



# **EGERTON UNIVERSITY RETIREMENT BENEFITS SCHEME**

## **TENDER DOCUMENT**

### **DISPOSAL OF SCHEME LAND BLOCK NO.S**

(LOT 1 LR. No 12648/112 and LR. No 12648/114 -MAVOKO, MACHAKOS &  
LOT 2 LR. No 9950/3, LR. No 9950/41, LR. No 9950/42, LR. No 9950/48 and LR. No 9950/49 -NGORIKA,  
NAKURU)

**TENDER NO. EURBS/01/2023-2024**

**TENDER CLOSIN DATE: 23RD AUGUST, 2023**

**AT 10.00 AM**

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## SECTION I: LETTER OF INVITATION

**TENDER REF NO.: EURBS/01/2023-2024**

**TENDER NAME: DISPOSAL OF SCHEME LAND-(LOT 1 LR. No 12648/112 and LR. No 12648/114 -MAVOKO, MACHAKOS AND LOT 2 LR. No 9950/3, LR. No 9950/41, LR. No 9950/42, LR. No 9950/48 and LR. No 9950/49 -NGORIKA, NAKURU)**

- 1.1 The Egerton University Retirement Pension Scheme (The Scheme) invites sealed bids from eligible candidates for **DISPOSAL OF SCHEME LAND-(LOT 1 LR. No 12648/112 and LR. No 12648/114 -MAVOKO, MACHAKOS AND LOT 2 LR. No 9950/3, LR. No 9950/41, LR. No 9950/42, LR. No 9950/48 and LR. No 9950/49 - NGORIKA, NAKURU).**
- 1.2 The tender is open to persons/ firms (both local and international) with the legal capacity to enter into a contract for the sale of the listed property, not insolvent, not in receivership or not bankrupt.
- 1.3 Tendering will be conducted through the National Competitive Bidding procedures specified in the *Public Procurement and Asset Disposal Act, 2015 and the Public Procurement and Disposal Regulations, 2020.*
- 1.4 A complete set of print tender documents may be obtained by interested candidates upon payment of non-refundable fee of Kenya shillings one thousand (Kshs 1,000.00) payable by direct deposit to the Scheme bank account number:  
Bank Name/Branch: **KCB/Egerton**  
A/C Name: **Egerton University Retirement Benefits Scheme**  
A/C Number: **1101909943**
- 1.5 The document may be viewed and downloaded from the Egerton University Retirement Pension Scheme website: [www.pensions@egerton.ac.ke](mailto:pensions@egerton.ac.ke) **OR** from the Public procurement information portal [www.tenders.ac.ke](http://www.tenders.ac.ke) for free and details sent to [pensions@egerton.ac.ke](mailto:pensions@egerton.ac.ke) for registration.
- 1.6 Enquiries can be made via email address: [pensions@egerton.ac.ke](mailto:pensions@egerton.ac.ke)
- 1.7 There will be a Site Visit for interested bidders as follows: Prospective bidders are advised to view the properties in liaison with the Scheme, during the site-visit on dates indicated below before they bid for each lot. This will enable bidders to arrive at the most reasonable and competitive bids. Bids are based on “AS IS WHERE IS” condition and other conditions of the items are not warranted by the seller.

***N/B: Every prospective buyer shall cater for the cost associated with the Site Visit.***

<b>Place</b>	<b>Date</b>	<b>Time</b>	<b>Meeting Point</b>
Nakuru	14/08/2023	10.00 am	Golden Life Mall Pension Boardroom 8 th floor
Machakos	15/08/2023	10.00 am	At Unga House Westland, Nairobi

***N/B The N/B: Every prospective buyer shall cater for the cost associated with the Site Visit.***

- 1.8 Tenderers shall be required to submit a **deposit of KES. 44,400,000.00 for machakos land and KES 52,000,000.00** in form of a Banker’s cheque addressed to Egerton University Retirement Benefits Scheme lawyer’s bank account for every item tendered for.
- 1.9 The tenderers shall submit together with the applicable Bid a deposit in the form of a cheque or payment by **RTGS directly into the Scheme lawyer’s bank account** at;
- Bank - Kenya Commercial Bank  
 Branch - KICC Branch  
 Swift/ BIC - KCBLKENX  
 Bank Code - 01104  
 Acc. Name - Robson Harris Advocates LLP  
 A/c No. - 110 224 9432
- The deposit will have been paid **directly into the Scheme lawyer’s bank** account before the closing of the tender. The deposit shall form part of the purchase price for the successful bidder but refunded to unsuccessful bidders. This deposit shall be forfeited in total should the successful bidder not complete the transaction. Payment of the deposit will be made by RTGS or Bankers Cheque only. Any other form of payment will not be accepted. Bank guarantees are not acceptable as payment of the deposit.
- 1.10 The bidder shall provide evidence and undertaking that the balance of the Purchase Price is available and can be raised within ninety (90) days from the date of tender closing. This shall be provided by way of a letter of comfort from the bidder’s bank – see Annexed
- 1.11** This tender process shall be governed by the ***Public procurement and asset disposal act 2015.***
- 1.12 All completed tender documents are to be enclosed in plain sealed envelopes in one (1) original plus **[two - 2 copies]**, properly filled in, and must be delivered to the address below, marked and addressed as follows:

**TENDER NO. EURBS/01/2023-2024  
 DISPOSAL OF SCHEME LAND  
 “DO NOT OPEN BEFORE 10:00 HOURS ON (DATE DEPENDING ON CLUSTER)”**

Addressed to:

**THE TRUST SECRETARY**  
**EGERTON UNIVERSITY RETIREMENT PENSION SCHEME**  
**P.O. BOX 536-20115**  
**EGERTON**

Email: [pensions@egerton.ac.ke](mailto:pensions@egerton.ac.ke)

- 1.13 Completed tenders may be deposited at the Tender box located at the Pensions and insurance office Egerton University Njoro campus, along Njoro Mau Narok Road **BEFORE 10:00 HOURS.**
- 1.14 Prices quoted should be inclusive of all taxes and must be in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tender.
- 1.15 Tenders shall be opened immediately thereafter in the presence of the candidates or their representatives who may choose to attend at the Pensions and insurance office Egerton University Njoro campus, along Njoro Mau Narok Road
- 1.16 Late or incomplete Tenders shall not be accepted.
- 1.17 Canvassing or lobbying for the tender shall lead to automatic disqualification.

## **SECTION II: INSTRUCTION TO TENDERERS**

### **2.1 Eligible Tenderers**

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

### **2.2 Cost of Tendering**

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

### **2.3 Contents of Tender Document**

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Instructions to Tenderers
  - (ii) General Conditions of Contract
  - (iii) Special Conditions of Contract
  - (iv) Schedule of Requirements /properties
  - (v) Form of Tender and Price Schedules
  - (vi) Contract Form
  - (vii) Confidential Business Questionnaire Form
  - (viii) Tender security Form
  - (ix) Declaration Form and letter of Comfort
  - (x) Notification of award
- 2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specification in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## 2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring entity's address indicated in the appendix to instructions. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of the tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all candidates who have received the tender documents.
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## 2.5 Amendment of Documents

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

## 2.6 Language of Tender

- 2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring Entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.7 Evaluation Criteria

### 2.7.1 Stage One: Mandatory Documents

- 2.7.2 The tenders prepared by the tenderers must comprise the following components

- i. Have a table of contents pages clearly indicating Sections and Page Numbers - **Mandatory.**
- ii. Have pages in the whole document (including appendixes) bound, numbered in the correct sequence, serialized and initialed -**Mandatory.**
- iii. Duly filled and signed Tender deposit Commitment Declaration Form - **Mandatory**
- iv. Certificate of Registration / Incorporation (Registered Companies Only) with Form CR 12 from Registrar of Companies. **Individuals bidding for the items will be required to submit copies of national identity cards and Personal Identification Number Certificate from Kenya Revenue Authority – Mandatory OR Agents bidding on behalf of and individual or group of individuals will be required to attach consortium agreement**

*dully signed by all interested parties in the consortium.*

- v. Valid and Current Tax Compliance Certificate from Kenya Revenue Authority - **Mandatory**
- vi. Duly filled, signed and stamped Confidential Business Questionnaire Form - **Mandatory**
- vii. Duly filled, signed and stamped Declaration Form - **Mandatory**
- viii. Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge Form - **Mandatory**
- ix. Evidence of having attended the site visit - **Mandatory.**
- x. Refundable deposit in the form of Bankers Cheque payable to payment by RTGS directly into the Scheme lawyer's bank account (***BANK DETAILS AS INDICATED IN 1.9*** above) for every applied LOT/CLUSTER. - **Mandatory**
- xi. A commitment letter that if awarded the contract, payment shall be made as specified in particular conditions of the contract - **Mandatory**

*N/B The responsive bids from stage one above shall proceed to stage two financial evaluation stage*

### 2.7.3 Stage Two: Financial Evaluation

#### **The Most Competitive Bidder**

The most competitive bidder PER LOT/CLUSTER will be the bidder who quotes the **highest amount subject to the reserve prices and evidence that the balance of the purchase price can be raised and paid within ninety (90) days and also subject to due diligence. Award Shall Be Per Lot/Cluster.**

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

### **2.8 Tender Prices and Currencies**

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

### **2.9 Tender Currencies**

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

### **2.10 Tender deposit**

- 2.10.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.
- 2.10.2 Failure to put the required deposit for any item tendered for will lead to disqualification



of the bid for the item.

- 2.10.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible, **but not later than Seven (7) days** after the expiry period of the tender validity prescribed by the Scheme.
- 2.10.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.
- 2.10.5 The tender deposit may be forfeited:
  - (a) If a tenderer withdraws its tender during the period of tender validity specified by the Scheme.
  - (b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

## **2.11 Validity of Tenders**

- 2.11.1 Tenders shall remain valid for a period of ninety (90) days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Scheme, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Scheme as non-responsive.
- 2.11.2 In exceptional circumstances, the Scheme may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.12 Format and Signing of Tender**

- 2.12.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.12.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender shall be initialed by the person or persons signing the tender.
- 2.12.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.13 Sealing and Marking of Tenders**

- 2.13.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.13.2 The inner and outer envelopes shall: -
  - a) be addressed to the Procuring Entity at the address given in the Invitation to Tender:

b) bear tender number, tender name and name of tenderer in the Invitation for Tenders and the words “DO NOT OPEN BEFORE,” *Deadline for submission at 10.00 am*

2.13.3 The inner and outer envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

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

## **2.14 Deadline for Submission of Tenders**

2.14.1 Completed tender documents must be received by the Scheme at the address specified not later than **10:00 HOURS** :

2.14.2 The Scheme may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5 in which case all rights and obligations of the Scheme and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.15 Modification and Withdrawal of Tenders**

2.15.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Scheme prior to the deadline prescribed for submission of tenders.

2.15.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.15.3 No tender may be modified after the deadline for submission of tenders.

2.15.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender deposit, pursuant to paragraph 2.7.5

## **2.16 Opening of Tenders**

2.16.1 The Scheme will open all tenders in the presence of tenderers’ representatives who choose to attend at **10:00 HOURS** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.16.2 The tenderers’ names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Scheme, at its discretion, may consider appropriate, will be announced at the opening.

2.16.3 The Scheme will prepare minutes of the tender opening.

## **2.17 Clarification of tenders**

2.17.1 To assist in the examination, evaluation and comparison of tenders the Scheme may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification

and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted

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

## **2.18 Preliminary Examination**

- 2.18.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.18.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.18.3 The Procuring Entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.18.4 Prior to the detailed evaluation, the Procuring Entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring Entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.18.5 If a tender is not substantially responsive, it will be rejected by the Procuring Entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity

## **2.19 Conversion to Single Currency**

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

## **2.20 Evaluation and Comparison of Tenders**

- 2.20.1 The Scheme will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination, a tender that will be determined to be substantially non-responsive, will be rejected by the Scheme and may not subsequently be made substantially responsive by the tenderer by correction of the non-conformity.
- 2.20.2 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- 2.20.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future tenders of the Scheme.

## **2.21 Contacting the Procuring Entity**

- 2.21.1 Subject to paragraph 2.15 no tenderer shall contact the Procuring Entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.21.2 Any effort by a tenderer to influence the Procuring Entity in its decisions on tender, evaluation, tender comparison, or contract award will result in the rejection of the Tenderer's tender

## **2.22 Award Criteria**

- 2.22.1 The Procuring Entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the highest priced evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.
- 2.22.2 The Procuring Entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring Entity's action.
- 2.22.3 If the Procuring Entity determines that none of the tenders is responsive, the Procuring Entity shall notify each tenderer who submitted the tender.

## **2.23 Notification of Award**

- 2.23.1 Prior to the expiry period of the tender validity, the Scheme will notify the successful tenderer in writing that its tender has been accepted.
- 2.23.2 The notification of award will constitute the formation of the Contract subject to the tenderer paying the price of the items.

## **2.24 Signing of Contract**

- 2.24.1 At the same time as the Scheme Procuring Entity notifies the successful tenderer that its tender has been accepted, the EURBS Legal team will send the tenderer the agreement for sale, incorporating all agreements between the parties.
- 2.24.2 The parties to the contract shall have it signed within thirty (30) days from the date of notification of contract award but not earlier than fourteen (14) days.
- 2.24.3 Within thirty (30) days of receipt of the agreement for sale, the successful tenderer shall sign and date the contract and return it to the Scheme Procuring Entity.
- 2.24.4 The sale will then proceed in the manner stated in the special conditions of contract.

## **2.25 Corrupt or Fraudulent Practices**

- 2.25.1 Procuring Entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows:

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

## **2.26 Purchase Price**

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information for sale of Scheme Land -(LOT 1 LR. No 12648/112 and LR. No 12648/114 -MAVOKO, MACHAKOS AND LOT 2 LR. No 9950/3, LR. No 9950/41, LR. No 9950/42, LR. No 9950/48 and LR. No 9950/49 -NGORIKA, NAKURU) shall complement, supplement, or amend the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>Instructions to Tenderers Reference</b>	<b>Particulars of Appendix to Instructions to Tenderers</b>
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2.3	<p>Sale of Scheme Land in the schedule of items is open to tenderers possessing the following documents and the tender submission shall;</p> <ol style="list-style-type: none"> <li>i. Have a table of contents pages clearly indicating Sections and Page Numbers - <b>Mandatory</b>.</li> <li>ii. Have pages in the whole document (including appendixes) bound, numbered in the correct sequence, serialized and initialed -<b>Mandatory</b>.</li> <li>iii. Duly filled and signed Tender deposit Commitment Declaration Form - <b>Mandatory</b></li> <li>iv. Certificate of Registration / Incorporation (Registered Companies Only) with Form CR 12 from Registrar of Companies. <b>Individuals bidding for the items will be required to submit copies of national identity cards and Personal Identification Number Certificate from Kenya Revenue Authority – Mandatory OR Agents bidding on behalf of and individual or group of individuals will be required to attach consortium agreement dully signed by all interested parties in the consortium.</b></li> <li>v. Valid and Current Tax Compliance Certificate from Kenya Revenue Authority - <b>Mandatory</b></li> <li>vi. Duly filled, signed and stamped Confidential Business Questionnaire Form - <b>Mandatory</b></li> <li>vii. Duly filled, signed and stamped Declaration Form - <b>Mandatory</b></li> <li>viii. Duly filled, signed and stamped Anti-Corruption Declaration Commitment/ Pledge Form - <b>Mandatory</b></li> <li>ix. Evidence of having attended the site visit - <b>Mandatory</b>.</li> <li>x. Refundable deposit in the form of Bankers Cheque payable to payment by RTGS directly into the Scheme lawyer’s bank account (<b>BANK DETAILS AS INDICATED IN 1.9</b> above) for every applied LOT/CLUSTER. - <b>Mandatory</b></li> <li>xi. A commitment letter that if awarded the contract, payment shall be made as specified in particular conditions of the contract - <b>Mandatory</b></li> </ol> <p><i>N/B The responsive bids from stage one above shall proceed to stage two financial evaluation stage</i></p> <p><b>Stage Two: Financial Evaluation</b></p> <p><b>The Most Competitive Bidder</b></p> <p>The most competitive bidder PER LOT/CLUSTER will be the bidder who quotes the <b>highest amount subject to the reserve prices and evidence that the balance of the purchase price can be raised and paid within ninety (90) days and <u>also subject to due diligence</u></b>. Award Shall Be Per Lot/Cluster.</p> <p><b>The properties will be sold on an “as is where is” basis. Other conditions are not warranty by the seller.</b></p>
2.7	<p>Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date</p>



## **SECTION III: -GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- a) “The Contract” means the agreement entered into between the Procuring Entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- c) “The Procuring Entity” means Egerton University Retirement benefit scheme.
- d) “The Tenderer” means the individual or firm intending to purchase the property.

### **3.2 Application**

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

### **3.3 Payment**

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

### **3.4 Assignment**

3.4.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Entity’s prior written consent.

### **3.5 Termination for Default**

3.5.1 The Procuring Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part.

- a) if the tenderer fails to provide payment within the period specified in the contract or within any extension thereof granted by the Procuring Entity.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Procuring Entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) if the Procuring Entity is for any other reason unable to perform its obligations under the contract.

### **3.6 Resolution of Disputes**

3.6.1 The Procuring Entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

3.6.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may seek the Court in Kenya.

### **3.7 Language and Law**

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

### **3.8 Force Majeure**

3.8.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

### 4.1 The payment terms for the successful candidate shall be as follows:

- 20 % of the bid value to be paid immediately after the award
- The remaining balances of the total bid value ( less the respective deposit and 20 % of the bid value to be paid immediately after the award ) on completion of the transfer but before surrenders of the title deed.

### 4.2 The Scheme gives no warranty whatsoever with regard to the state and condition of the property or any part thereof or of any buildings or improvements erected thereon or of any other structure thereon or otherwise howsoever.

### 4.3 Other conditions: -

- a) The sale shall be in accordance with the form of contract annexed with the tender document.
- b) The quoted tender prices shall exclude the stamp duty and related costs of registration including all custom duties and VAT and other taxes and costs payable for finalization of the transfer from the date of offer. The tender price, related costs and taxes shall be borne by the tenderer excluding capital gain tax.
- c) The sale of the properties is subject to a reserve price.
- d) The Procuring Entity can cancel or stop this sale process at any stage without giving any reasons.

**SECTION V SCHEDULE OF SCHEME PROPERTIES FOR DISPOSAL**

<b>LOT/CLUSTER 1 AND 2</b>					
<b>No</b>	<b>Property Description</b>	<b>Location</b>	<b>Tenure</b>	<b>Reserve Price kshs</b>	<b>Tender Deposit (Kshs.)</b>
<b>Ngorika Nakuru County (LOT/CLUSTER 2)</b>					
1	9950/3	<b>Ngorika Nakuru</b>		<b>520,000,000.00</b>	<b>52,000,000.00</b>
2	9950/41	<b>Ngorika Nakuru</b>			
3	9950/42	<b>Ngorika Nakuru</b>			
4	9950/48	<b>Ngorika Nakuru</b>			
5	9950/49	<b>Ngorika Nakuru</b>			
<b>Athi River Machakos (LOT/CLUSTER 1)</b>					
8	LR No12648/112	<b>Athi River Machakos</b>		<b>444,000,000.00</b>	<b>44,400,000.00</b>
9	LR No12648/114	<b>Athi River Machakos</b>			

## SECTION VI: CONDITIONS OF TENDER

- 6 A tenderer may tender for each lot/Cluster and may tender for as many items or lots as he/she wishes.
- 6.1 The Scheme shall reserve the right to award part or in whole. Award shall be to the highest bidder.
- 6.2 A tenderer will be required to *submit as part of the Tender submission, a refundable deposit in the form of Bankers Cheque payable to Egerton University Retirement Benefits scheme for each item tendered for as indicated in the schedule of items and prices.***(Mandatory requirement)**
- 6.3 Tenderers who will be awarded contracts will be required to pay for the property within a period of ninety (90) days failure to which the contract award will be cancelled and the deposit forfeited.
- 6.4 Tenderers who will not be awarded contracts will be refunded the deposits within twenty one (21) days of the communication of the contract awards.
- 6.5 Tenderers will be required to meet the cost off legal and stamp duties applicable within ninety days (90) days

## **SECTION VII: STANDARD FORMS**

### **6.1 NOTES ON STANDARD FORMS**

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

## 6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM (MANDATORY)

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

**You are advised that it is a serious offence to give false information on this form**

<p><b>Part 1 – General</b></p> <p>Business Name .....</p> <p>Location of business Premises .....</p> <p>Plot No..... Street/Road .....</p> <p>Postal Address ..... Tel. No. ....</p> <p>Nature of business .....</p> <p>Current Single Business Permit No. ....</p> <p>Expiring date .....</p> <p>Maximum value of business which you can handle at any one time Kshs .....</p> <p>Name of your bankers..... Branch .....</p> <p>Name of Account Holder.....</p> <p>Account Number.....</p> <p>Swift Code.....</p> <p>Branch Code.....</p> <p>Bank Code.....</p>
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**Part 2 (a) – Sole Proprietor/ Individual**

Your Name in full ..... Age .....

Nationality ..... Country of origin.....

Citizenship details .....

**NOTE: The bank details must be properly provided as it will facilitate expeditious refund of the deposit should the bid be unsuccessful**



**6.3 ANTI-CORRUPTION DECLARATION COMMITMENT/PLEDGE FORM  
(Mandatory)**

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

I/We/Messrs.....

of Street, Building, P O Box.....  
.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender name.....

Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized Signature.....

**Name and Title of Signatory.....**

**Official Seal/ Stamp .....**

**6.4 DECLARATION FORM (Mandatory)**

Date \_\_\_\_\_

To \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The tenderer i.e. (name and address) \_\_\_\_\_

\_\_\_\_\_ Declare the following:

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

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

(To be signed by authorized representative and officially stamped)

## 6.5 TENDER DEPOSIT COMMITMENT DECLARATION FORM (Mandatory)

**TENDER NO. EURBS.....**  
**DISPOSAL OF BOARDED ASSETS**

### **SCHEDULE OF SCHEME PROPERTIES FOR DISPOSAL**

As indicated in the schedule of items and prices, I/we do confirm that I/we have put deposits for the items tendered for as supported by the attached Bankers Cheques (attach original Bankers Cheque addressed to the EURBS Pension Scheme as follows:

<b>LOT/CLUSTER 1 AND 2</b>					
<b>No</b>	<b>Property Description</b>	<b>Location</b>	<b>Tenure</b>	<b>Reserve Price kshs</b>	<b>Tender Deposit (Kshs.)</b>
<b>Ngorika Nakuru County (LOT/CLUSTER 2)</b>					
1	9950/3	<b>Ngorika Nakuru County</b>		520,000,000.00	52,000,000.00
2	9950/41	<b>Ngorika Nakuru County</b>			
3	9950/42	<b>Ngorika Nakuru County</b>			
4	9950/48	<b>Ngorika Nakuru County</b>			
5	9950/49	<b>Ngorika Nakuru County</b>			
<b>Athi River Machakos (LOT/CLUSTER 1)</b>					
8	LR No12648/112	<b>Athi River Machakos</b>		444,000,000.00	44,400,000.00
9	LR No12648/114	<b>Athi River Machakos</b>			

Authorizing Official \_\_\_\_\_

(Name)

(Date) \_\_\_\_\_

\_\_\_\_\_

(Signature)

Official Seal/Stamp \_\_\_\_\_

**BANK COMFORT LETTER (BCL) READINESS, WILLINGNESS AND ABILITY (RWA)  
- To be completed on buyer's bank letterhead -**

**CONFIRMATION OF FUNDS CERTIFICATE**

**BANK NAME:**

**ADDRESS:**

**TELEPHONE:**

**FACSIMILE:**

**SWIFT:**

**TELEX:**

**ROUTING #:**

**ACCOUNT NUMBER:**

**ACCOUNT NAME:**

WE, THE UNDERSIGNED BANK OFFICERS, HEREBY CONFIRM WITH FULL RESPONSIBILITY THAT THE AMOUNT OF KES (KENYA SHILLINGS RESERVED IN THIS BANK AT THE REQUEST OF)      IS (BUYER'S NAME)

WITH READINESS, WILLINGNESS AND ABILITY (RWA) FOR THE FINALIZATION OF CONTRACT FOR THE PURCHASE OF    (PRODUCT).

THESE FUNDS ARE AVAILABLE FOR THE PURCHASE OF THE ABOVE IDENTIFIED PRODUCT. IN ISSUING THIS STATEMENT, THE BANK RECOGNIZES THEIR LIABILITY IN ACCORDANCE WITH THE TERMS OF THE CONTRACT SHOULD IT PROCEED.

**NAME OF BANK OFFICER #1:**

**NAME OF BANK OFFICER # 2:**

**TITLE:**

**TITLE:**

**SIGNATURE:**

**SIGNATURE:**

**BANK SEAL:**

**BANK SEAL:**

**FORM RB 1  
REPUBLIC OF KENYA**

**6.6 PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

..... APPLICANT

AND

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

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

**REQUEST FOR REVIEW**

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

- 1.
  - 2.
- etc.

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

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

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

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**FOR OFFICIAL USE ONLY**

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

SIGNED

Board Secretary