMITTING THE SUCCESSFUL TENDER.
- B) THE CONTRACT PRICE OF THE SUCCESSFUL TENDER.
- C) STATEMENT OF THE **ALL** REASON(S) THE TENDER OF THE UNSUCCESSFUL TENDERER TO WHOM THE LETTER IS ADDRESSED WAS UNSUCCESSFUL
- D) THE EXPIRY DATE OF THE STANDSTILL PERIOD; AND
- E) INSTRUCTIONS ON HOW TO REQUEST A DEBRIEFING DURING THE STAND STILL PERIOD.

44. STANDSTILL PERIOD

44.1 THE CONTRACT SHALL NOT BE SIGNED EARLIER THAN THE EXPIRY OF A STANDSTILL PERIOD OF 14 DAYS TO ALLOW ANY DISSATISFIED TENDERER TO LAUNCH A COMPLAINT.

44.2 THE STANDSTILL PERIOD SHALL COMMENCE WHEN THE PROCURING ENTITY HAS TRANSMITTED TO EACH TENDERER THE NOTIFICATION OF INTENTION TO ENTER IN TO A CONTRACT WITH THE SUCCESSFUL TENDERER.

45. DEBRIEFING BY THE PROCURING ENTITY

45.1 ON RECEIPT OF THE PROCURING ENTITY'S NOTIFICATION OF INTENTION TO ENTER INTO A CONTRACT REFERRED TO IN ITT 43, AN UNSUCCESSFUL TENDERER MAY MAKE A WRITTEN REQUEST TO THE PROCURING ENTITY FOR A DEBRIEFING ON SPECIFIC ISSUES OR CONCERNS REGARDING THEIR TENDER. THE PROCURING ENTITY SHALL PROVIDE THE DEBRIEFING WITHIN FIVE DAYS OF RECEIPT OF THE REQUEST.

45.2 DEBRIEFINGS OF UNSUCCESSFUL TENDERERS MAY BE DONE IN WRITING OR VERBALLY. WHERE DEBRIEFING IS VERBAL, IT SHOULD BE FOLLOWED UP IN WRITING. THE TENDERER SHALL BEAR ITS OWN COSTS OF ATTENDING SUCH A DEBRIEFING MEETING.

46. LETTER OF AWARD

46.1 PRIOR TO THE EXPIRY OF THE TENDER VALIDITY PERIOD AND UPON EXPIRY OF THE STANDSTILL PERIOD SPECIFIED IN ITT 44.1 THE PROCURING ENTITY SHALL TRANSMIT THE LETTER OF AWARD TO THE SUCCESSFUL TENDERER. THE LETTER OF AWARD SHALL REQUEST THE SUCCESSFUL TENDERER TO FURNISH THE PROCURING ENTITY WITH A LETTER OF ACCEPTANCE OF OFFER, A FULLY FILLED BENEFICIAL OWNERSHIP INFORMATION (BOI) FORM AND PERFORMANCE SECURITY (WHERE APPLICABLE) WITHIN 21 DAYS OF THE DATE OF THE LETTER.

47. SIGNING OF CONTRACT

47.1 UPON THE EXPIRY OF THE FOURTEEN DAYS OF THE NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT AND UPON THE PARTIES MEETING THEIR RESPECTIVE STATUTORY REQUIREMENTS, THE PROCURING ENTITY SHALL SEND THE SUCCESSFUL TENDERER THE CONTRACT AGREEMENT.

47.2 WITHIN FOURTEEN (14) DAYS OF RECEIPT OF THE CONTRACT AGREEMENT, THE SUCCESSFUL TENDERER SHALL SIGN, DATE, AND RETURN IT TO THE PROCURING ENTITY.

47.3 THE WRITTEN CONTRACT SHALL BE ENTERED INTO WITHIN THE PERIOD SPECIFIED IN THE NOTIFICATION OF AWARD AND BEFORE EXPIRY OF THE TENDER VALIDITY PERIOD.

48. SIGNING OF CONTRACT

48.1 WITHIN TWENTY-EIGHT (28) DAYS OF CONCLUSION OF CONTRACT NEGOTIATIONS, THE SUCCESSFUL TENDERER SHALL SIGN, DATE, AND RETURN IT TO THE PROCURING ENTITY FOR SIGNATURE AND DISTRIBUTION.

49. PUBLICATION OF PROCUREMENT CONTRACT

49.1 WITHIN FOURTEEN DAYS AFTER SIGNING THE CONTRACT, THE PROCURING ENTITY SHALL PUBLISH THE AWARDED CONTRACT ON THE STATE TENDER PORTAL, ENTITY WEBSITE AND AT ITS NOTICE BOARDS. . AT THE MINIMUM, THE NOTICE SHALL CONTAIN THE FOLLOWING INFORMATION:

- A) NAME AND ADDRESS OF THE PROCURING ENTITY;
- B) NAME AND REFERENCE NUMBER OF THE CONTRACT BEING AWARDED, A SUMMARY OF ITS SCOPE AND THE SELECTION METHOD USED;
- C) THE NAME OF THE SUCCESSFUL TENDERER, THE FINAL TOTAL CONTRACT PRICE, THE CONTRACT DURATION.
- D) DATES OF SIGNATURE, COMMENCEMENT AND COMPLETION OF CONTRACT;
- E) NAMES OF ALL TENDERERS THAT SUBMITTED TENDERS, AND THEIR TENDER PRICES AS READ OUT AT TENDER OPENING.

49.2 ALL ACQUISITIONS OF BUILDING OR PUBLIC LAND WITH OR WITHOUT BUILDINGS SHALL BE NOTIFIED TO THE NATIONAL TREASURY OR RELEVANT COUNTY TREASURY.

50. PROCUREMENT RELATED COMPLAINTS AND ADMINISTRATIVE REVIEW

50.1 THE PROCEDURES FOR MAKING A PROCUREMENT-RELATED COMPLAINT ARE AVAILABLE ON THE PPRA WEBSITE WWW.PPRA.GO.KE

50.2 A REQUEST FOR ADMINISTRATIVE REVIEW SHALL BE MADE IN THE FORM PROVIDED UNDER CONTRACT FORMS.

SECTION II- TENDER DATA SHEET



Tender Data Sheet (TDS)

	ITT Reference & TDS Detail	Filled By	Value to be Auto Populated in Tender Document
ITT Reference	1. SCOPE OF TENDER 1.1 THE PROCURING ENTITY AS DEFINE IN THE TDS INVITES TENDERS FOR OFFER FOR SALE IMMOVABLE PROPERTY (IES) (LAND OR LAND AND BUILDINGS) AS SPECIFIED IN SECTION V, SCHEDULE OF REQUIREMENTS. THE NAME OF THE PROCURING ENTITY (THE PROCURING ENTITY), REFERENCE NUMBER AND DESCRIPTION OF THIS TENDER DOCUMENT ARE SPECIFIED IN THE TDS.	-	-
TDS Detail	THE NAME OF THE PROCURING ENTITY IS: <i>[INSERT NAME OF THE PROCURING ENTITY]</i>	Auto Populate	ENERGY & PETROLEUM REGULATORY AUTHORITY
TDS Detail	THE REFERENCE NUMBER OF TENDERS IS: <i>[INSERT REFERENCE NUMBER OF THE REQUEST FOR TENDERS]</i>	Auto Populate	EPRA/890/0001 /2026-27
TDS Detail	THE NAME OF THE CONTRACT IS: <i>[INSERT NAME OF THE ITT]</i>	Auto Populate	EPRA/890/0001 /2026-27

ITT Reference	1.2 USE OF ELECTRONIC PROCUREMENT SYSTEM WHERE APPLICABLE, THE PROCURING ENTITY SHALL USE AN ELECTRONIC-PROCUREMENT SYSTEM TO MANAGE THE TENDERING PROCESS AS SPECIFIED IN THE TDS .	-	-
TDS Detail	<i>[DELETE IF NOT APPLICABLE]</i> ELECTRONIC –PROCUREMENT SYSTEM	Auto Populate	https://egpkenya.go.ke/login
TDS Detail	THE PROCURING ENTITY SHALL USE THE FOLLOWING ELECTRONIC-PROCUREMENT SYSTEM TO MANAGE THIS TENDERING PROCESS: <i>[INSERT NAME OF THE E-SYSTEM AND FULL ADDRESS OR LINK]</i>	Auto Populate	https://egpkenya.go.ke/login

ITT Reference	2. DEFINITIONS 2.1 THROUGHOUT THIS TENDERING DOCUMENT: THE TERM “IN WRITING” MEANS COMMUNICATED IN WRITTEN FORM (E.G. BY MAIL, E-MAIL, INCLUDING IF SPECIFIED IN THE TDS, DISTRIBUTED OR RECEIVED THROUGH THE ELECTRONIC-PROCUREMENT SYSTEM USED BY THE PROCURING ENTITY) WITH PROOF OF RECEIPT; IF THE CONTEXT SO REQUIRES, “SINGULAR” MEANS “PLURAL” AND VICE VERSA; “DAY” MEANS CALENDAR DAY, UNLESS OTHERWISE SPECIFIED AS “BUSINESS DAY”. A BUSINESS DAY IS ANY DAY THAT IS AN OFFICIAL WORKING DAY OF THE PROCURING ENTITY. IT EXCLUDES OFFICIAL PUBLIC HOLIDAYS.	-	-
TDS Detail	THE ELECTRONIC-PROCUREMENT SYSTEM SHALL BE USED TO MANAGE THE FOLLOWING ASPECTS OF THE TENDERING PROCESS: <i>[LIST ASPECTS HERE AND MODIFY THE RELEVANT PARTS OF THE TDS ACCORDINGLY E. G, SUBMISSIONS OF TENDERS, OPENING OF TENDERS</i>	Manual Input	<i>SUBMISSIONS OF TENDERS, OPENING OF TENDERS, EVALUATION OF TENDERS, CONTRACTING</i>
TDS Detail	ISSUING TENDERING DOCUMENT	Auto Populate	https://egpkenya.go.ke/login
TDS Detail	SUBMISSIONS OF TENDERS	Auto Populate	27/10/2026 16:31:00
TDS Detail	OPENING OF TENDERS	Auto Populate	17/11/2026 11:31:00

ITT Reference	7. CLARIFICATION OF TENDERING DOCUMENT AND PRE-TENDER CONFERENCE 7.1 A TENDERER REQUIRING ANY CLARIFICATION OF THE TENDERING DOCUMENT SHALL CONTACT THE PROCURING ENTITY IN WRITING AT THE PROCURING ENTITY'S ADDRESS SPECIFIED IN THE TDS. THE PROCURING ENTITY WILL RESPOND IN WRITING TO ANY REQUEST FOR CLARIFICATION, PROVIDED THAT SUCH REQUEST IS RECEIVED PRIOR TO THE DEADLINE FOR SUBMISSION OF TENDERS WITHIN A PERIOD SPECIFIED IN THE TDS. THE PROCURING ENTITY SHALL FORWARD COPIES OF ITS RESPONSE TO ALL TENDERERS WHO HAVE ACQUIRED THE TENDERING DOCUMENT IN ACCORDANCE WITH ITT 6.3, INCLUDING DESCRIPTION OF THE INQUIRY BUT WITHOUT IDENTIFYING ITS SOURCE. IF SO SPECIFIED IN THE TDS, THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH ITS RESPONSE AT THE WEB PAGE IDENTIFIED IN THE TDS AND THE STATE PORTAL, SHOULD THE CLARIFICATION RESULT IN CHANGES TO THE ESSENTIAL ELEMENTS OF THE TENDERING DOCUMENT, THE PROCURING ENTITY SHALL AMEND THE TENDERING DOCUMENT FOLLOWING THE PROCEDURE UNDER ITT 7 AND ITT 22.2.	-	-
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TDS Detail	FOR CLARIFICATION OF TENDER PURPOSES ONLY, THE PROCURING ENTITY'S ADDRESS IS: ATTENTION: _____ <i>[INSERT FULL NAME OF PERSON, IF APPLICABLE]</i>	Manual Input	ENERGY & PETROLEUM REGULATORY AUTHORITY EAGLE AFRICA CENTRE, LONGONOT ROAD, UPPERHILL P.O BOX 42681-00100, NAIROBI 4TH FLOOR
TDS Detail	POSTAL ADDRESS: _____ <i>[INSERT ADDRESS]</i>	Auto Populate	00100
TDS Detail	PHYSICAL ADDRESS: _____ <i>[CITY, STREET, BUILDING NAME, FLOOR NUMBER AND ROOM NUMBER].</i>	Auto Populate	EAGLE AFRICA CENTRE LONGONOT RD, UPPERHILL,
TDS Detail	TELEPHONE: _____ <i>[INSERT TELEPHONE NUMBER, INCLUDING COUNTRY AND CITY CODES]</i> ELECTRONIC MAIL ADDRESS: <i>[INSERT EMAIL ADDRESS, IF APPLICABLE]</i>	Manual Input	TEL: +254-20-2847000/200 PROCUREMENTGRP@EPRA.GO.KE
TDS Detail	REQUESTS FOR CLARIFICATION SHOULD BE RECEIVED BY THE PROCURING ENTITY NO LATER THAN: _____ <i>[INSERT NO. OF DAYS].</i>	Manual Input	12TH NOVEMBER, 2026

TDS Detail	THE PROCURING ENTITY SHALL PUBLISH ITS RESPONSE AT THE IN THE STATE TENDER PORTAL AND ITS WEBSITE AT; _____ <i>[IN CASE USED, IDENTIFY THE WEBSITE WITH FREE ACCESS WHERE TENDERING PROCESS INFORMATION IS PUBLISHED]</i>	Manual Input	HTTPS://WWW.EPRA.GO.KE
ITT Reference	7.2 THE PROCURING ENTITY SHALL SPECIFY IN THE TDS IF A PRE-TENDER MEETING WILL BE HELD, WHEN AND WHERE. THE TENDERER'S DESIGNATED REPRESENTATIVE IS INVITED TO ATTEND A PRE-TENDER MEETING. THE PURPOSE OF THE MEETING WILL BE TO CLARIFY ISSUES AND TO ANSWER QUESTIONS ON ANY MATTER THAT MAY BE RAISED AT THAT STAGE.	-	-
TDS Detail	A PRE-TENDER MEETING WILL BE HELD/ WILL NOT BE HELD (SELECT ONE),	Manual Input	WILL NOT BE HELD
TDS Detail	HELD ON _____ (DATE AND TIME)	Auto Populate	Not Applicable
TDS Detail	HELD AT _____ (SPECIFY CITY, STREET, BUILDING, FLOOR AND ROOM NUMBER) OR A LINK IF THE MEETING WILL BE HELD VIRTUALLY)	Auto Populate	Not Applicable
ITT Reference	7.3 THE TENDERER IS REQUESTED TO SUBMIT ANY QUESTIONS IN WRITING, TO REACH THE PROCURING ENTITY NOT LATER THAN THE PERIOD SPECIFIED IN THE TDS BEFORE THE PRE-TENDER MEETING.	-	-

TDS Detail	THE TENDERER IS REQUESTED TO SUBMIT ANY QUESTIONS IN WRITING, TO REACH THE PROCURING ENTITY NOT LATER THAN _____ (DATE AND TIME)	Manual Input	12TH NOVEMBER, 2026
ITT Reference	7.5 THE PROCURING ENTITY SHALL ALSO PROMPTLY PUBLISH ANONYMIZED (NO NAMES) MINUTES OF THE PRE-TENDER MEETING ON THE STATE PORTAL AND THE WEB SITE IDENTIFIED IN THE TDS . ANY MODIFICATION TO THE TENDER DOCUMENTS THAT MAY BECOME NECESSARY AS A RESULT OF THE PRE-TENDER MEETING SHALL BE MADE BY THE PROCURING ENTITY EXCLUSIVELY THROUGH THE ISSUE OF AN ADDENDUM PURSUANT TO ITT 7 AND NOT THROUGH THE MINUTES OF THE PRE-TENDER CONFERENCE. NON-ATTENDANCE AT THE PRE-TENDER CONFERENCE WILL NOT BE A CAUSE FOR DISQUALIFICATION OF A TENDERER.	-	-
TDS Detail	THE PROCURING ENTITY SHALL PUBLISH MINUTES OF THE PRE-TENDER MEETING IN THE STATE TENDER PORTAL AND ITS WEBSITE AT; _____ _____	Manual Input	NOT APPLICABLE
ITT Reference	11. DOCUMENTS COMPRISING THE TENDER H) ANY OTHER DOCUMENT REQUIRED IN THE TDS .	-	-
TDS Detail		Manual Input	

THE TENDERER SHALL SUBMIT THE FOLLOWING ADDITIONAL DOCUMENTS IN ITS TENDER: *[LIST ANY ADDITIONAL DOCUMENT NOT ALREADY LISTED IN ITT 11.1 THAT MUST BE SUBMITTED WITH THE TENDER]*

1. COPY OF CERTIFICATE OF INCORPORATION OR REGISTRATION FOR THE BIDDER (THE COMPANY SUBMITTING THE TENDER) OR COPY OF NATIONAL ID /LETTER OF ADMINISTRATION WHERE THE TENDERER IS INDIVIDUAL LANDLORD.

2. A COPY OF VALID TAX COMPLIANCE CERTIFICATE FROM THE KRA

3. COPIES OF VALID OWNERSHIP DOCUMENTS INCLUDING DULY REGISTERED TITLE DEED.

4. LATEST CR 12
CERTIFICATE (NOT
LESS THAN 6
MONTHS IF
OWNED BY A
COMPANY),
NATIONAL
IDENTIFICATION
DOCUMENTS OF
THE DIRECTORS
AND VALID TAX
COMPLIANCE
CERTIFICATE OF
THE COMPANY.

5. SELF-
DECLARATION
THAT THE
BUILDING IS FREE
FROM ANY
FINANCIAL OR
LEGAL
ENCUMBRANCE
AND NOT SITTING
IN A RIPARIAN
LAND.

6.
CONFIRMATION
OF UPDATED
LAND RATES
PAYMENT FROM
COUNTY
GOVERNMENT.
(PROVIDE A
COMPLIANCE
CERTIFICATE
FROM THE
COUNTY
GOVERNMENT)

7.
CONFIRMATION
OF COMPLIANCE
WITH THE
OCCUPATIONAL
SAFETY AND
HEALTH
REQUIREMENTS
FROM DOSHS

			8. AGENTS SHARING DETAILS MUST BE REGISTERED WITH THE ESTATE AGENTS REGISTRATION BOARD (EARB) AND BE MEMBERS OF THE INSTITUTION OF SURVEYORS OF KENYA (ISK). (ATTACH PROOF OF VALID MEMBERSHIP)
ITT Reference	12. FORM OF TENDER AND PRICE SCHEDULES 12.2 THE TENDERER SHOULD NOTE THAT THE PROCURING ENTITY WILL INDICATE THE TYPE OF PROPERTY REQUIRED AND LOCATIONS WHERE SUCH PROPERTY SHOULD BE LOCATED. A TENDERER CAN SUBMIT AS MANY TENDERS AS THERE ARE SUCH PROPERTIES IN THE STATED LOCATIONS THAT THE TENDERER WISHES TO OFFER. IN THE CASE OF LAND, THE ACREAGE OF LAND STATED IN THE SCHEDULE OF REQUIREMENTS CAN BE PLUS OR MINUS THE PERCENTAGE SPECIFIED IN THE TDS.	-	-

TDS Detail	THE ACREAGE OF LAND STATED IN THE SCHEDULE OF REQUIREMENTS CAN BE PLUS OR MINUS _____ PERCENTAGE OF THE SPECIFIED ACREAGE.	Manual Input	NOT APPLICABLE
ITT Reference	15. CURRENCIES OF TENDER AND PAYMENT 15.1 THE CURRENCY (IES) OF THE TENDER AND THE CURRENCY (IES) OF PAYMENTS SHALL BE THE SAME. THE TENDERER SHALL QUOTE IN THE CURRENCY OF THE COUNTRY IN WHICH THE PROPERTY IS LOCATED UNLESS OTHERWISE SPECIFIED IN THE TDS.	-	-
TDS Detail	THE TENDERER SHALL QUOTE IN _____ (NAME THE CURRENCY). <i>(THIS PROVISION WILL ENSURE TENDERS FOR PROPERTIES LOCATED IN KENYA WILL BE IN KENYA SHILLINGS)</i>	Auto Populate	Kenyan Shilling (KSH)
ITT Reference	18. PERIOD OF VALIDITY OF TENDERS 18.1 TENDERS SHALL REMAIN VALID FOR THE TENDER VALIDITY PERIOD SPECIFIED IN THE TDS. THE TENDER VALIDITY PERIOD STARTS FROM THE DATE FIXED FOR THE TENDER SUBMISSION DEADLINE (AS PRESCRIBED BY THE PROCURING ENTITY IN ACCORDANCE WITH ITT 22.1). A TENDER VALID FOR A SHORTER PERIOD SHALL BE REJECTED BY THE PROCURING ENTITY AS NON-RESPONSIVE.	-	-

TDS Detail	THE TENDER VALIDITY PERIOD SHALL BE [INSERT A NUMBER OF DAYS THAT IS A MULTIPLE OF SEVEN COUNTING AS OF THE DEADLINE FOR TENDER SUBMISSION] DAYS. (A PERIOD OF NOT LESS THAN 180 DAYS IS RECOMMENDED FOR THESE TYPES OF CONTRACTS GIVEN THE TIME TAKEN TO NEGOTIATE AND REGISTER THE PROPERTY)	Auto Populate	210
ITT Reference	19. TENDER SECURITY 19.1 THE TENDERER SHALL FURNISH AS PART OF ITS TENDER, EITHER A TENDER-SECURING DECLARATION OR A TENDER SECURITY, AS SPECIFIED IN THE TDS , IN ORIGINAL FORM AND, IN THE CASE OF A TENDER SECURITY, IN THE AMOUNT AND CURRENCY SPECIFIED IN THE TDS. IN THIS CASE A TENDER-SECURING DECLARATION OR A TENDER SECURITY SHALL BE FOR EACH ITEM. ALTERNATIVELY, A TENDERER MAY AGGREGATE ALL THE ITEMS TENDERED FOR AND PROVIDE ONE TENDER-SECURING DECLARATION OR A TENDER SECURITY IN THE REQUIRED AMOUNTS, AS THE CASE MAY BE.	-	-
TDS Detail	A TENDER SECURITY [INSERT “SHALL BE” OR “SHALL NOT BE”] REQUIRED.	Manual Input	SHALL BE
TDS Detail	IF A TENDER SECURITY IS REQUIRED, THE AMOUNT SHALL BE	Auto Populate	1000000.00
TDS Detail	IF A TENDER SECURITY IS REQUIRED, THE CURRENCY OF THE TENDER SECURITY SHALL BE	Auto Populate	Kenyan Shilling (KSH)

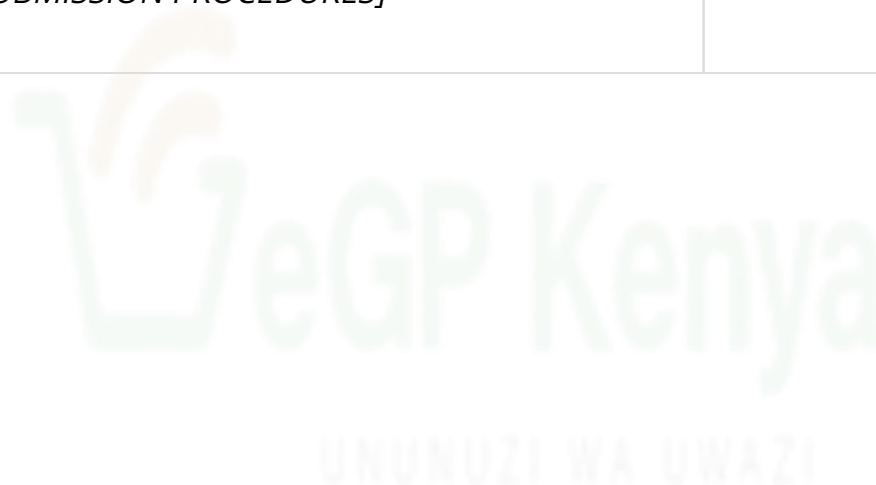
ITT Reference	20. FORMAT AND SIGNING OF TENDER 20.1 THE TENDERER SHALL PREPARE ONE ORIGINAL OF THE DOCUMENTS COMPRISING THE TENDER AS DESCRIBED IN ITT 11 AND CLEARLY MARK IT "ORIGINAL." IN ADDITION, THE TENDERER SHALL SUBMIT COPIES OF THE TENDER, IN THE NUMBER SPECIFIED IN THE TDS AND CLEARLY MARK THEM "COPY." IN THE EVENT OF ANY DISCREPANCY BETWEEN THE ORIGINAL AND THE COPIES, THE ORIGINAL SHALL PREVAIL. SUBMISSION OF COPIES OF THE TENDER SHALL NOT APPLY FOR ELECTRONIC PROCUREMENT SYSTEM.	-	-
TDS Detail	IN ADDITION TO THE ORIGINAL OF THE TENDER, THE NUMBER OF COPIES IS (<i>MAXIMUM OF TWO COPIES</i>)	Manual Input	NOT APPLICABLE
ITT Reference	20.3 THE ORIGINAL AND ALL COPIES OF THE TENDER SHALL BE TYPED OR WRITTEN IN INDELIBLE INK AND SHALL BE SIGNED BY A PERSON DULY AUTHORIZED TO SIGN ON BEHALF OF THE TENDERER. THIS AUTHORIZATION SHALL CONSIST OF A WRITTEN CONFIRMATION AS SPECIFIED IN THE TDS AND SHALL BE ATTACHED TO THE TENDER. THEN AMEND POSITION HELD BY EACH PERSON SIGNING THE AUTHORIZATION MUST BE TYPED OR PRINTED BELOW THE SIGNATURE. ALL PAGES OF THE TENDER WHERE ENTRIES OR AMENDMENTS HAVE BEEN MADE SHALL BE SIGNED OR INITIALIZED BY THE PERSON SIGNING THE TENDER.	-	-

TDS Detail	THE WRITTEN CONFIRMATION OF AUTHORIZATION TO SIGN ON BEHALF OF THE TENDERER SHALL CONSIST OF: <i>[INSERT THE NAME AND DESCRIPTION OF THE DOCUMENTATION REQUIRED TO DEMONSTRATE THE AUTHORITY OF THE SIGNATORY TO SIGN THE TENDER].IN CASE OF SOLE PROPRIETOR, IT SHALL BE A DULLY SIGNED</i>	Manual Input	POWER OF ATTORNEY CERTIFIED BY COMMISSIONER OF OATHS
ITT Reference	22. DEADLINE FOR SUBMISSION OF TENDERS 22.1 TENDERS MUST BE RECEIVED BY THE PROCURING ENTITY AT THE ADDRESS AND NO LATER THAN THE DATE AND TIME SPECIFIED IN THE TDS. WHEN SO SPECIFIED IN THE TDS, TENDERERS SHALL HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. TENDERERS SUBMITTING TENDERS ELECTRONICALLY SHALL FOLLOW THE ELECTRONIC TENDER SUBMISSION PROCEDURES SPECIFIED IN THE TDS. [NOTE: THE DATE AND TIME SHOULD BE THE SAME AS THOSE PROVIDED IN THE SPECIFIC PROCUREMENT NOTICE - REQUEST FOR TENDERS, UNLESS SUBSEQUENTLY AMENDED PURSUANT TO ITT 22.2.] [NOTE: THE FOLLOWING PROVISION SHOULD BE INCLUDED AND THE REQUIRED CORRESPONDING INFORMATION INSERTED ONLY IF TENDERERS HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. OTHERWISE OMIT].	-	-

TDS Detail	FOR TENDER SUBMISSION PURPOSES ONLY, THE PROCURING ENTITY'S ADDRESS IS: <i>[THIS ADDRESS MAY BE THE SAME AS OR DIFFERENT FROM THAT SPECIFIED UNDER PROVISION ITT 7.1 FOR CLARIFICATIONS]</i>	Auto Populate	EAGLE AFRICA CENTRE LONGONOT RD, UPPERHILL,
TDS Detail	ATTENTION: [<i>[INSERT THE TITLE ACCOUNTING OFFICER]</i>]	Manual Input	THE DIRECTOR GE NERAL ENERGY AND PETR OLEUM REGULAT ORY AUTHORITY EAGLE AFRICA CE NTRE, LONGONOT ROAD UPPERHILL P.O. BOX 42681 – 00100 NAIROBI, KENYA TEL: +254-20- 2847000 /200; FAX: +254- 20-2717603
TDS Detail	POSTAL ADDRESS: <i>[INSERT ADDRESS]</i>	Auto Populate	00100

TDS Detail	PHYSICAL ADDRESS: CITY, STREET, BUILDING NAME, FLOOR NUMBER AND ROOM NUMBER.	Manual Input	ENERGY AND PETROLEUM REGULATORY AUTHORITY 1ST FLOOR, HEARING ROOM, EAGLE AFRICA CENTRE, LONGONOT ROAD UPPERHILL, P.O. BOX 42681 – 00100 NAIROBI, KENYA
TDS Detail	TELEPHONE: <i>[INSERT TELEPHONE NUMBER, INCLUDING COUNTRY AND CITY CODES]</i>	Manual Input	TEL: +254-20-2847000/200
TDS Detail	ELECTRONIC MAIL ADDRESS: <i>[INSERT EMAIL ADDRESS, IF APPLICABLE]</i>	Manual Input	PROCUREMENTGRP@EPRA.GO.KE
TDS Detail	THE DEADLINE FOR TENDER SUBMISSION IS: DATE: [INSERT DAY, MONTH, AND YEAR, E.G. 15 JUNE, 2008] TIME: [INSERT TIME, AND IDENTIFY IF A.M. OR P.M., AND TIME ZONE E.G. 10:30 A.M.] <i>[NOTE: THE DATE AND TIME SHOULD BE THE SAME AS THOSE PROVIDED IN THE SPECIFIC PROCUREMENT NOTICE - REQUEST FOR TENDERS, UNLESS SUBSEQUENTLY AMENDED PURSUANT TO ITT 22.2.]</i>	Auto Populate	17/11/2026 11:30:00

TDS Detail	TENDERERS [INSERT “SHALL” OR “SHALL NOT”] HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. <i>[NOTE: THE FOLLOWING PROVISION SHOULD BE INCLUDED AND THE REQUIRED CORRESPONDING INFORMATION INSERTED ONLY IF TENDERERS HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. OTHERWISE OMIT.]</i>	Auto Populate	https://egpkenya.go.ke/login
TDS Detail	THE ELECTRONIC TENDERING SUBMISSION PROCEDURES SHALL BE: <i>[INSERT A DESCRIPTION OF THE ELECTRONIC TENDERING SUBMISSION PROCEDURES]</i>	Auto Populate	https://egpkenya.go.ke/login



ITT Reference	25. TENDER OPENING 25.1 EXCEPT ABS IN THE CASES SPECIFIED IN ITT 23 AND ITT 24.2, THE PROCURING ENTITY SHALL, AT THE TENDER OPENING, PUBLICLY OPEN AND READ OUT ALL TENDERS RECEIVED BY THE DEADLINE AT THE DATE, TIME AND PLACE SPECIFIED IN THE TDS IN THE PRESENCE OF TENDERERS' DESIGNATED REPRESENTATIVES WHO CHOOSES TO ATTEND ANY SPECIFIC ELECTRONIC TENDER OPENING PROCEDURES REQUIRED IF ELECTRONIC TENDERING IS PERMITTED IN ACCORDANCE WITH ITT 22.1, SHALL BE AS SPECIFIED IN THE TDS. <i>[NOTE: THE FOLLOWING PROVISION SHOULD BE INCLUDED AND THE REQUIRED CORRESPONDING INFORMATION INSERTED ONLY IF TENDERERS HAVE THE OPTION OF SUBMITTING THEIR TENDERS ELECTRONICALLY. OTHERWISE OMIT.]</i>	-	-
TDS Detail	THE TENDER OPENING SHALL TAKE PLACE AT: PHYSICAL ADDRESS: <i>CITY, STREET, BUILDING NAME, FLOOR NUMBER AND ROOM NUMBER.</i>	Manual Input	ENERGY AND PETROLEUM REGULATORY AUTHORITY 1ST FLOOR, HEARING ROOM, EAGLE AFRICA CENTRE, LONGONOT ROAD UPPERHILL, P.O. BOX 42681 – 00100 NAIROBI, KENYA

TDS Detail	DATE: <i>[INSERT DAY, MONTH, AND YEAR, E.G. 15 JUNE 2008]</i> TIME: <i>[INSERT TIME, AND IDENTIFY IF A.M. OR P.M. E.G. 10:30 A.M.]</i> <i>[DATE AND TIME SHOULD BE THE SAME AS THOSE GIVEN FOR THE DEADLINE FOR SUBMISSION OF TENDERS (ITT 22).]</i>	Auto Populate	17/11/2026 11:31:00
TDS Detail	THE ELECTRONIC TENDER OPENING PROCEDURES SHALL BE: <i>[INSERT A DESCRIPTION OF THE ELECTRONIC TENDER OPENING PROCEDURES.]</i>	Manual Input	AS SPECIFIED IN ITT
ITT Reference	25.6 ONLY TENDERS AND DISCOUNTS THAT ARE OPENED AND READ OUT AT TENDER OPENING SHALL BE CONSIDERED FURTHER IN THE EVALUATION. THE FORM OF TENDER AND THE PRICE SCHEDULES ARE TO BE INITIALIZED BY REPRESENTATIVES OF THE PROCURING ENTITY ATTENDING TENDER OPENING IN THE MANNER SPECIFIED IN THE TDS.	-	-
TDS Detail	THE FORM OF TENDER AND PRICE SCHEDULES SHALL BE INITIALED BY _____ <i>[INSERT NUMBER]</i>	Manual Input	MEMBERS OF THE TENDER OPENING COMMITTEE

TDS Detail	REPRESENTATIVES OF THE PROCURING ENTITY CONDUCTING TENDER OPENING. _____ <i>[INSERT PROCEDURE: EXAMPLE: EACH TENDER SHALL BE INITIALED BY ALL REPRESENTATIVES AND SHALL BE NUMBERED, ANY MODIFICATION TO THE UNIT OR TOTAL PRICE SHALL BE INITIALED BY THE REPRESENTATIVE OF THE PROCURING ENTITY, ETC.]</i>	Manual Input	MEMBERS OF THE TENDER OPENING COMMITTEE
ITT Reference	32. CONVERSION TO SINGLE CURRENCY 32.1 FOR EVALUATION AND COMPARISON PURPOSES, THE CURRENCY (IES) OF THE TENDER SHALL BE CONVERTED TO A SINGLE CURRENCY AS SPECIFIED IN THE TDS.	-	-
TDS Detail	THE EVALUATION AND COMPARISON THE CURRENCY SHALL BE KENYA SHILLINGS.	Manual Input	KENYA SHILLINGS
TDS Detail	THE CURRENCY THAT SHALL BE USED FOR TENDER EVALUATION AND COMPARISON PURPOSES TO CONVERT AT THE SELLING EXCHANGE RATE ALL TENDER PRICES EXPRESSED IN VARIOUS CURRENCIES INTO A SINGLE CURRENCY IS: _____ <i>[INSERT NAME OF CURRENCY]</i>	Auto Populate	Kenyan Shilling (KSH)

TDS Detail	THE SOURCE OF EXCHANGE RATE SHALL BE: _____ <i>[INSERT NAME OF THE SOURCE OF EXCHANGE RATES (E.G., THE CENTRAL BANK IN KENYA.)]</i>	Manual Input	NOT APPLICABLE
TDS Detail	THE DATE FOR THE EXCHANGE RATE SHALL BE: _____ <i>[INSERT DAY, MONTH AND YEAR, E.G. THE DEADLINE FOR SUBMISSION OF THE TENDERS].</i>	Manual Input	NOT APPLICABLE
ITT Reference	34. EVALUATION OF TENDERS 34.2 PRICE EVALUATION WILL BE DONE FOR ITEMS SPECIFIED IN THE TDS; AND THE TENDER PRICE AS QUOTED IN ACCORDANCE WITH ITT14. TO EVALUATE A TENDER, THE PROCURING ENTITY SHALL CONSIDER THE FOLLOWING:	-	-
TDS Detail	PRICE EVALUATION WILL BE DONE FOR THE FOLLOWING ITEMS: _____ _____	Manual Input	THE PURCHASE PRICE OF THE BUILDING
ITT Reference	E) ANY ADDITIONAL EVALUATION FACTORS SPECIFIED IN THE TDS AND SECTION III, EVALUATION AND QUALIFICATION CRITERIA	-	-

TDS Detail	THE ADDITIONAL EVALUATION FACTORS SHALL BE _____ _____	Manual Input	SPECIFIED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA.
ITT Reference	34.6 THE PROCURING ENTITY'S EVALUATION OF A TENDER MAY REQUIRE THE CONSIDERATION OF OTHER FACTORS, IN ADDITION TO THE TENDER PRICE QUOTED. THESE FACTORS SHALL BE SPECIFIED IN THE TDS AND SHALL BE EXPRESSED IN MONETARY TERMS TO FACILITATE COMPARISON OF TENDERS. ANY ADDITIONAL CRITERIA AND METHODOLOGIES TO BE USED SHALL BE AS SPECIFIED IN ITT 34.2 (E).	-	-
TDS Detail	SPECIFY ANY ADDITIONAL CRITERIA AND METHODOLOGIES TO BE USED	Manual Input	SPECIFIED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA.
ITT Reference	41. NEGOTIATIONS 41.1 THE NEGOTIATIONS WILL BE HELD AT THE PLACE INDICATED IN THE TDS WITH THE TENDERER'S REPRESENTATIVE(S) WHO MUST HAVE WRITTEN POWER OF ATTORNEY TO NEGOTIATE AND SIGN A CONTRACT ON BEHALF OF THE TENDERER. THE PROCURING ENTITY WILL CONSTITUTE A TEAM TO NEGOTIATE A CONTRACT, WHICH TEAM SHALL INCLUDE REPRESENTATION FROM THE EXPERT FIRM(S) REFERRED TO IN ITT 34.1.	-	-

TDS Detail	THE NEGOTIATIONS WILL BE HELD AT _____ (SPECIFY THE CITY, LOCATION AND COUNTRY)	Manual Input	NAIROBI, KENYA
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SECTION III-EVALUATION AND QUALIFICATION CRITERIA

Evaluation and Qualification Criteria

Detail

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

Evaluation Type :-

1. GENERAL PROVISION

Evaluation Type :-

1.1 WHEREVER A TENDERER IS REQUIRED TO STATE A MONETARY AMOUNT, TENDERERS SHOULD INDICATE THE KENYA SHILLING EQUIVALENT USING THE RATE OF EXCHANGE FROM THE PUBLICLY AVAILABLE SOURCE IDENTIFIED IN THE ITT. ANY ERROR IN DETERMINING THE EXCHANGE RATES IN THE TENDER MAY BE CORRECTED BY THE PROCURING ENTITY.

1.2 THIS SECTION CONTAINS THE CRITERIA THAT THE EMPLOYER SHALL USE TO EVALUATE TENDER AND QUALIFY TENDERERS. NO OTHER FACTORS, METHODS OR CRITERIA SHALL BE USED OTHER THAN SPECIFIED IN THIS TENDER DOCUMENT. THE TENDERER SHALL PROVIDE ALL THE INFORMATION REQUESTED IN THE FORMS INCLUDED IN SECTION IV, TENDERING FORMS. THE PROCURING ENTITY SHOULD USE **THE STANDARD TENDER EVALUATION REPORT FOR GOODS AND WORKS** FOR EVALUATING TENDERS.

1.3 EVALUATION AND CONTRACT AWARD CRITERIA THE PROCURING ENTITY SHALL USE THE CRITERIA AND METHODOLOGIES LISTED IN THIS SECTION TO EVALUATE TENDERS AND ARRIVE AT THE LOWEST EVALUATED TENDER. THE TENDER THAT (I) MEETS THE QUALIFICATION CRITERIA, (II) HAS BEEN DETERMINED TO BE SUBSTANTIALLY RESPONSIVE TO THE TENDER DOCUMENTS, AND (III) IS DETERMINED TO HAVE THE LOWEST EVALUATED TENDER PRICE SHALL BE SELECTED FOR AWARD OF CONTRACT.

Evaluation Type :-

2. TENDER EVALUATION (ITT 34)

Evaluation Type :-

PRICE EVALUATION: IN ADDITION TO THE CRITERIA LISTED IN ITT 34.2 (A) – (E) THE FOLLOWING CRITERIA SHALL APPLY:

A) ANY ADDITIONAL EVALUATION FACTORS AS PER ITT 34.2 (D) SPECIFIED AS FOLLOWS:

Evaluation Type :-

B) PREPARE A DETAILED INSPECTION AND A COMMERCIAL VALUE OF TENDERED PROPERTIES PURSUANT TO ITT 32.

Evaluation Type :-

C) CONDUCT NEGOTIATIONS WITH THE LOWEST EVALUATED TENDERER PURSUANT TO ITT 39 AND 40.

Evaluation Type :-

2.1. EVALUATION OF TENDERS

Evaluation Type :-

2.1.1. PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

Evaluation Type :-

THE PROCURING ENTITY WILL START BY EXAMINING ALL TENDERS TO ENSURE THEY MEET IN ALL RESPECTS THE ELIGIBILITY CRITERIA AND OTHER MANDATORY IN THE ITT, AND THAT THE TENDER IS COMPLETE IN ALL ASPECTS MEETING THE REQUIREMENTS FOR IN IN THE PRELIMINARY EVALUATION CRITERIA OUTLINED BELOW. TENDERS THAT DO NOT PASS THE PRELIMINARY EXAMINATION WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FURTHER.

NO.	DESCRIPTION
1	SUBMIT A COPY OF CERTIFICATE OF INCORPORATION OR REGISTRATION FOR THE BIDDER (THE COMPANY SUBMITTING THE TENDER) OR COPY OF NATIONAL ID/LETTER OF ADMINISTRATION WHERE THE TENDERER IS INDIVIDUAL LANDLORD.
2	SUBMIT A COPY OF VALID TAX COMPLIANCE CERTIFICATE FROM THE KRA FOR THE BIDDER (THE COMPANY SUBMITTING THE TENDER).
3	PROOF OF OWNERSHIP OF THE PREMISES I.E. COPIES OF VALID OWNERSHIP DOCUMENTS INCLUDING DULY REGISTERED TITLE DEED.
4	THE PROPERTY OWNER(S) MUST HAVE VALID IDENTIFICATION DOCUMENTS. ATTACH LATEST CR 12 CERTIFICATE (NOT LESS THAN 6 MONTHS IF OWNED BY A COMPANY), NATIONAL IDENTIFICATION DOCUMENTS OF THE DIRECTORS AND VALID TAX COMPLIANCE CERTIFICATE OF THE COMPANY.
5	THE PROPERTY OWNER SHOULD PROVIDE A SELF-DECLARATION THAT THE BUILDING IS FREE FROM ANY FINANCIAL OR LEGAL ENCUMBRANCE AND NOT SITTING IN A RIPARIAN LAND.
6	CONFIRMATION OF UPDATED LAND RATES PAYMENT FROM COUNTY GOVERNMENT. (PROVIDE A COMPLIANCE CERTIFICATE FROM THE COUNTY GOVERNMENT)
7	THE OFFICE BUILDING SHOULD HAVE A MINIMUM LETTABLE AREA OF 100,000SQ.FT.
8	LOCATED IN NAIROBI CITY COUNTY AND ITS ENVIRONS. THIS INCLUDES UPPER HILL AREA, WESTLANDS, ALONG NGONG ROAD AND NAIROBI CENTRAL BUSINESS DISTRICT (CBD), PREFERABLY WITH PROXIMITY TO OTHER GOVERNMENT OFFICES/AGENCIES.
9	THE BUILDING SHOULD HAVE ADEQUATE AND MODERN LIFTS /ELEVATORS IF THE SPACE IS ON A HIGHER FLOOR THAN THE GROUND FLOOR.
10	THE BUILDING SHOULD BE WELL SERVED WITH ADEQUATE PUBLIC AND MAJOR ROADS FOR EASE OF ACCESS TO AND FROM THE CENTRAL BUSINESS DISTRICT (CBD) AND OTHER PARTS OF NAIROBI.
11	MINIMUM LAND COVERAGE OF THE PROPERTY OF THREE-QUARTER (¾) OF AN ACRE.
12	HAVE PROVISION OF PARKING SPACES FOR VEHICLES OF A MINIMUM OF 60 SPACES.
13	CONFIRMATION OF COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS FROM DOSHS (WORKPLACE REGISTRATION CERTIFICATE TO BE PROVIDED).
14	AGENTS SHARING DETAILS MUST BE REGISTERED WITH THE ESTATE AGENTS REGISTRATION BOARD (EARB) AND BE MEMBERS OF THE INSTITUTION OF SURVEYORS OF KENYA (ISK). (ATTACH PROOF OF VALID MEMBERSHIP)
15	TENDER SECURITY SHALL BE IN THE ORIGINAL FORM AMOUNTING TO KENYA SHILLINGS ONE MILLION ONLY (KSHS. 1,000,000.00) VALID FOR A PERIOD OF 30 DAYS BEYOND THE TENDER VALIDITY PERIOD

Evaluation Type : Mandatory Evaluation Requirement

2.1.2. EVALUATION OF TECHNICAL ASPECTS OF THE TENDER

Evaluation Type :-

THE PROCURING ENTITY SHALL EVALUATE THE TECHNICAL ASPECTS OF THE TENDER TO DETERMINE COMPLIANCE WITH THE PROCURING ENTITY'S REQUIREMENTS UNDER SECTION V 'SCHEDULE OF REQUIREMENT' AND WHETHER THE TENDERS ARE SUBSTANTIALLY RESPONSIVE TO THE TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS.

S /	ITEM DESCRIPTION	M	S
A	LOCATION	4	0
	1. THE OFFICE BUILDING SHOULD BE LOCATED IN NAIROBI CITY COUNTY AND ITS ENVIRONS. THIS INCLUDES UPPER HILL AREA, WESTLANDS, ALONG NGONG ROAD AND NAIROBI CENTRAL BUSINESS DISTRICT (CBD).	2	0
	2. UPPER HILL (20 MARKS)		
	3. OTHERS (WESTLANDS, ALONG NGONG ROAD, NAIROBI CBD (15 MARKS)		
	4. THE PROPERTY MUST BE EASILY ACCESSIBLE THROUGH PUBLIC TRANSPORT AND WELL SERVED WITH ADEQUATE PUBLIC ROADS FOR EASE OF ACCESS PREFERABLY ACCESSIBLE VIA MINIMUM OF TWO ROUTES FROM CENTRAL BUSINESS DISTRICT (CBD).	1	0
	5. NEIGHBORHOOD AND ZONING. THE OFFICE LOCATION SHOULD BE CONDUCIVE FOR OFFICE ENVIRONMENT.	1	0
B	BUILDING REQUIREMENTS	6	0
	1. AGE AND MAINTENANCE OF THE BUILDING.	5	
	2. 20 YEARS AND BELOW (5 MARKS)		
	3. ABOVE 20 YEARS AND WELL MAINTAINED - PROVIDE PROOF OF MAINTENANCE (3 MARKS)		
	4. ABOVE 20 YEARS WITH NO PROOF OF MAINTENANCE		
	(1 MARK)		
	1. AS BUILT DRAWINGS	1	0
	2. STRUCTURAL (5 MARKS)		
	3. MECHANICAL (2 MARKS)		
	4. ELECTRICAL (2 MARKS)		
	5. ARCHITECTURAL (1 MARK)		
	1. THE MINIMUM LAND COVERAGE OF THE PROPERTY SHOULD BE THREE-QUARTER (3/4) OF AN ACRE.	6	
	2. 1 ACRE AND ABOVE (6 MARKS)		
	3. BETWEEN THREE-QUARTER (3/4) OF AN ACRE AND 1 ACRE (2MARKS)		

1. TOTAL LETTABLE OFFICE SPACE (ATTACH FLOOR PLANS)	5
2. 100,000 SQ.FT. AND ABOVE OF LETTABLE SPACE (5 MARKS)	
3. BETWEEN 70,000 AND LESS THAN 100,000 SQ.FT. OF LETTABLE SPACE (PRORATE MARKS)	
1. THE PROPERTY MUST BE FREEHOLD OR LEASEHOLD.	5
2. FREEHOLD TENURES (5 MARKS)	
3. LEASEHOLD TENURE MORE THAN 50 YEARS (2 MARKS)	
1. HAVE PROVISION OF PARKING SPACES OF A MINIMUM OF 60 SPACES.	4
2. ABOVE 60 PARKING SPACES (4 MARKS)	
3. 60 PARKING SPACES (2 MARKS)	
1. THE BUILDING MUST HAVE A GOOD TENANT MIX WITH A LIMITED NUMBER OF TENANTS. (PROVIDE TENANCY PROFILE INCLUDING OCCUPANCY RATE, ESTIMATED ANNUAL RENTAL INCOME, NATURE OF TENANTS, SPACE OCCUPIED AND THE TENANTS LEASE TERM).	1
1. THE BUILDING MUST HAVE SUFFICIENT POWER BACK-UP SUPPORTED BY A GENERATOR WITH A MINIMUM CAPACITY OF 600 KVA.	2
1. HAVE ADEQUATE AND MODERN LIFTS /ELEVATORS IF THE SPACE IS ON A HIGHER FLOOR THAN THE GROUND FLOOR.	2
1. MEETING THE REQUIREMENTS FOR PERSONS LIVING WITH DISABILITY (PWD-FRIENDLY). [PREMISES SHOULD COMPLY WITH SECTION 22 (1) OF THE PERSONS WITH DISABILITIES ACT (ACT NO. 14 OF 2003) AND ALL OTHER APPLICABLE LAWS, REGULATIONS AND INDUSTRY STANDARDS RELATING TO ACCESSIBILITY OF THE PREMISES BY PERSONS WITH DISABILITIES.	2
2.THE BUILDING MUST HAVE A WATER STORAGE CAPACITY OF NOT LESS THAN 60,000 LITERS.	2
3.CONNECTED TO MULTIPLE INTERNET (FIBER) SERVICE PROVIDERS.	2
4.BE CONNECTED TO MAIN WATER AND SEWER SYSTEMS WITH ADEQUATE RESERVOIR;	2
5.BE CONNECTED TO A MAIN ELECTRICITY SUPPLY.	1
6.HAVE ADEQUATE, FULLY FITTED GENDER SENSITIVE WASHROOMS.	1
7.HAVE ADEQUATE NATURAL LIGHTING AND VENTILATION.	2
8.HAVE SECURITY AND SAFETY CONTROLS (ACCESS CONTROLS, BURGLAR PROOF DOORS, SECURITY FENCE, GUARD HOUSE, ENTRY AND EXIT POINTS, WINDOWS, ALARM SYSTEMS). PROVIDE EVIDENCE.	3
9.HAVE FIRE SAFETY (WATER HYDRANTS, FIRE ASSEMBLY POINTS, SMOKE DETECTORS).	2
10.TERMS AND CONDITIONS OF SALE (PROVIDE SAMPLE SALE AGREEMENT).	1
11.ENVIRONMENTAL SAFETY AND HEALTH COMPLIANCE.	2
TOTAL SCORE	100

NB:

THE PASS MARK TO PROCEED TO FINANCIAL EVALUATION STAGE SHALL BE 80% OF THE TECHNICAL SPECIFICATIONS.

Evaluation Type :-

2.1.3. FINANCIAL EVALUATION

Evaluation Type :-

UPON COMPLETION OF THE TECHNICAL EVALUATION, THE PROCURING ENTITY SHALL, IN CONSISTENT WITH THE PROVISIONS SET OUT UNDER ITT30 ITT 34. ITT AND ITT 35 CONDUCT THE FINANCIAL EVALUATION AND COMPARISON TO DETERMINE THE EVALUATED PRICE OF EACH TENDER, AS OUTLINED BELOW.

THE EVALUATED PRICE FOR EACH BID SHALL BE DETERMINED BY TAKING INTO CONSIDERATION:

- (A) THE BID PRICE IN THE TENDER FORM;
- (B) ANY MINOR DEVIATION FROM THE REQUIREMENTS ACCEPTED BY A PROCURING ENTITY;
- (C) WHERE APPLICABLE, CONVERTING ALL TENDERS TO THE SAME CURRENCY, USING THE CENTRAL BANK OF KENYA EXCHANGE RATE PREVAILING AT THE TENDER OPENING DATE; AND
- (D) ANY MARGIN OF PREFERENCE INDICATED IN THE TENDER DOCUMENT.

Evaluation Type :-

3. MULTIPLE CONTRACTS

Evaluation Type :-

MULTIPLE CONTRACTS WILL BE PERMITTED IN ACCORDANCE WITH ITT 34.4. TENDERERS ARE EVALUATED ON BASIS OF LOTS AND THE LOWEST EVALUATED TENDERER IDENTIFIED FOR EACH LOT. THE PROCURING ENTITY WILL SELECT ONE OF THE TWO OPTIONS LISTED BELOW FOR AWARD OF CONTRACTS.

OPTION 1

I) IF A TENDERER WINS ONLY ONE LOT, THE TENDERER WILL BE AWARDED A CONTRACT FOR THAT LOT, PROVIDED THE TENDERER MEETS THE ELIGIBILITY AND QUALIFICATION CRITERIA FOR THAT LOT. A TENDERER WILL BE AWARDED THE COMBINATION OF LOTS FOR WHICH THE TENDERER QUALIFIES AND THE OTHER LOTS WILL BE CONSIDERED FOR AWARD TO SECOND LOWEST TENDERERS.

II) IF A TENDERER WINS MORE THAN ONE LOT, THE TENDER WILL BE AWARDED CONTRACTS FOR ALL WON LOTS, PROVIDED THE TENDERER MEETS THE AGGREGATE ELIGIBILITY AND QUALIFICATION CRITERIA FOR ALL THE LOTS. THE TENDERER WILL BE AWARDED THE COMBINATION OF LOTS FOR WHICH THE TENDERER QUALIFIES AND THE OTHERS WILL BE CONSIDERED FOR AWARD TO SECOND LOWEST THE TENDERERS.

OPTION 2

THE PROCURING ENTITY WILL CONSIDER ALL POSSIBLE COMBINATIONS OF WON LOTS [CONTRACT(S)] AND DETERMINE THE COMBINATIONS WITH THE LOWEST EVALUATED PRICE. TENDERS WILL THEN BE AWARDED TO THE TENDERER(S) IN THE COMBINATIONS PROVIDED THE TENDERER MEETS THE AGGREGATE ELIGIBILITY AND QUALIFICATION CRITERIA FOR ALL THE WON LOTS.

THE PROCURING ENTITY SHALL FIRST AWARD THE LOT OR COMBINATION OF LOTS OF THE HIGHEST VALUE AND PROCEED SYSTEMATICALLY TO THE LOT OR COMBINATION OF LOTS OF THE LOWEST VALUE.

A TENDERER WILL BE AWARDED THE COMBINATION OF LOTS FOR WHICH THE TENDERER QUALIFIES AND THE OTHER LOTS WILL BE CONSIDERED FOR AWARD TO SECOND LOWEST TENDERERS.

Evaluation Type : -

MANDATORY EVALUATION REQUIREMENTS



Mandatory Evaluation Requirement

Evaluation Requirement	Is Document Required from Supplier ?
SELF-DECLARATION FORMS (FORM SD1 & SD2)	Yes
SUBMIT A COPY OF CERTIFICATE OF INCORPORATION OR REGISTRATION FOR THE BIDDER THE COMPANY SUBMITTING THE TENDER) OR COPY OF NATIONAL ID WHERE THE TENDERER IS INDIVIDUAL LANDLORD.	Yes
PROOF OF OWNERSHIP OF THE PREMISES I.E. COPIES OF VALID OWNERSHIP DOCUMENTS INCLUDING DULY REGISTERED TITLE DEED.	Yes
ATTACH LATEST CR 12 CERTIFICATE OF NOT LESS THAN 6 MONTHS IF OWNED BY A COMPANY, NATIONAL IDENTIFICATION DOCUMENTS OF THE DIRECTORS AND VALID TAX COMPLIANCE CERTIFICATE OF THE COMPANY.	Yes
THE PROPERTY OWNER SHOULD PROVIDE A SELF-DECLARATION THAT THE BUILDING IS FREE FROM ANY FINANCIAL OR LEGAL ENCUMBRANCE AND NOT SITTING IN A RIPARIAN LAND.	Yes
CONFIRMATION OF UPDATED LAND RATES PAYMENT FROM COUNTY GOVERNMENT. (PROVIDE A COMPLIANCE CERTIFICATE FROM THE COUNTY GOVERNMENT)	Yes
THE OFFICE BUILDING SHOULD HAVE A MINIMUM LETTABLE AREA OF 100,000SQ.FT.	Yes

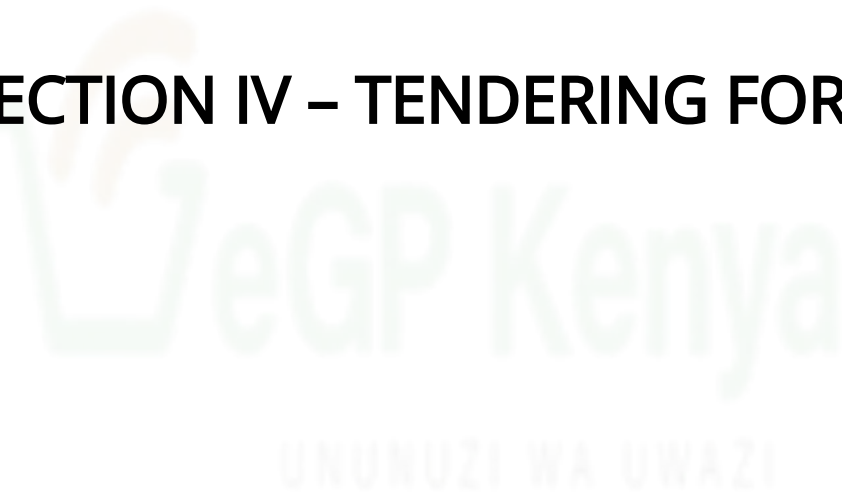
THE BUILDING SHOULD HAVE ADEQUATE AND MODERN LIFTS /ELEVATORS IF THE SPACE IS ON A HIGHER FLOOR THAN THE GROUND FLOOR	Yes
THE BUILDING SHOULD BE WELL SERVED WITH ADEQUATE PUBLIC AND MAJOR ROADS FOR EASE OF ACCESS TO AND FROM THE CENTRAL BUSINESS DISTRICT (CBD) AND OTHER PARTS OF NAIROBI	Yes
MINIMUM LAND COVERAGE OF THE PROPERTY OF THREE-QUARTER ($\frac{3}{4}$) OF AN ACRE.	Yes
HAVE PROVISION OF PARKING SPACES FOR VEHICLES OF A MINIMUM OF 60 SPACES.	Yes
CONFIRMATION OF COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS FROM DOSHS (WORKPLACE REGISTRATION CERTIFICATE TO BE PROVIDED).	Yes
AGENTS SHARING DETAILS MUST BE REGISTERED WITH THE ESTATE AGENTS REGISTRATION BOARD (EARB) AND BE MEMBERS OF THE INSTITUTION OF SURVEYORS OF KENYA (ISK). (ATTACH PROOF OF VALID MEMBERSHIP)	Yes
TENDER SECURITY SHALL BE IN THE ORIGINAL FORM AMOUNTING TO KENYA SHILLINGS ONE MILLION ONLY VALID FOR A PERIOD OF 30 DAYS BEYOND THE TENDER VALIDITY PERIOD	Yes
SUBMIT A COPY OF VALID TAX COMPLIANCE CERTIFICATE FROM THE KRA FOR THE BIDDER THE COMPANY SUBMITTING THE TENDER	Yes

LOCATED IN NAIROBI CITY COUNTY AND ITS ENVIRONS, UPPER HILL AREA, WESTLANDS, ALONG NGONG ROAD AND NAIROBI CENTRAL BUSINESS DISTRICT CBD PREFERABLY WITH PROXIMITY TO OTHER GOVERNMENT OFFICES .

Yes



SECTION IV – TENDERING FORMS



TENDER DECLARATION : FORM OF TENDER

Technical Evaluation Process : No

Table Header : -

TENDERER DECLARATION	Supplier response
a) No reservations: We have examined and have no reservations to the Tendering document, including Addenda issued in accordance with Instructions to tenderers (ITT 7);	
b) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3;	
c) Tender/Proposal-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration. Or Proposal-Securing Declaration in Kenya in accordance with ITT 4.7;	
d) Conformity: We offer to supply in conformity with the Tendering document and in accordance with the Delivery Schedules specified in the Schedule of Requirements.	
e) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 17.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 21.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;	

f) Performance Security: If our Tender is accepted, we commit to obtain a performance security in accordance with the Tender document;	
g) One Tender per tenderer: We are not submitting any other Tender(s) as an individual tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of ITT 3.5, other than alternative Tenders submitted in accordance with ITT 12.3;	
h) Suspension and Debarment: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension by the procuring entity or a debarment imposed by the Public Procurement Regulatory Authority. Further, we are not ineligible under the Kenya laws or official regulations or pursuant to a decision of International organizations to which Kenya is a member;	
i) Binding Contract: We understand that this Tender, together with your written acceptance thereof included in your Letter of Award, shall not constitute a binding contract between us, until a formal contract is prepared and executed;	

j) Procuring Entity Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive;	
k) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption. Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in "Appendix 1- Fraud and Corruption" .	
l) Code of Ethical Conduct: We have read and understood the contents of the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code and we commit to abide by the provisions of the Code of Ethics copy available from www.ppra.go.ke during the procurement process and the execution of any resulting contract;	

m) Anti-competitive and Collusive practices:
We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. We have arrived at the Tender independently without consultation, communication, agreement or arrangement with, any competitor on but not limited to prices; methods, factors or formulas used to calculate prices; the intention or decision to submit, or not to submit, a tender; or the submission of a tender which does not meet the specifications of the request for Tenders except as disclosed in the Tenderer's Eligibility - Confidential Business Questionnaire. Further, we confirm that the terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed above.;

n) Beneficial Ownership Information: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding;

o) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

i) Tenderer's Eligibility & Confidential Business Questionnaire	
ii) Self-Declaration of the Tenderer (FORM SD 1 & SD 2)	
p) We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Particular Conditions of Contract.	
q) In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above-named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein.	
Table Footer : -	

SCHEDULE OF PROPERTIES AND TENDERED PRICES : FORM OF TENDER

Technical Evaluation Process : No

Table Header : -							
PROPERTY ITEM NO	DESCRIPTION OF PROPERTY	LOCATION OF PROPERTY	LAND ACREAGE OFFERED	LAND ACREAGE REQUIRED	PRICE	CURRENCY	DISCOUNT OFFERED (IF ANY)
Table Footer : -							



OPTION 2 TENDER PRICE (MULTIPLE LOTS): : FORM OF TENDER

Technical Evaluation Process : No

Table Header : -

LOT NO/DESCRIPTION	CURRENCY	TOTAL PRICE IN FIGURES	TOTAL PRICE IN WORDS

Table Footer : -

Sr no.	Formula
1	TOTAL PRICE IN WORDS=TOTAL PRICE IN FIGURES



COMMISSIONS, GRATUITIES AND FEES : FORM OF TENDER

Technical Evaluation Process : No

Table Header : WE HAVE PAID, OR WILL PAY THE FOLLOWING COMMISSIONS, GRATUITIES, OR FEES WITH RESPECT TO THE TENDERING PROCESS OR IMPLEMENTATION OF THE CONTRACT. (IF NONE HAS BEEN PAID OR IS TO BE PAID, INDICATE "NONE.")

NAME OF RECIPIENT	ADDRESS	REASON	AMOUNT

Table Footer : -



TENDERER'S DETAILS: : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

TENDERER'S NAME	TENDERER'S ACTUAL OR INTENDED COUNTRY OF REGISTRATION	TENDERER'S YEAR OF REGISTRATION	TENDERER'S LEGAL ADDRESS IN COUNTRY OF REGISTRATION

Table Footer : -



JV DETAILS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

JV'S NAME	JV'S ACTUAL OR INTENDED COUNTRY OF REGISTRATION	JV'S YEAR OF REGISTRATION	JV'S LEGAL ADDRESS IN COUNTRY OF REGISTRATION

Table Footer : -



TENDERER'S/JV MEMBER'S AUTHORIZED REPRESENTATIVE INFORMATION : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

[INSERT AUTHORIZED REPRESENTATIVE'S NAME]	[INSERT AUTHORIZED REPRESENTATIVE'S ADDRESS]	[INSERT AUTHORIZED REPRESENTATIVE'S TELEPHONE]	INSERT AUTHORIZED REPRESENTATIVE'S EMAIL ADDRESS]

Table Footer : -



ATTACHED COPIES OF ORIGINAL DOCUMENTS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : TENDERERS ARE REQUIRED TO ATTACH COPIES OF THE FOLLOWING DOCUMENTS

STATEMENT	TENDERER'S RESPONSE
FOR KENYAN TENDERERS A CURRENT TAX CLEARANCE CERTIFICATE OR TAX EXEMPTION CERTIFICATE ISSUED BY THE KENYA REVENUE AUTHORITY IN ACCORDANCE WITH ITT 3.13.	
ARTICLES OF INCORPORATION (OR EQUIVALENT DOCUMENTS OF CONSTITUTION OR ASSOCIATION), AND/OR DOCUMENTS OF REGISTRATION OF THE LEGAL ENTITY NAMED ABOVE, IN ACCORDANCE WITH ITT 3.6.	
IN CASE OF JV, LETTER OF INTENT TO FORM JV OR JV AGREEMENT, IN ACCORDANCE WITH ITT 3.1.	
IN CASE OF STATE-OWNED ENTERPRISE OR INSTITUTION, IN ACCORDANCE WITH ITT 3.1 DOCUMENTS ESTABLISH (I) LEGAL AND FINANCIAL AUTONOMY NG: (II) OPERATION UNDER COMMERCIAL LAW (III) ESTABLISHING THAT THE TENDERER IS NOT UNDER THE SUPERVISION OF THE PROCURING ENTITY ;	
INCLUDED ARE THE ORGANIZATIONAL CHART AND A LIST OF BOARD OF DIRECTORS	

Table Footer : -

A) SOLE PROPRIETOR DETAILS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : GENERAL AND SPECIFIC DETAILS

NAME IN FULL	AGE	NATIONALITY	COUNTRY OF ORIGIN	CITIZENSHIP

Table Footer : -



B) PARTNERSHIP DETAILS. : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

NAMES OF PARTNERS	NATIONALITY	CITIZENSHIP	PERCENTAGE OF SHARES OWNED

Table Footer : -



C) REGISTERED COMPANY-COMPANY DETAILS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

TYPE OF COMPANY	NOMINAL CAPITAL KENYA SHILLINGS	STATE ISSUED CAPITAL KENYA SHILLINGS

Table Footer : -



DIRECTORS DETAILS : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

NAME OF DIRECTOR	NATIONALITY	CITIZENSHIP	PERCENTAGE OF SHARES OWNED

Table Footer : -



**DISCLOSURE OF INTEREST- INTEREST OF THE FIRM IN THE PROCURING ENTITY. :
TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

Technical Evaluation Process : No

Table Header : -

STATEMENT	TENDERER'S RESPONSE
IS THERE ANY PERSON(S) IN THE PROCURING ENTITY WHO HAS ANY INTEREST OR RELATIONSHIP IN THIS FIRM	

Table Footer : IF YES, PROVIDE DETAILS IN THE TABLE THAT FOLLOWS.



RELATIONS WITH TENDERER IN THE PROCURING ENTITY : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

NAME OF PERSON	DESIGNATION IN THE PROCURING ENTITY	INTEREST OR RELATIONSHIP WITH TENDERER

Table Footer : -



CONFLICT OF INTEREST DISCLOSURE : TENDERER'S ELIGIBILITY & CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -

STATEMENT	TENDERER'S RESPONSE	IF YES PROVIDE DETAILS OF THE RELATIONSHIP WITH TENDERER
TENDERER IS DIRECTLY OR INDIRECTLY CONTROLLED BY OR IS UNDER COMMON CONTROL WITH ANOTHER TENDERER.		
TENDERER RECEIVES OR HAS RECEIVED ANY DIRECT OR INDIRECT SUBSIDY FROM ANOTHER TENDERER.		
TENDERER HAS THE SAME LEGAL REPRESENTATIVE AS ANOTHER TENDERER.		
TENDERER HAS A RELATIONSHIP WITH ANOTHER TENDERER, DIRECTLY OR THROUGH COMMON THIRD PARTIES THAT PUTS IT IN A POSITION TO INFLUENCE THE TENDER OF ANOTHER TENDERER, OR INFLUENCE THE DECISIONS OF THE PROCURING ENTITY REGARDING THIS TENDER.		

ANY OF THE TENDERER'S AFFILIATES PARTICIPATED AS A CONSULTANT IN THE PREPARATION OF THE DESIGN OR TECHNICAL SPECIFICATIONS OF THE WORKS THAT ARE THE SUBJECT OF THE TENDER.		
TENDERER HAS A CLOSE BUSINESS OR FAMILY RELATIONSHIP WITH A STAFF OF THE PROCURING ENTITY.		
HAS THE CONFLICT STEMMING FROM SUCH RELATIONSHIP STATED IN ITEM 6 ABOVE BEEN RESOLVED IN A MANNER ACCEPTABLE TO THE PROCURING ENTITY THROUGHOUT THE TENDERING PROCESS AND EXECUTION OF THE CONTRACT		

THE TENDERER HAS ENTERED INTO CONSULTATIONS, COMMUNICATIONS, AGREEMENTS OR ARRANGEMENTS WITH ONE OR MORE COMPETITORS REGARDING THIS REQUEST FOR TENDERS AND THE TENDERER DISCLOSES, COMPLETE DETAILS THEREOF, INCLUDING THE NAMES OF THE COMPETITORS AND THE NATURE OF, AND REASONS FOR, SUCH CONSULTATIONS, COMMUNICATIONS, AGREEMENTS OR ARRANGEMENTS.		
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Table Footer : -

CONFIRMATION AND CERTIFICATION : TENDERER'S ELIGIBILITY & CONFIDENTIAL
BUSINESS QUESTIONNAIRE FORM

Technical Evaluation Process : No

Table Header : -				
STATEMENT	TENDRER'S RESPONSE	NAME	TITLE OR DESIGNATION	DATE
WE CONFIRM THAT INFORMATION PROVIDED ABOVE IS CORRECT AND WE UNDERSTAND THAT GIVING FALSE INFORMATION WILL LEAD TO DISQUALIFICATION OF OUR TENDER.				
Table Footer : -				

SCHEDULE OF REQUIREMENTS : SCHEDULE OF REQUIREMENTS

Technical Evaluation Process : No

Table Header : (TO BE COMPLETED BY THE PROCURING ENTITY (EXCEPT COLUMNS 5, 7 AND 8)							
PROPERTY ITEM NO	DESCRIPTION OF PROPERTY	LOCATIONS OF PROPERTY	LAND (MINIMUM ACREAGE REQUIRED)	LAND (MINIMUM ACREAGE OFFERED)	MINIMUM FACILITIES (REQUIRED)	MINIMUM FACILITIES (OFFERED)	OWNERSHIP CERTIFICATE ATTACHED (YE/NO)
1	PURCHASE OF OFFICE BUILDING	NAIROBI	THREE-QUARTER OF AN ACRE		100,000SQ.FT.		
Table Footer : NOTE: THE DOCUMENT FOR TENDER SHALL NOT HAVE THE EXAMPLES. TENDERER SHALL COMPLETE COLUMNS 5, 7 AND 8 AND SUBMIT WITH TENDER							

DESCRIPTION OF OWNERSHIP : SCHEDULE OF REQUIREMENTS

Technical Evaluation Process : No

Table Header : OWNERSHIP CERTIFICATE ATTACHED
OWNERSHIP DESCRIPTION AS PER THE ATTACHED CERTIFICATE
Table Footer : -



TECHNICAL EVALUATION TABLE : TECHNICAL EVALUATION FORM

Technical Evaluation Process : Yes

Table Header : -

SERIAL NUMBER	CRITERIA	REQUIREMENTS	MAXIMUM SCORE	SUPPLIERS RESPONSE
1	The office building should be located in Nairobi City County and its environs. This includes Upper Hill Area, Westlands, along Ngong Road and Nairobi Central Business District (CBD).	a) Upper Hill (20 Marks) b) Others (Westlands, along Ngong Road, Nairobi CBD (15 Marks)	20	

2	The property MUST be easily accessible through public transport and well served with adequate public roads for ease of access preferably accessible via minimum of two routes from Central Business District (CBD).	–	10	
3	Neighborhood and Zoning. The office location should be conducive for office environment.	–	10	
4	Age and maintenance of the building.	a) 20 years and below (5 Marks) b) Above 20 years and well maintained - provide proof of maintenance (3 Marks) (c) Above 20 years with no proof of maintenance 1 Mark)	5	

5	As built drawings	a) Structural (5 Marks) b) Mechanical (2 Marks) c) Electrical (2 Marks) d) Architectural (1 Mark)	10	
6	The minimum land coverage of the property should be three-quarter (3/4) of an acre.	a) 1 acre and above (6 Marks) b) Between three-quarter (3/4) of an acre and 1 acre (2marks)	6	
7	Total lettable office space (Attach floor plans)	a) 100,000 sq. ft. and above of lettable space (5 Marks) b) Between 70,000 and less than 100,000 sq. ft. of lettable space (Prorate Marks)	5	
8	The property MUST be freehold or leasehold.	a) Freehold tenures (5 Marks) b) Leasehold Tenure more than 50 years (2 Marks)	5	

9	The building MUST have a good tenant mix with a limited number of tenants. (Provide tenancy profile including occupancy rate, estimated annual rental income, nature of tenants, space occupied and the tenants lease term).	–	1	
10	The building MUST have sufficient power back-up supported by a generator with a minimum capacity of 600 KVA.	–	2	
11	Have adequate and modern lifts /elevators if the space is on a higher floor than the ground floor.	–	2	

12	Meeting the requirements for Persons living with Disability (PWD-friendly). [premises should comply with Section 22 (1) of the Persons with Disabilities Act (Act No. 14 of 2003) and all other applicable laws, regulations and industry standards relating to accessibility of the premises by persons with disabilities.	–	2	
13	The building MUST have a water storage capacity of not less than 60,000 liters.	–	2	
14	Connected to multiple internet (Fiber) service providers.	–	2	

15	Be connected to main water and sewer systems with adequate reservoir;	–	2	
16	Be connected to a main electricity supply.	–	1	
17	Have adequate, fully fitted gender sensitive washrooms.	–	1	
18	Have adequate natural lighting and ventilation.	–	2	
19	Have security and safety controls (access controls, burglar proof doors, security fence, guard house, entry and exit points, windows, alarm systems). Provide evidence.	–	3	
20	Have fire safety (water hydrants, fire assembly points, smoke detectors).	–	2	

21	Terms and conditions of sale (provide sample sale agreement).	–	1	
22	Environmental safety and health compliance.	–	2	
23	VI. HAVE PROVISION OF PARKING SPACES OF A MINIMUM OF 60 SPACES. A) ABOVE 60 PARKING SPACES (4 MARKS) B) 60 PARKING SPACES (2 MARKS)	–	4	

Table Footer : -

SCHEDULE OF PROPERTIES AND TENDERED PRICES : PRICE SCHEDULE

Table Header : -

1.PROPER TY ITEM NO	2. DESCRIP TION OF PROPERTY	3. LOCATI ON OF PROPERTY	4. LAND ACREAGE OFFERED	5. LAND ACREAGE REQUIRED	6. CURRENCY	7.TOTAL TENDER PRICES EX CLUDING TAXES AND LEVIES AND INCL USIVE OF DISCOUNT OFFERED IF ANY	8. CAPACITY BUILDING LEVY AMOUNT (COL.7*0. 0003)	9. APPLICA BLE TAXES	10.TOTAL TENDER SUM TO BE TAKEN TO THE FORM OF TENDER (COL. 7+COL. 8+COL.9)	UNSPSC ITEM CODE	UNSPSC ITEM DESC RIPTION	QUANTITY	UNIT PRICE	UNIT OF ISSUE
1	PURCHASE OF OFFICE BUILDING	NAIROBI		THREE- QUARTER OF AN ACRE						95101602	Office campus	1		Lot

Table Footer : -

Sr no.	Formula
1	8. CAPACITY BUILDING LEVY AMOUNT (COL.7*0.0003)=7.TOTAL TENDER PRICES EXCLUDING TAXES AND LEVIES AND INCLUSIVE OF DISCOUNT OFFERED IF ANY*0.0003
2	10.TOTAL TENDER SUM TO BE TAKEN TO THE FORM OF TENDER (COL.7+COL.8+COL.9)=7.TOTAL TENDER PRICES EXCLUDING TAXES AND LEVIES AND INCLUSIVE OF DISCOUNT OFFERED IF ANY+8. CAPACITY BUILDING LEVY AMOUNT (COL.7*0.0003)+9. APPLICABLE TAXES

3	10.TOTAL TENDER SUM TO BE TAKEN TO THE FORM OF TENDER (COL.7+COL.8+COL.9)=TOTAL(10.TOTAL TENDER SUM TO BE TAKEN TO THE FORM OF TENDER(COL.7+COL.8+COL.9))
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SECTION VI-GENERAL CONDITIONS OF CONTRACT

SECTION VI - GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 THE FOLLOWING WORDS AND EXPRESSIONS SHALL HAVE THE MEANINGS HEREBY ASSIGNED TO THEM:

A) "CONTRACT" MEANS THE CONTRACT AGREEMENT ENTERED INTO BETWEEN THE PROCURING ENTITY AND THE SELLER, TOGETHER WITH THE CONTRACT DOCUMENTS REFERRED TO THEREIN, INCLUDING ALL ATTACHMENTS, APPENDICES, AND ALL DOCUMENTS INCORPORATED BY REFERENCE THEREIN.

B) "CONTRACT DOCUMENTS" MEANS THE DOCUMENTS LISTED IN THE CONTRACT AGREEMENT, INCLUDING ANY AMENDMENTS THERETO.

C) "CONTRACT PRICE" MEANS THE PRICE PAYABLE TO THE SELLER AS SPECIFIED IN THE CONTRACT AGREEMENT, SUBJECT TO SUCH ADDITIONS AND ADJUSTMENTS THERETO OR DEDUCTIONS THEREFROM, AS MAY BE MADE PURSUANT TO THE CONTRACT.

D) "DAY" MEANS CALENDAR DAY.

E) "COMPLETION" MEANS THE FULFILLMENT OF THE SALE AGREEMENT BY THE SELLER IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT.

F) "GCC" MEANS THE GENERAL CONDITIONS OF CONTRACT.

G) "PROPERTY" MEANS ALL OF THE IMMOVABLE ASSETS (LANDS AND BUILDINGS) THAT THE SELLER IS REQUIRED TO SELL TO THE PROCURING ENTITY UNDER THE CONTRACT.

1.1 THE FOLLOWING WORDS AND EXPRESSIONS SHALL HAVE THE MEANINGS HEREBY ASSIGNED TO THEM:

- A) "CONTRACT" MEANS THE CONTRACT AGREEMENT ENTERED INTO BETWEEN THE PROCURING ENTITY AND THE SELLER, TOGETHER WITH THE CONTRACT DOCUMENTS REFERRED TO THEREIN, INCLUDING ALL ATTACHMENTS, APPENDICES, AND ALL DOCUMENTS INCORPORATED BY REFERENCE THEREIN.
- B) "CONTRACT DOCUMENTS" MEANS THE DOCUMENTS LISTED IN THE CONTRACT AGREEMENT, INCLUDING ANY AMENDMENTS THERETO.
- C) "CONTRACT PRICE" MEANS THE PRICE PAYABLE TO THE SELLER AS SPECIFIED IN THE CONTRACT AGREEMENT, SUBJECT TO SUCH ADDITIONS AND ADJUSTMENTS THERETO OR DEDUCTIONS THEREFROM, AS MAY BE MADE PURSUANT TO THE CONTRACT.
- D) "DAY" MEANS CALENDAR DAY.
- E) "COMPLETION" MEANS THE FULFILLMENT OF THE SALE AGREEMENT BY THE SELLER IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT.
- F) "GCC" MEANS THE GENERAL CONDITIONS OF CONTRACT.
- G) "PROPERTY" MEANS ALL OF THE IMMOVABLE ASSETS (LANDS AND BUILDINGS) THAT THE SELLER IS REQUIRED TO SELL TO THE PROCURING ENTITY UNDER THE CONTRACT.
- I) "SELLER" MEANS THE PERSON, PRIVATE OR GOVERNMENT ENTITY, OR A COMBINATION OF THE ABOVE, WHO'S TENDER TO PERFORM THE CONTRACT HAS BEEN ACCEPTED BY THE PROCURING ENTITY AND IS NAMED AS SUCH IN THE CONTRACT AGREEMENT.
- J) "IN WRITING" MEANS COMMUNICATED IN WRITTEN FORM WITH PROOF OF RECEIPT.
- K) "LAWS" MEANS ALL NATIONAL LEGISLATION, STATUTES, ORDINANCES, AND REGULATIONS AND BY-LAWS OF ANY LEGALLY CONSTITUTED PUBLIC AUTHORITY.
- L) "LETTER OF ACCEPTANCE" MEANS THE LETTER OF FORMAL ACCEPTANCE, SIGNED BY THE SUPPLIER, INCLUDING ANY ANNEXED MEMORANDA COMPRISING AGREEMENTS BETWEEN AND SIGNED BY BOTH PARTIES.
- H) "PROCURING ENTITY" MEANS THE ENTITY PURCHASING THE PROPERTY AS SPECIFIED IN THE SCC. "SCC" MEANS THE SPECIAL CONDITIONS OF CONTRACT.
- I) "SELLER" MEANS THE PERSON, PRIVATE OR GOVERNMENT ENTITY, OR A COMBINATION OF THE ABOVE, WHO'S TENDER TO PERFORM THE CONTRACT HAS BEEN ACCEPTED BY THE PROCURING ENTITY AND IS NAMED AS SUCH IN THE CONTRACT AGREEMENT.

J) **"IN WRITING"** MEANS COMMUNICATED IN WRITTEN FORM WITH PROOF OF RECEIPT.

K) **"LAWS"**

MEANS ALL NATIONAL LEGISLATION, STATUTES, ORDINANCES, AND REGULATIONS AND BY-LAWS OF ANY LEGALLY CONSTITUTED PUBLIC AUTHORITY.

L) **"LETTER OF ACCEPTANCE"**

MEANS THE LETTER OF FORMAL ACCEPTANCE, SIGNED BY THE SUPPLIER, INCLUDING ANY ANNEXED MEMORANDA COMPRISING AGREEMENTS BETWEEN AND SIGNED BY BOTH PARTIES.

2. CONTRACT DOCUMENTS

SUBJECT TO THE ORDER OF PRECEDENCE SET FORTH IN THE CONTRACT AGREEMENT, ALL DOCUMENTS FORMING THE CONTRACT (AND ALL PARTS THEREOF) ARE INTENDED TO BE CORRELATIVE, COMPLEMENTARY, AND MUTUALLY EXPLANATORY. THE CONTRACT AGREEMENT SHALL BE READ AS A WHOLE. THE DOCUMENTS FORMING THE CONTRACT SHALL BE INTERPRETED IN THE FOLLOWING ORDER OF PRIORITY:

- A) CONTRACT AGREEMENT;
- B) LETTER OF AWARD
- C) SPECIAL CONDITIONS OF CONTRACT;
- D) GENERAL CONDITIONS OF CONTRACT;
- E) FORM OF TENDER;
- F) LETTER OF ACCEPTANCE;
- G) SPECIFICATIONS AND SCHEDULES OF THE DRAWINGS ().
- H) SCHEDULES OF REQUIREMENTS;
- I) PRICE SCHEDULE.
- J) LOCAL CONTENT PLAN, IF APPLICABLE; AND
- K) ANY OTHER DOCUMENTS FORMING PART OF THE CONTRACT.

3. FRAUD AND CORRUPTION

3.1 THE GOVERNMENT OF KENYA REQUIRES COMPLIANCE WITH ANTI-CORRUPTION LAWS AND GUIDELINES AND ITS PREVAILING SANCTIONS, POLICIES AND PROCEDURES AS SET FORTH IN LAWS OF KENYA.

3.2 THE PROCURING ENTITY REQUIRES THE SELLER TO DISCLOSE ANY COMMISSIONS OR FEES THAT MAY HAVE BEEN PAID OR ARE TO BE PAID TO AGENTS OR ANY OTHER PARTY WITH RESPECT TO THE TENDERING PROCESS OR IMPLEMENTATION OF THE CONTRACT. THE INFORMATION DISCLOSED MUST INCLUDE AT LEAST THE NAME AND ADDRESS OF THE AGENT OR OTHER PARTY, THE AMOUNT AND CURRENCY, AND THE PURPOSE OF THE COMMISSION, GRATUITY OR FEE.



4. INTERPRETATION

SINGULAR AND PLURAL -IF THE CONTEXT SO REQUIRES IT, SINGULAR MEANS PLURAL AND VICE VERSA.

ENTIRE AGREEMENT- THE CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PROCURING ENTITY AND THE SELLER AND SUPERSEDES ALL COMMUNICATIONS, NEGOTIATIONS AND AGREEMENTS (WHETHER WRITTEN OR ORAL) OF THE PARTIES WITH RESPECT THERE TO MADE PRIOR TO THE DATE OF CONTRACT.

AMENDMENT- NO AMENDMENT OR OTHER VARIATION OF THE CONTRACT SHALL BE VALID UNLESS IT IS IN WRITING, IS DATED, EXPRESSLY REFERS TO THE CONTRACT, AND IS SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF EACH PARTY THERETO.

NON-WAIVER -SUBJECT TO GCC SUB-CLAUSE 4.5(B) BELOW, NO RELAXATION, FORBEARANCE, DELAY, OR INDULGENCE BY EITHER PARTY IN ENFORCING ANY OF THE TERMS AND CONDITIONS OF THE CONTRACT OR THE GRANTING OF TIME BY EITHER PARTY TO THE OTHER SHALL PREJUDICE, AFFECT, OR RESTRICT THE RIGHTS OF THAT PARTY UNDER THE CONTRACT, NEITHER SHALL ANY WAIVER BY EITHER PARTY OF ANY BREACH OF CONTRACT OPERATE AS WAIVER OF ANY SUBSEQUENT OR CONTINUING BREACH OF CONTRACT.

ANY WAIVER-OF A PARTY'S RIGHTS, POWERS, OR REMEDIES UNDER THE CONTRACT MUST BE IN WRITING, DATED, AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PARTY GRANTING SUCH WAIVER, AND MUST SPECIFY THE RIGHT AND THE EXTENT TO WHICH IT IS BEING WAIVED.

SEVERABILITY-IF ANY PROVISION OR CONDITION OF THE CONTRACT IS PROHIBITED OR RENDERED INVALID OR UNENFORCEABLE, SUCH PROHIBITION, INVALIDITY OR UNENFORCEABILITY SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISIONS AND CONDITIONS OF THE CONTRACT.

5. LANGUAGE

5.1 THE CONTRACT AS WELL AS ALL CORRESPONDENCE AND DOCUMENTS RELATING TO THE CONTRACT EXCHANGED BY THE SELLER AND THE PROCURING ENTITY, SHALL BE WRITTEN IN THE ENGLISH LANGUAGE. SUPPORTING DOCUMENTS AND PRINTED LITERATURE THAT ARE PART OF THE CONTRACT MAY BE IN ANOTHER LANGUAGE PROVIDED THEY ARE ACCOMPANIED BY AN ACCURATE TRANSLATION OF THE RELEVANT PASSAGES IN THE ENGLISH LANGUAGE, IN WHICH CASE, FOR PURPOSES OF INTERPRETATION OF THE CONTRACT, THIS TRANSLATION SHALL GOVERN.

5.2 THE SELLER SHALL BEAR ALL COSTS OF TRANSLATION TO THE GOVERNING LANGUAGE AND ALL RISKS OF THE ACCURACY OF SUCH TRANSLATION, FOR DOCUMENTS PROVIDED BY THE SELLER.

6. JOINT VENTURE, CONSORTIUM OR ASSOCIATION

6.1 IF THE SELLER IS A JOINT VENTURE, CONSORTIUM, OR ASSOCIATION, ALL OF THE PARTIES SHALL BE JOINTLY AND SEVERALLY LIABLE TO THE PROCURING ENTITY FOR THE FULFILLMENT OF THE PROVISIONS OF THE CONTRACT AND SHALL DESIGNATE ONE PARTY TO ACT AS A LEADER WITH AUTHORITY TO BIND THE JOINT VENTURE, CONSORTIUM, OR ASSOCIATION. THE COMPOSITION OR THE CONSTITUTION OF THE JOINT VENTURE, CONSORTIUM, OR ASSOCIATION SHALL NOT BE ALTERED WITHOUT THE PRIOR CONSENT OF THE PROCURING ENTITY.

7. ELIGIBILITY

7.1 THE SELLER SHALL HAVE THE NATIONALITY OF AN ELIGIBLE COUNTRY. A SELLER SHALL BE DEEMED TO HAVE THE NATIONALITY OF A COUNTRY IF IT IS A CITIZEN OR CONSTITUTED, INCORPORATED, OR REGISTERED, AND OPERATES IN CONFORMITY WITH THE PROVISIONS OF THE LAWS OF THAT COUNTRY. ALL PROPERTIES TO BE SOLD UNDER THE CONTRACT SHALL BE LOCATED IN ELIGIBLE COUNTRIES.

8. NOTICES

8.1 ANY NOTICE GIVEN BY ONE PARTY TO THE OTHER PURSUANT TO THE CONTRACT SHALL BE IN WRITING TO THE ADDRESS SPECIFIED IN THE **SCC**. A NOTICE SHALL BE EFFECTIVE WHEN DELIVERED OR ON THE NOTICE'S EFFECTIVE DATE, WHICHEVER IS LATER.

9. GOVERNING LANGUAGE AND LAW

9.1 THE LANGUAGE OF THE CONTRACT IS ENGLISH LANGUAGE AND THE LAW GOVERNING THE CONTRACT ARE THE LAWS OF KENYA.

10. SETTLEMENTS OF DISPUTES

10.1 THE PROCURING ENTITY AND THE SELLER SHALL MAKE EVERY EFFORT TO RESOLVE AMICABLY BY DIRECT INFORMAL NEGOTIATION ANY DISAGREEMENT OR DISPUTE ARISING BETWEEN THEM UNDER OR IN CONNECTION WITH THE CONTRACT.

10.2 IF, AFTER TWENTY-EIGHT (28) DAYS, THE PARTIES HAVE FAILED TO RESOLVE THEIR DISPUTE OR DIFFERENCE BY SUCH MUTUAL CONSULTATION, THEN EITHER THE PROCURING ENTITY OR THE SELLER MAY GIVE NOTICE TO THE OTHER PARTY OF ITS INTENTION TO COMMENCE ARBITRATION, AS HEREIN AFTER PROVIDED, AS TO THE MATTER IN DISPUTE, AND NO ARBITRATION IN RESPECT OF THIS MATTER MAY BE COMMENCED UNLESS SUCH NOTICE IS GIVEN. ANY DISPUTE OR DIFFERENCE IN RESPECT OF WHICH A NOTICE OF INTENTION TO COMMENCE ARBITRATION HAS BEEN GIVEN IN ACCORDANCE WITH THIS CLAUSE SHALL BE FINALLY SETTLED BY ARBITRATION. ARBITRATION MAY BE COMMENCED PRIOR TO OR AFTER COMPLETION OF THE CONTRACT. ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF PROCEDURE SPECIFIED IN THE **SCC**.

10.3 NOTWITHSTANDING ANY REFERENCE TO ARBITRATION HEREIN, THE PARTIES SHALL CONTINUE TO PERFORM THEIR RESPECTIVE OBLIGATIONS UNDER THE CONTRACT UNLESS THEY OTHERWISE AGREE; AND THE PROCURING ENTITY SHALL PAY THE SELLER ANY MONIES DUE TO THE SELLER.

11. INSPECTIONS AND AUDIT BY THE PROCURING ENTITY

11.1 THE SELLER SHALL KEEP ACCURATE AND SYSTEMATIC ACCOUNTS AND RECORDS IN RESPECT OF THE PROPERTIES IN SUCH FORM AND DETAILS AS WILL CLEARLY IDENTIFY RELEVANT TIME CHANGES AND COSTS.

11.2 THE SELLER SHALL PERMIT THE PROCURING ENTITY AND/OR PERSONS APPOINTED BY THE PROCURING ENTITY OR BY OTHER STATUTORY BODIES OF THE GOVERNMENT TO INSPECT THE SITE AND/OR THE ACCOUNTS AND RECORDS RELATING TO THE PROCUREMENT PROCESS, SELECTION AND/OR CONTRACT EXECUTION, AND TO HAVE SUCH ACCOUNTS AND RECORDS AUDITED BY AUDITORS APPOINTED BY THE PROCURING ENTITY. THE SELLER'S ATTENTION IS DRAWN TO SUB-CLAUSE 3.1 WHICH PROVIDES, *INTER ALIA*, THAT ACTS INTENDED TO MATERIALLY IMPEDE THE EXERCISE OF THE PROCURING ENTITY'S INSPECTION AND AUDIT RIGHTS CONSTITUTE A PROHIBITED PRACTICE SUBJECT TO A DETERMINATION OF INELIGIBILITY.

12. SCOPE OF THE PROPERTY SALE

12.1 THE PROPERTY TO BE SOLD SHALL BE AS SPECIFIED IN THE SCHEDULE OF REQUIREMENTS.

13. DELIVERY AND DOCUMENTS

13.1 SUBJECT TO GCC SUB-CLAUSE 33.1, THE COMPLETION OF THE CONTRACT (HANDOVER OF THE TRANSFER DOCUMENTS TO THE PROCURING ENTITY FOR PROPERTY REGISTRATION) SHALL BE NOT MORE THAN THE PERIOD SPECIFIED IN THE TDS AFTER COMPLETION OF NEGOTIATIONS AND SIGNING OF THE CONTRACT.

14. SELLER'S RESPONSIBILITIES

14.1 THE SELLER SHALL HAND OVER OF THE PROPERTY IN ACCORDANCE WITH GCC CLAUSE12, AND THE COMPLETION OF THE CONTRACT AS PER GCC CLAUSE13

15. CONTRACT PRICE

15.1 PRICES CHARGED BY THE SELLER FOR THE PROPERTY UNDER THE CONTRACT SHALL VARY FROM THE PRICES QUOTED BY THE SELLER IN ITS TENDER, GIVEN THE TENDER PRICE WILL BE SUBJECT TO NEGOTIATIONS.

16. TERMS OF PAYMENT

16.1 THE CONTRACT PRICE, INCLUDING ANY ADVANCE PAYMENTS, IF APPLICABLE, SHALL BE PAID AS SPECIFIED IN THE **SCC**.

16.2 THE SELLER'S REQUEST FOR PAYMENT SHALL BE MADE TO THE PROCURING ENTITY IN WRITING, ACCOMPANIED BY INVOICES DESCRIBING, AS APPROPRIATE, THE PROPERTY TO BE SOLD AND THE DOCUMENTS SUBMITTED PURSUANT TO GCC CLAUSE13 AND UPON FULFILLMENT OF ALL OTHER OBLIGATIONS STIPULATED IN THE CONTRACT.

16.3 PAYMENTS SHALL BE MADE PROMPTLY BY THE PROCURING ENTITY, BUT IN NO CASE LATER THAN SIXTY (60) DAYS AFTER SUBMISSION OF AN INVOICE OR REQUEST FOR PAYMENT BY THE SELLER, AND AFTER THE PROCURING ENTITY HAS ACCEPTED IT.

16.4 THE CURRENCIES IN WHICH PAYMENTS SHALL BE MADE TO THE SELLER UNDER THIS CONTRACT SHALL BE THOSE IN WHICH THE TENDER PRICE IS EXPRESSED.

16.5 IN THE EVENT THAT THE PROCURING ENTITY FAILS TO PAY THE SELLER ANY PAYMENT BY ITS DUE DATE OR WITHIN THE PERIOD SET FORTH IN THE **SCC**, THE PROCURING ENTITY SHALL PAY TO THE SELLER INTEREST ON THE AMOUNT OF SUCH DELAYED PAYMENT AT THE RATE SHOWN IN THE **SCC**, FOR THE PERIOD OF DELAY UNTIL PAYMENT HAS BEEN MADE IN FULL, WHETHER BEFORE OR AFTER JUDGMENT OR ARBITRAGE AWARD.

17. TAXES AND DUTIES

17.1 THE TAXES TO BE PAID BY THE PROCURING ENTITY AND THE SELLER SHALL BE SPECIFIED IN THE SCC.

17.2 IF ANY TAX EXEMPTIONS, REDUCTIONS, ALLOWANCES OR PRIVILEGES MAY BE AVAILABLE TO THE SELLER, THE PROCURING ENTITY SHALL USE ITS BEST EFFORTS TO ENABLE THE SELLER TO BENEFIT FROM ANY SUCH TAX SAVINGS TO THE MAXIMUM ALLOWABLE EXTENT.

18. PERFORMANCE SECURITY

18.1 NO PERFORMANCE SECURITY IS ENVISAGED, BUT IF REQUIRED, IT SHALL BE AS SPECIFIED IN THE SCC.

[THE AMOUNT OF THE PERFORMANCE SECURITY IS USUALLY EXPRESSED AS A PERCENTAGE OF THE CONTRACT PRICE. THE PERCENTAGE VARIES ACCORDING TO THE PROCURING ENTITY'S PERCEIVED RISK AND IMPACT OF NON-PERFORMANCE BY THE SELLER. A 10% PERCENTAGE IS USED UNDER NORMAL CIRCUMSTANCES]

IF REQUIRED, THE PERFORMANCE SECURITY SHALL BE DENOMINATED IN [INSERT "A FREELY CONVERTIBLE CURRENCY ACCEPTABLE TO THE PROCURING ENTITY" OR "THE CURRENCIES OF PAYMENT OF THE CONTRACT, IN ACCORDANCE WITH THEIR PORTIONS OF THE CONTRACT PRICE"]

19. COPYRIGHT

19.1 THE COPYRIGHT IN ALL DOCUMENTS AND OTHER MATERIALS CONTAINING DATA AND INFORMATION FURNISHED TO THE PROCURING ENTITY BY THE SELLER HEREIN SHALL REMAIN VESTED IN THE SELLER, OR, IF THEY ARE FURNISHED TO THE PROCURING ENTITY DIRECTLY OR THROUGH THE SELLER BY ANY THIRD PARTY, INCLUDING SELLERS OF MATERIALS, THE COPYRIGHT IN SUCH MATERIALS SHALL REMAIN VESTED IN SUCH THIRD PARTY.

20. CONFIDENTIAL INFORMATION

20.1 THE PROCURING ENTITY AND THE SELLER SHALL KEEP CONFIDENTIAL AND SHALL NOT, WITHOUT THE WRITTEN CONSENT OF THE OTHER PARTY HERETO, DIVULGETOANYTHIRDPARTYANYDOCUMENTS, DATA, OR OTHER INFORMATION FURNISHED DIRECTLY OR INDIRECTLY BY THE OTHER PARTY HERETO IN CONNECTION WITH THE CONTRACT, WHETHER SUCH INFORMATION HAS BEEN FURNISHED PRIOR TO, DURING OR FOLLOWING COMPLETION OR TERMINATION OF THE CONTRACT. NOTWITHSTANDING THE ABOVE, THE SELLER MAY FURNISH TO ITS AGENTS SUCH DOCUMENTS, DATA, AND OTHER INFORMATION IT RECEIVES FROM THE PROCURING ENTITY TO THE EXTENT REQUIRED FOR THE AGENT TO PERFORM ITS WORK UNDER THE CONTRACT, IN WHICH EVENT THE SELLER SHALL OBTAIN FROM SUCH AGENT AN UNDERTAKING OF CONFIDENTIALITY SIMILAR TO THAT IMPOSED ON THE SELLER UNDER GCC CLAUSE 20.

20.2 THE PROCURING ENTITY SHALL NOT USE SUCH DOCUMENTS, DATA, AND OTHER INFORMATION RECEIVED FROM THE SELLER FOR ANY PURPOSES UN-RELATED TO THE CONTRACT. SIMILARLY, THE SELLER SHALL NOT USE SUCH DOCUMENTS, DATA, AND OTHER INFORMATION RECEIVED FROM THE PROCURING ENTITY FOR ANY PURPOSE OTHER THAN THE PERFORMANCE OF THE CONTRACT.

20.3 THE OBLIGATION OF A PARTY UNDER GCC SUB- CLAUSES 20.1 AND 20.2 ABOVE, HOWEVER, SHALL NOT APPLY TO INFORMATION THAT:

A) THE PROCURING ENTITY OR SELLER NEED TO SHARE WITH OTHER ARMS OF GOVERNMENT OR OTHER BODIES PARTICIPATING IN THE FINANCING OF THE CONTRACT; SUCH PARTIES SHALL DE DISCLOSED IN THE **SCC**;

B) NOW OR HEREAFTER ENTERS THE PUBLIC DOMAIN THROUGH NO FAULT OF THAT PARTY;

C) CAN BE PROVEN TO HAVE BEEN POSSESSED BY THAT PARTY AT THE TIME OF DISCLOSURE AND WHICH WAS NOT PREVIOUSLY OBTAINED, DIRECTLY OR INDIRECTLY, FROM THE OTHER PARTY; OR OTHERWISE LAWFULLY BECOMES AVAILABLE TO THAT PARTY FROM A THIRD PARTY THAT HAS NO OBLIGATION OF CONFIDENTIALITY.

20.4 THE ABOVE PROVISIONS OF GCC CLAUSE 20 SHALL NOT IN ANY WAY MODIFY ANY UNDERTAKING OF CONFIDENTIALITY GIVEN BY EITHER OF THE PARTIES HERE TO PRIOR TO THE DATE OF THE CONTRACT IN RESPECT OF ANY PART THEREOF.

20.5 THE PROVISIONS OF GCC CLAUSE 20 SHALL SURVIVE COMPLETION OR TERMINATION, FOR WHATEVER REASON, OF THE CONTRACT.

21. INSURANCE

21.1 THE SELLER SHALL BE RESPONSIBLE FOR INSURANCE AGAINST INCIDENTAL DAMAGE OF THE PROPERTY PRIOR TO TRANSFER TO THE PROCURING ENTITY AND THE PROCURING ENTITY SHALL BE RESPONSIBLE FOR INSURANCE AGAINST INCIDENTAL DAMAGE OF THE PROPERTY AFTER RECEIPT OF THE TRANSFER DOCUMENTS.

22. LIQUIDATED DAMAGES

22.1 EXCEPT AS PROVIDED UNDER GCC CLAUSE 32, IF THE SELLER FAILS TO DELIVER THE TRANSFER DOCUMENTS OF THE PROPERTY BY THE DATE(S) WITHIN THE PERIOD SPECIFIED IN THE CONTRACT, THE PROCURING ENTITY MAY WITHOUT PREJUDICE TO ALL ITS OTHER REMEDIES UNDER THE CONTRACT, DEDUCT FROM THE CONTRACT PRICE, AS LIQUIDATED DAMAGES, A SUM EQUIVALENT TO THE PERCENTAGE SPECIFIED IN THE **SCC** OF THE CONTRACT PRICE FOR MONTH OR PART THEREOF OF DELAY UNTIL ACTUAL THE TRANSFER DOCUMENTS OF THE PROPERTY, UP TO A MAXIMUM DEDUCTION OF THE PERCENTAGE SPECIFIED IN THE **SCC**. ONCE THE MAXIMUM IS REACHED, THE PROCURING ENTITY MAY TERMINATE THE CONTRACT PURSUANT TO GCC CLAUSE 29.

23. WARRANTY AND PATENT INDEMNITY

23.1 IF THERE ARE ANY WARRANTIES OR PATENT INDEMNITIES REQUIRED UNDER THIS CONTRACT, THEY WILL BE SPECIFIED IN THE **SCC**.

24. CHANGE IN LAWS AND REGULATIONS

24.1 UNLESS OTHERWISE SPECIFIED IN THE CONTRACT, IF AFTER THE DATE OF 28 DAYS PRIOR TO DATE OF TENDER SUBMISSION, ANY LAW, REGULATION, ORDINANCE, OR DER OR BY LAW HAVING THE FORCE OF LAW IS ENACTED, PROMULGATED, ABROGATED, OR CHANGED IN KENYA OR THE COUNTRY OF THE SELLER, THAT SUBSEQUENTLY AFFECTS THE COMPLETION DATE OR THE CONTRACT PRICE, THEN SUCH COMPLETION DATE O CONTRACT PRICE SHALL BE CORRESPONDINGLY INCREASED OR DECREASED, TO THE EXTENT THAT THE SELLER HAS THERE BY BEEN AFFECTED IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THE CONTRACT. NOTWITHSTANDING THE FOREGOING, SUCH ADDITIONAL OR REDUCED COST SHALL NOT BE SEPARATELY PAID OR CREDITED IF THE SAME HAS ALREADY BEEN ACCOUNTED FOR IN THE PRICE NEGOTIATIONS WHERE APPLICABLE, IN ACCORDANCE WITH GCC CLAUSE15.

25. FORCE MAJEURE

25.1 THE SELLER SHALL NOT BE LIABLE FOR FORFEITURE OF ITS PERFORMANCE SECURITY (IF APPLICABLE), LIQUIDATED DAMAGES, OR TERMINATION FOR DEFAULT IF AND TO THE EXTENT THAT ITS DELAY IN PERFORMANCE OR OTHER FAILURE TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT IS THE RESULT OF AN EVENT OF FORCE MAJEURE.

25.2 FOR PURPOSES OF THIS CLAUSE, "FORCE MAJEURE" MEANS AN EVENT OR SITUATION BEYOND THE CONTROL OF THE SELLER THAT IS NOT FORESEEABLE, IS UNAVOIDABLE, AND ITS ORIGIN IS NOT DUE TO NEGLIGENCE OR LACK OF CARE ON THE PART OF THE SELLER. SUCH EVENTS MAY INCLUDE, BUT NOT BE LIMITED TO, ACTS OF THE PROCURING ENTITY IN ITS SOVEREIGN CAPACITY, WARS OR REVOLUTIONS, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, AND FREIGHT EMBARGOES.

25.3 IF A FORCE MAJEURE SITUATION ARISES, THE SELLER SHALL PROMPTLY NOTIFY THE PROCURING ENTITY IN WRITING OF SUCH CONDITION AND THE CAUSE THEREOF. UNLESS OTHERWISE DIRECTED BY THE PROCURING ENTITY IN WRITING, THE SELLER SHALL CONTINUE TO PERFORM ITS OBLIGATIONS UNDER THE CONTRACT AS FAR AS IS REASONABLY PRACTICAL, AND SHALL SEEK ALL REASONABLE ALTERNATIVE MEANS FOR PERFORMANCE NOT PREVENTED BY THE FORCE MAJEURE EVENT.

26. CHANGE ORDERS AND CONTRACT AMENDMENTS

26.1 THE PROCURING ENTITY MAY SHALL NOT AT ANY TIME ORDER THE SELLER THROUGH NOTICE IN ACCORDANCE GCC CLAUSE 8, TO MAKE CHANGES WITHIN THE GENERAL SCOPE OF THE CONTRACT.

26.2 PRICES TO BE CHARGED BY THE SELLER THAT MIGHT BE NEEDED BUT WHICH WERE NOT INCLUDED IN THE CONTRACT SHALL BE AGREED UPON IN ADVANCE BY THE PARTIES AND SHALL NOT EXCEED THE PREVAILING RATES CHARGED TO OTHER PARTIES BY THE SELLER FOR SIMILAR SERVICES.



27. VALUE ENGINEERING

27.1 THE SELLER MAY PREPARE, AT ITS OWN COST, A VALUE ENGINEERING PROPOSAL AT ANY TIME DURING THE PERFORMANCE OF THE CONTRACT. THE VALUE ENGINEERING PROPOSAL SHALL, AT A MINIMUM, INCLUDE THE FOLLOWING;

- I) THE PROPOSED CHANGE(S), AND A DESCRIPTION OF THE DIFFERENCE TO THE EXISTING CONTRACT REQUIREMENTS;
- II) A FULL COST/BENEFIT ANALYSIS OF THE PROPOSED CHANGE(S) INCLUDING A DESCRIPTION AND ESTIMATE OF COSTS THE PROCURING ENTITY MAY INCUR IN IMPLEMENTING THE VALUE ENGINEERING PROPOSAL AND
- III) A DESCRIPTION OF ANY EFFECT(S) OF THE CHANGE ON PERFORMANCE / FUNCTIONALITY.

27.2 THE PROCURING ENTITY MAY ACCEPT THE VALUE ENGINEERING PROPOSAL IF THE PROPOSAL DEMONSTRATES BENEFITS THAT:

- A ACCELERATES THE DELIVERY PERIOD; OR
- B REDUCES THE CONTRACT PRICE OR THE LIFE CYCLE COSTS TO THE PROCURING ENTITY; OR
- C IMPROVES THE QUALITY, EFFICIENCY OR SUSTAINABILITY OF THE PROPERTY; OR
- D YIELDS ANY OTHER BENEFITS TO THE PROCURING ENTITY, WITHOUT COMPROMISING THE NECESSARY FUNCTIONS OF THE PROPERTY.

27.3 IF THE VALUE ENGINEERING PROPOSAL IS APPROVED BY THE PROCURING ENTITY AND RESULTS IN:

A REDUCTION OF THE CONTRACT PRICE; THE AMOUNT TO BE PAID TO THE SELLER SHALL BE THE PERCENTAGE SPECIFIED IN THE **SCC** OF THE REDUCTION IN THE CONTRACT PRICE; OR AN INCREASE IN THE CONTRACT PRICE; BUT RESULTS IN A REDUCTION IN LIFE CYCLE COSTS DUE TO ANY BENEFIT DESCRIBED IN (A) TO (D) ABOVE, THE AMOUNT TO BE PAID TO THE SELLER SHALL BE THE FULL INCREASE IN THE CONTRACT PRICE.

27.4 SUBJECT TO THE ABOVE, NO VARIATION IN OR MODIFICATION OF THE TERMS OF THE CONTRACT SHALL BE MADE EXCEPT BY WRITTEN AMENDMENT SIGNED BY THE PARTIES.

28. EXTENSIONS OF TIME

28.1 IF AT ANY TIME DURING PERFORMANCE OF THE CONTRACT, THE SELLER SHOULD ENCOUNTER CONDITIONS IMPEDING TIMELY DELIVERY OF THE PROPERTY PURSUANT TO GCC CLAUSE 13, THE SELLER SHALL PROMPTLY NOTIFY THE PROCURING ENTITY IN WRITING OF THE DELAY, IT'S LIKELY DURATION, AND ITS CAUSE. AS SOON AS PRACTICABLE AFTER RECEIPT OF THE SELLER'S NOTICE, THE PROCURING ENTITY SHALL EVALUATE THE SITUATION AND MAY AT ITS DISCRETION EXTEND THE SELLER'S TIME FOR PERFORMANCE, IN WHICH CASE THE EXTENSION SHALL BE RATIFIED BY THE PARTIES BY AMENDMENT OF THE CONTRACT.

28.2 EXCEPT IN CASE OF FORCE MAJEURE, AS PROVIDED UNDER GCC CLAUSE 25, A DELAY BY THE SELLER IN THE PERFORMANCE OF ITS DELIVERY AND COMPLETION OBLIGATIONS SHALL RENDER THE SELLER LIABLE TO THE IMPOSITION OF LIQUIDATED DAMAGES PURSUANT TO GCC CLAUSE 22, UNLESS AN EXTENSION OF TIME IS AGREED UPON, PURSUANT TO GCC SUB-CLAUSE 28.1.

29. TERMINATION FOR DEFAULT

29.1 THE PROCURING ENTITY, WITHOUT PREJUDICE TO ANY OTHER REMEDY FOR BREACH OF CONTRACT, BY WRITTEN NOTICE OF DEFAULT SENT TO THE SELLER, MAY TERMINATE THE CONTRACT IN WHOLE OR IN PART:

- A IF THE SELLER FAILS TO DELIVER THE PROPERTY WITHIN THE PERIOD SPECIFIED IN THE CONTRACT, OR WITHIN ANY EXTENSION THEREOF GRANTED BY THE PROCURING ENTITY PURSUANT TO GCC CLAUSE 28;
- B IF THE SELLER FAILS TO PERFORM ANY OTHER OBLIGATION UNDER THE CONTRACT; OR
- C IF THE SELLER, IN THE JUDGMENT OF THE PROCURING ENTITY HAS ENGAGED IN FRAUD AND CORRUPTION IN COMPETING FOR OR IN EXECUTING THE CONTRACT.

30. TERMINATION FOR INSOLVENCY

30.1 THE PROCURING ENTITY MAY AT ANY TIME TERMINATE THE CONTRACT BY GIVING NOTICE TO THE SELLER IF THE SELLER BECOMES BANKRUPT OR OTHERWISE INSOLVENT. IN SUCH EVENT, TERMINATION WILL BE WITHOUT COMPENSATION TO THE SELLER, PROVIDED THAT SUCH TERMINATION WILL NOT PREJUDICE OR AFFECT ANY RIGHT OF ACTION OR REMEDY THAT HAS ACCRUED OR WILL ACCRUE THEREAFTER TO THE PROCURING ENTITY

31. TERMINATION FOR CONVENIENCE.

31.1 THE PROCURING ENTITY, BY NOTICE SENT TO THE SELLER, MAY TERMINATE THE CONTRACT AT ANY TIME FOR ITS CONVENIENCE. THE NOTICE OF TERMINATION SHALL SPECIFY THAT TERMINATION IS FOR THE PROCURING ENTITY'S CONVENIENCE, THE EXTENT TO WHICH PERFORMANCE OF THE SELLER UNDER THE CONTRACT IS TERMINATED, AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE.

32. ASSIGNMENT

32.1 NEITHER THE PROCURING ENTITY NOR THE SELLER SHALL ASSIGN THEIR OBLIGATIONS UNDER THIS CONTRACT, EXCEPT WITH PRIOR WRITTEN CONSENT OF THE OTHER PARTY.

SECTION VII-SPECIAL CONDITIONS OF CONTRACT



Special Conditions of Contract (SCC)

	GCC Reference & SCC Detail	Filled By	Value to be Auto Populated in Tender Document
GCC Reference	1. DEFINITIONS H) "PROCURING ENTITY" MEANS THE ENTITY PURCHASING THE PROPERTY AS SPECIFIED IN THE SCC . "SCC" MEANS THE SPECIAL CONDITIONS OF CONTRACT.	-	-
SCC Detail	THE PROCURING ENTITY IS: [INSERT COMPLETE LEGAL NAME OF THE PROCURING ENTITY]	Auto Populate	ENERGY & PETROLEUM REGULATORY AUTHORITY
GCC Reference	8. NOTICES 8.1 ANY NOTICE GIVEN BY ONE PARTY TO THE OTHER PURSUANT TO THE CONTRACT SHALL BE IN WRITING TO THE ADDRESS SPECIFIED IN THE SCC . A NOTICE SHALL BE EFFECTIVE WHEN DELIVERED OR ON THE NOTICE'S EFFECTIVE DATE, WHICHEVER IS LATER.	-	-
SCC Detail	FOR NOTICES, THE PROCURING ENTITY'S ADDRESS SHALL BE: ATTENTION: [INSERT FULL NAME OF PERSON, IF APPLICABLE]	Auto Populate	ENERGY & PETROLEUM REGULATORY AUTHORITY

SCC Detail	POSTAL ADDRESS (<i>FULL POSTAL ADDRESS</i>)	Auto Populate	00100
SCC Detail	PHYSICAL ADDRESS (<i>FULL LOCATION ADDRESS- INSERT CITY, STREET NAME, BUILDING NAMED FLOOR NUMBER, ROOM NUMBER</i>)	Manual Input	1ST FLOOR, EAGLE AFRICA CENTRE, LONGONOT ROAD UPPERHILL
SCC Detail	TELEPHONE: [<i>INCLUDE TELEPHONE NUMBER, INCLUDING COUNTRY AND CITY CODES</i>]	Manual Input	+254-20-2847000 /200
SCC Detail	ELECTRONIC MAIL ADDRESS: [INSERT E-MAIL ADDRESS, IF APPLICABLE]	Manual Input	PROCUREMENTGRP@EPRA.GO.KE



GCC Reference	10. SETTLEMENTS OF DISPUTES 10.2 IF, AFTER TWENTY-EIGHT (28) DAYS, THE PARTIES HAVE FAILED TO RESOLVE THEIR DISPUTE OR DIFFERENCE BY SUCH MUTUAL CONSULTATION, THE NEITHER THE PROCURING ENTITY OR THE SELLER MAY GIVE NOTICE TO THE OTHER PARTY OF ITS INTENTION TO COMMENCE ARBITRATION, AS HERE IN AFTER PROVIDED, AS TO THE MATTER IN DISPUTE, AND NO ARBITRATION IN RESPECT OF THIS MATTER MAY BE COMMENCED UNLESS SUCH NOTICE IS GIVEN. ANY DISPUTE OR DIFFERENCE IN RESPECT OF WHICH A NOTICE OF INTENTION TO COMMENCE ARBITRATION HAS BEEN GIVEN IN ACCORDANCE WITH THIS CLAUSE SHALL BE FINALLY SETTLED BY ARBITRATION. ARBITRATION MAY BE COMMENCED PRIOR TO OR AFTER COMPLETION OF THE CONTRACT. ARBITRATION PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF PROCEDURE SPECIFIED IN THE SCC.	-	-
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SCC Detail	THE RULES OF PROCEDURE FOR ARBITRATION PROCEEDINGS PURSUANT TO GCC CLAUSE 10.2 SHALL BE AS FOLLOWS: <i>[THE TENDERING DOCUMENT SHOULD CONTAIN ONE CLAUSE TO BE RETAINED IN THE EVENT OF A CONTRACT WITH A FOREIGN SELLER AND ONE CLAUSE TO BE RETAINED IN THE EVENT OF A CONTRACT WITH A SELLER WHO IS A NATIONAL OF KENYA. AT THE TIME OF FINALIZING THE CONTRACT, THE RESPECTIVE APPLICABLE CLAUSE SHOULD BE RETAINED IN THE CONTRACT. THE FOLLOWING EXPLANATORY NOTE SHOULD THEREFORE BE INSERTED AS A HEADER TO GCC 10.2 IN THE TENDERING DOCUMENT.</i> <i>"CLAUSE 10.2 (A) SHALL BE RETAINED IN THE CASE OF A CONTRACT WITH A FOREIGN SELLER AND CLAUSE 10.2 (B) SHALL BE RETAINED IN THE CASE OF A CONTRACT WITH A NATIONAL OF KENYA"]</i>	Manual Input	NOT APPLICABLE
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SCC Detail	(A) CONTRACT WITH FOREIGN SELLER: [FOR CONTRACTS ENTERED INTO WITH FOREIGN SELLERS, INTERNATIONAL COMMERCIAL ARBITRATION MAY HAVE PRACTICAL ADVANTAGES OVER OTHER DISPUTE SETTLEMENT METHODS. AMONG THE RULES TO GOVERN THE ARBITRATION PROCEEDINGS, THE PROCURING ENTITY MAY WISH TO CONSIDER THE UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW (UNCITRAL) ARBITRATION RULES OF 1976, THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE (ICC), THE RULES OF THE LONDON COURT OF INTERNATIONAL ARBITRATION OR THE RULES OF ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE.] IF THE PROCURING ENTITY CHOOSES THE UNCITRAL ARBITRATION RULES, THE FOLLOWING SAMPLE CLAUSE SHOULD BE INSERTED	Manual Input	NOT APPLICABLE
SCC Detail	GCC 10.2 (A)—ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR BREACH, TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE UNCITRAL ARBITRATION RULES AS AT PRESENT IN FORCE. IF THE PROCURING ENTITY CHOOSES THE RULES OF ICC, THE FOLLOWING SAMPLE CLAUSE SHOULD BE INSERTED:	Manual Input	NOT APPLICABLE

SCC Detail	GCC 10.2 (A)—ALL DISPUTES ARISING IN CONNECTION WITH THE PRESENT CONTRACT SHALL BE FINALLY SETTLED UNDER THE RULES OF CONCILIATION AND ARBITRATION OF THE INTERNATIONAL CHAMBER OF COMMERCE BY ONE OR MORE ARBITRATORS APPOINTED IN ACCORDANCE WITH SAID RULES. IF THE PROCURING ENTITY CHOOSES THE RULES OF ARBITRATION INSTITUTE OF STOCKHOLM CHAMBER OF COMMERCE, THE FOLLOWING SAMPLE CLAUSE SHOULD BE INSERTED:	Manual Input	NOT APPLICABLE
SCC Detail	GCC 10.2 —ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, OR THE BREACH TERMINATION OR INVALIDITY THEREOF, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF THE ARBITRATION INSTITUTE OF THE STOCKHOLM CHAMBER OF COMMERCE. IF THE PROCURING ENTITY CHOOSES THE RULES OF THE LONDON COURT OF INTERNATIONAL ARBITRATION, THE FOLLOWING CLAUSE SHOULD BE INSERTED:	Manual Input	NOT APPLICABLE

SCC Detail	GCC 10.2—ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, INCLUDING ANY QUESTION REGARDING ITS EXISTENCE, VALIDITY OR TERMINATION SHALL BE REFERRED TO AND FINALLY RESOLVED BY ARBITRATION UNDER THE RULES OF THE LONDON COURT OF INTERNATIONAL ARBITRATION, WHICH RULES ARE DEEMED TO BE INCORPORATED BY REFERENCE TO THIS CLAUSE.	Manual Input	NOT APPLICABLE
SCC Detail	(B) CONTRACTS WITH SELLER WHO IS A NATIONAL OF KENYA: IN THE CASE OF A DISPUTE BETWEEN THE PROCURING ENTITY AND A SELLER WHO IS A NATIONAL OF KENYA, THE DISPUTE SHALL BE REFERRED TO ARBITRATION IN ACCORDANCE WITH THE LAWS OF KENYA.	Manual Input	THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF KENYA. IN CASE OF A DISPUTE BETWEEN THE PARTIES ON MATTERS ARISING PURSUANT TO THIS CONTRACT THAT CANNOT BE SETTLED AMICABLY BY THE PARTIES, A PARTY MAY REFER THE DISPUTE FOR ARBITRATION IN ACCORDANCE WITH THE ARBITRATION ACT, 1995. WHERE THE PARTIES FAIL TO AGREE ON THE APPOINTMENT OF

			AN ARBITRATOR, THE ARBITRATOR SHALL BE APPOINTED BY THE CHAIRMAN OF THE CHARTERED INSTITUTE OF ARBITRATORS, KENYA BRANCH, ON THE REQUEST OF THE APPLYING PARTY.
GCC Reference	16. TERMS OF PAYMENT 16.1 THE CONTRACT PRICE, INCLUDING ANY ADVANCE PAYMENTS, IF APPLICABLE, SHALL BE PAID AS SPECIFIED IN THE SCC .	-	-

SCC Detail	SAMPLE PROVISION GCC 16.1—THE METHOD AND CONDITIONS OF PAYMENT TO BE MADE TO THE SELLER UNDER THIS CONTRACT SHALL BE AS FOLLOWS: (I) ADVANCE PAYMENT: TEN (10) PERCENT OF THE CONTRACT PRICE SHALL BE PAID WITHIN THIRTY (30) DAYS OF SIGNING OF THE CONTRACT, AND UPON SUBMISSION OF CLAIM AND A BANK GUARANTEE FOR EQUIVALENT AMOUNT VALID UNTIL THE PROPERTY IS TRANSFERRED TO THE PROCURING ENTITY. (II) FINAL PAYMENT OF NINETY (90) PERCENT OF THE CONTRACT PRICE OF THE PROPERTY ON RECEIPT OF DULY EXECUTED PROPERTY TRANSFER FORMS: WITHIN _____ (INSERT NUMBER) DAYS. THE BANK GUARANTEE SHALL THEN BE RELEASED.	Manual Input	90 DAYS
GCC Reference	16.5 IN THE EVENT THAT THE PROCURING ENTITY FAILS TO PAY THE SELLER ANY PAYMENT BY ITS DUE DATE OR WITHIN THE PERIOD SET FORTH IN THE SCC, THE PROCURING ENTITY SHALL PAY TO THE SELLER INTEREST ON THE AMOUNT OF SUCH DELAYED PAYMENT AT THE RATE SHOWN IN THE SCC, FOR THE PERIOD OF DELAY UNTIL PAYMENT HAS BEEN MADE IN FULL, WHETHER BEFORE OR AFTER JUDGMENT OR ARBITRAGE AWARD.	-	-

SCC Detail	THE PAYMENT-DELAY PERIOD AFTER WHICH THE PROCURING ENTITY SHALL PAY INTEREST TO THE SELLER SHALL BE <i>[INSERT NUMBER]</i> DAYS.	Manual Input	AFTER 90 DAYS
SCC Detail	THE INTEREST RATE THAT SHALL BE APPLIED IS <i>[INSERT NUMBER]</i> %	Manual Input	PREVAILING CENTRAL BANK RATES
GCC Reference	17. TAXES AND DUTIES 17.1 THE TAXES TO BE PAID BY THE PROCURING ENTITY AND THE SELLER SHALL BE SPECIFIED IN THE SCC .	-	-
SCC Detail	THE TAXES TO BE PAID BY THE PROCURING ENTITY AND THE SELLER ARE: (SPECIFY) _____ _____	Manual Input	AS PER APPLICABLE TAX LAW

GCC Reference	18. PERFORMANCE SECURITY 18.1 NO PERFORMANCE SECURITY IS ENVISAGED, BUT IF REQUIRED, IT SHALL BE AS SPECIFIED IN THE SCC. <i>[THE AMOUNT OF THE PERFORMANCE SECURITY IS USUALLY EXPRESSED AS A PERCENTAGE OF THE CONTRACT PRICE. THE PERCENTAGE VARIES ACCORDING TO THE PROCURING ENTITY'S PERCEIVED RISK AND IMPACT OF NON-PERFORMANCE BY THE SELLER. A 10% PERCENTAGE IS USED UNDER NORMAL CIRCUMSTANCES]</i> <i>IF REQUIRED, THE PERFORMANCE SECURITY SHALL BE DENOMINATED IN [INSERT "A FREELY CONVERTIBLE CURRENCY ACCEPTABLE TO THE PROCURING ENTITY" OR "THE CURRENCIES OF PAYMENT OF THE CONTRACT, IN ACCORDANCE WITH THEIR PORTIONS OF THE CONTRACT PRICE"]</i>	-	-
SCC Detail	A PERFORMANCE SECURITY [INSERT "SHALL" OR "SHALL NOT" BE REQUIRED]	Manual Input	SHALL NOT
SCC Detail	<i>[IF A PERFORMANCE SECURITY IS REQUIRED, INSERT "THE AMOUNT OF THE PERFORMANCE SECURITY SHALL BE: [INSERT AMOUNT]</i>	Manual Input	NOT APPLICABLE

SCC Detail	IF REQUIRED, THE PERFORMANCE SECURITY SHALL BE IN THE FORM OF: <i>[INSERT "A DEMAND GUARANTEE" OR "A PERFORMANCE BOND"]</i>	Manual Input	NOT APPLICABLE
SCC Detail	DISCHARGE OF THE PERFORMANCE SECURITY SHALL TAKE PLACE: _____ _____	Manual Input	NOT APPLICABLE
GCC Reference	20. CONFIDENTIAL INFORMATION 20.3 THE OBLIGATION OF A PARTY UNDER GCC SUB- CLAUSES 20.1 AND 20.2 ABOVE, HOWEVER, SHALL NOT APPLY TO INFORMATION THAT: A) THE PROCURING ENTITY OR SELLER NEED TO SHARE WITH OTHER ARMS OF GOVERNMENT OR OTHER BODIES PARTICIPATING IN THE FINANCING OF THE CONTRACT; SUCH PARTIES SHALL BE DISCLOSED IN THE SCC;	-	-
SCC Detail	THE PROCURING ENTITY AND/OR OR SELLER SHALL SHARE INFORMATION WITH FOLLOWING ARMS OF GOVERNMENT OR OTHER BODIES: _____ _____	Manual Input	TO BE SPECIFIED DURING CONTRACTING

GCC Reference	22. LIQUIDATED DAMAGES 22.1 EXCEPT AS PROVIDED UNDER GCC CLAUSE 32, IF THE SELLER FAILS TO DELIVER THE TRANSFER DOCUMENTS OF THE PROPERTY BY THE DATE(S) WITHIN THE PERIOD SPECIFIED IN THE CONTRACT, THE PROCURING ENTITY MAY WITHOUT PREJUDICE TO ALL ITS OTHER REMEDIES UNDER THE CONTRACT, DEDUCT FROM THE CONTRACT PRICE, AS LIQUIDATED DAMAGES, A SUM EQUIVALENT TO THE PERCENTAGE SPECIFIED IN THE SCC OF THE CONTRACT PRICE FOR MONTH OR PART THEREOF OF DELAY UNTIL ACTUAL THE TRANSFER DOCUMENTS OF THE PROPERTY, UP TO A MAXIMUM DEDUCTION OF THE PERCENTAGE SPECIFIED IN THE SCC. ONCE THE MAXIMUM IS REACHED, THE PROCURING ENTITY MAY TERMINATE THE CONTRACT PURSUANT TO GCC CLAUSE 29.	-	-
SCC Detail	THE LIQUIDATED DAMAGE SHALL BE: <i>[INSERT NUMBER]</i> % PER MONTH	Manual Input	TO BE SPECIFIED DURING CONTRACTING
SCC Detail	THE MAXIMUM AMOUNT OF LIQUIDATED DAMAGES SHALL BE: <i>[INSERT NUMBER]</i> %	Manual Input	TO BE SPECIFIED DURING CONTRACTING

GCC Reference	23. WARRANTY AND PATENT INDEMNITY 23.1 IF THERE ARE ANY WARRANTIES OR PATENT INDEMNITIES REQUIRED UNDER THIS CONTRACT, THEY WILL BE SPECIFIED IN THE SCC.	-	-
SCC Detail	IF THERE ARE ANY WARRANTIES OR PATENT INDEMNITIES REQUIRED UNDER THIS CONTRACT, THEY WILL BE PROVIDED AS FOLLOWS:_____	Manual Input	TO BE SPECIFIED DURING CONTRACTING
GCC Reference	27. VALUE ENGINEERING 27.3 IF THE VALUE ENGINEERING PROPOSAL IS APPROVED BY THE PROCURING ENTITY AND RESULTS IN: A REDUCTION OF THE CONTRACT PRICE; THE AMOUNT TO BE PAID TO THE SELLER SHALL BE THE PERCENTAGE SPECIFIED IN THE SCC OF THE REDUCTION IN THE CONTRACT PRICE; OR AN INCREASE IN THE CONTRACT PRICE; BUT RESULTS IN A REDUCTION IN LIFE CYCLE COSTS DUE TO ANY BENEFIT DESCRIBED IN (A) TO (D) ABOVE, THE AMOUNT TO BE PAID TO THE SELLER SHALL BE THE FULL INCREASE IN THE CONTRACT PRICE.	-	-
SCC Detail	IF THE VALUE ENGINEERING PROPOSAL IS APPROVED BY THE PROCURING ENTITY THE AMOUNT TO BE PAID TO THE SELLER SHALL BE ____% (INSERT APPROPRIATE PERCENTAGE. THE PERCENTAGE IS NORMALLY UP TO 50%) OF THE REDUCTION IN THE CONTRACT PRICE.	Manual Input	TO BE SPECIFIED DURING CONTRACTING

