

Kenya Railways Staff Retirement Benefits Scheme
("KRSRBS")

INVITATION TO TENDER

**SALE OF L.R. NUMBER 209/6507
MATUMBATO ROAD,
UPPER HILL, NAIROBI**

TENDER NO. KRSRBS/011/PLM.2017

**CLOSING DATE:
Wednesday 26th April 2017 at 10.00 am**

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INTRODUCTION

The Kenya Railways Staff Retirement Benefits Scheme (“KRSRBS”) or (“the Scheme”) is a pension Scheme registered with the Retirement Benefits Authority (“RBA”) to provide retirement and other benefits to its members. The operations of the Scheme are currently overseen by the sole Corporate Trustee (Corporate & Pension Trust Services Limited). In compliance with the requirements of the RBA the Scheme has a duly appointed Fund Manager and a Custodian. The Scheme owns various prime properties in Nairobi and Mombasa counties.

In furtherance of its mandate and in order to improve the asset mix and asset portfolio of the Scheme and to improve returns, the Corporate Trustee (Corporate & Pension Trust Services Limited) invites sealed tenders from eligible bidders for the outright sale of the property identified as **LR NO. 209/6507 MATUMBATO ROAD, UPPER HILL, NAIROBI.**

SECTION 1

1. INVITATION TO TENDER

DATE: 4th April 2017

TENDER REF NO: KRSRBS/011/PLM.2017

TENDER NAME: TENDER FOR SALE OF LR NO. 209/6507
MATUMBATO ROAD, UPPER HILL, NAIROBI

- 1.1 The Kenya Railways Staff Retirement Benefits Scheme (“the Scheme”) invites sealed bids from eligible candidates for purchase of the above property.
- 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 above property, not insolvent, not in receivership or not bankrupt.
- 1.3 Eligible candidates may obtain the tender documents upon payment of non-refundable fees of Kenya Shillings One Thousand (**K.shs 1,000**) only in cash or Bankers cheque payable to Kenya Railways Staff Retirement Benefits Scheme. Cash should be deposited to Kenya Railways Staff Retirement Benefits Scheme at Cooperative Bank of Kenya, Coop House branch, account number 0112 003 044 2700.
- 1.4 The document can also be viewed and downloaded from the Scheme’s website www.kenrailtrust.co.ke or the government supplier portal: <http://supplier.treasury.go.ke> at no fee.
- 1.5 Bidders who download the tender document from the website **MUST** forward their particulars immediately via email to muragealice@kenrailtrust.co.ke. This is for records and or any further tender clarifications / addendum where necessary. The particulars should include: Name of Firm, Postal Address, Telephone Number, Email Address, Tender Number, and Tender Name.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes clearly marked **with the tender name, tender reference number and the tenderer’s name** and deposited in the Tender Box located at *Kenya Railways Staff Retirement Benefits Scheme Offices located at Kenya Railways Head Quarters, Off Workshop Road, Nairobi* so as to be received on or before **10.00 am on Wednesday 26th April 2017**.

- 1.7 Tenders will be opened on the same day of submission shortly after the 10.00 AM closure in the presence of the candidates or their representatives who choose to attend at Kenya Railways Staff Retirement Benefits Scheme Board Room, first floor.
- 1.8 The tender shall be valid for 90 days from the date of tender closing/opening.
- 1.9 The tenderers shall submit together with the Bid, a deposit of Kenya Shillings One Hundred Million only (K.Shs 100m) being payment by RTGS directly into the Scheme bank account at Cooperative Bank of Kenya, Coop House branch, account number 0112 003 044 2700. The deposit will have been paid directly into the Scheme bank account before the closing of the tender. The deposit shall form part of the purchase price for the successful bidder but refunded to unsuccessful bidders. This deposit shall be forfeited in total should the successful bidder not complete the transaction. Payment of the deposit will be made by RTGS only. Any other form of payment will not be accepted. Bank guarantees are not acceptable as payment of the deposit.
- 1.10 For avoidance of doubt any bidder without the tender security deposit of K.Shs 100m in the form specified in 1.9 above will be considered non-responsive.
- 1.11 The bidder shall provide evidence that the balance of the Purchase Price is available and can be raised within 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 Section 7
- 1.12 This tender process shall be governed by the Law Society of Kenya Conditions for sale.
- 1.13 Canvassing shall lead to automatic disqualifications.

**THE CHIEF EXECUTIVE OFFICER
KENYA RAILWAYS STAFF RETIREMENT BENEFITS SCHEME
P.O.BOX 46796-00100
NAIROBI**

SECTION 2

2. INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in clause 1.2 of the Invitation to Tender.

2.1.2 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of Tendering

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall be K.Shs1,000/= those downloaded from the Scheme's website: (www.kenrailtrust.co.ke) shall be free of charge.

2.3 The Tender Document

2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with these instructions to Tenderers:-

- i) Invitation to Tender
- ii) Instructions to Tenderers
- iii) General Conditions of Contract
- iv) Special Conditions of Contract
- v) Description of the property
- vi) Price Schedule
- vii) Standard Forms
- viii) Form of Tender
- ix) Confidential Business Questionnaire
- x) Letter of Comfort
- xi) Notification of Award

2.3.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the Tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

2.4.1 A prospective Tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the entity's address indicated in the advertisement of Invitation to Tender. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers that have received the tender document.

2.4.2 The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by 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 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of Tender

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

2.7 Evaluation Criteria

2.7.1 Stage One: Mandatory Documents

2.7.2 The tender prepared by the tenderers must comprise the following components

- a) A duly completed Form of Tender
- b) A Price Schedule (see section 6)
- c) RTGS for K.Shs 100m as deposit in the manner set out in Section 1 of this Invitation to Tender.
- d) Letter of Comfort. (Must be signed and stamped by the tenderer's bank - see section 7)
- e) Incorporation and registration certificates for companies (International firms to provide equivalent from their jurisdictions) OR A copy of National Identity card/Passport in case of an individual.
- f) KRA Tax compliance (International firms/individuals to provide equivalent from their jurisdictions).

2.7.3 Stage Two : Financial Evaluation

The Most Competitive Bidder

The most competitive bidder 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 90 days.

NB. 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

- 2.8.1 The tenderer shall indicate on the Price Schedule the bid for the property.
- 2.8.2 The quoted Tender Price shall exclude the stamp duty and related costs of registration including all rates, rents, duties and VAT or any other taxes and costs payable for finalizing of the transfer from the date of offer. The Tender Price, related costs and taxes shall be borne by the tenderer.

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 Security Deposit

- 2.10.1 The tenderers are required to make a security deposit of K.Shs 100million in the manner set out in Section 1 of this Invitation to Tender
- 2.10.2 Any tender not secured by the deposit in the manner set out in Section 1 of the Invitation to Tender will be considered by the Procuring Entity as non responsive.
- 2.10.3 Unsuccessful Tenderer's K.Shs 100million deposit will be discharged or returned as promptly as possible as but not later than seven (7) days after the expiration of the period of tender validity prescribed by the Procuring Entity.
- 2.10.4 The K.Shs 100m deposit may be forfeited:
- a) if a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity on the Tender Form; or
 - b) In the case of a successful tenderer, if the tenderer fails to sign the contract in accordance with the provisions of this Invitation to tender.

2.11 Validity of Tenders

- 2.11.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring Entity. A tender valid for a shorter period shall be rejected by the Procuring Entity as non- responsive.
- 2.11.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security if any shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.12 Format and Signing of Tender

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

2.13 Sealing and Marking of Tenders

- 2.13.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 2.13.2 The inner and outer envelopes shall:-

- a) be addressed to the Procuring Entity at the address given in the Invitation to Tender: *Kenya Railways Staff Retirement Benefits Scheme Offices located at Kenya Railways Head Quarters, Off Workshop Road, Nairobi*
 - b) bear tender number, LR No, tender name and name of tenderer in the Invitation for Tenders and the words “DO NOT OPEN BEFORE,” **Wednesday 26th April 2017 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 Tenders must be received by the Procuring Entity at the address specified in the advertisement of Invitation to Tender no later than ***Wednesday 26th April 2017 10.00 am.***
- 2.14.2 The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in which case all rights and obligations of the Procuring Entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.15 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 Procuring Entity 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 2.14. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

- 2.15.3 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 deposit.
- 2.15.5 The Procuring Entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.15.6 The Procuring Entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.16 Opening of Tenders

- 2.16.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend, immediately after closing time **10.00am, Wednesday 26th April 2017** and in the location specified in the Invitation to Tender: *Kenya Railways Staff Retirement Benefits Scheme Offices located at Kenya Railways Head Quarters, Off Workshop Road, Nairobi.*

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.16.2 Only the tenderers' names, tender modifications or withdrawals and Tender Prices, will be announced at the opening. Tender Prices for tenderers without the K.Shs 100m deposit in the manner set out in Section 1 of this Invitation to Tender will be considered non-responsive.
- 2.16.3 The Procuring Entity 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 Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the

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

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

2.18 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 quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security 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 Procuring Entity will evaluate and compare the tenders which have been determined to be substantially responsive.
- 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 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. 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 expiration of the period of tender validity, the Procuring Entity 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 but will have to wait until the contract is finally signed by both parties and in accordance with the LSK Conditions for Sale.
- 2.23.3 Upon the successful Tenderer's furnishing of the performance security, the Procuring Entity will promptly notify each unsuccessful Tenderer and will discharge its tender deposit as promptly as possible.

2.24 Signing of Contract

- 2.24.1 At the same time as the Procuring Entity notifies the successful tenderer that its tender has been accepted, the Procuring Entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.24.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award.
- 2.24.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring Entity.
- 2.24.4 The sale will then proceed in the manner stated in the Invitation to Tender.

2.25 Corrupt or Fraudulent Practices

- 2.25.1 The 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;

2.25.2 The Procuring Entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.25.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

2.26. Viewing of Tender Items

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

2.27. Purchase Price

The successful bidder who will be awarded contracts will be required to pay the entire contract price within 90 days failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.

SECTION 3

3. 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 Kenya Railways Staff Retirement Benefits Scheme.
- d) “The Tenderer” means the individual or firm intending to purchase the property.

3.2 Application

3.1.2 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 require adjudication in an agreed national or international forum, and/or international arbitration.

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 4

4 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 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.

4.2 The Tender shall provide the following details together with the mandatory documents in the manner set out in 2.7:-

- a) Confidential Business questionnaire (see the attached)
- b) Tender deposit commitment declaration form (see the attached)
- c) Postal address, office location and telephone contacts
- d) A bank statement for the last six months
- e) Audited Accounts for the last 3 years (for companies)
- f) Company Profile (where applicable)

4.3 Other conditions: -

- a) The sale shall be in accordance with the Law Society of Kenya Conditions of Sale (1989) as amended from time to time, in so far as they are not inconsistent with the conditions contained in this 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.
- c) This sale of this property 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 5

5 DESCRIPTION OF THE PLOTS

5.1 L. R. Number

The original parcel of land is LR NO. 209/6507 MATUMBATO ROAD, UPPER HILL, NAIROBI with an area of 3.24 acres which has been proposed for subdivision.

5.2 Location

The plot is located in Upper Hill area about 3 kilometers South West of the Nairobi City Center. There are numerous office buildings and residential developments in the area. The subject development is along Matumbato Road, off Upper Hill Road, Hill Park and Don-Bosco Catholic Church are in the neighbourhood.

5.3 Site Area

The property extends to **Three Decimal Two Four (3.24)** acres approximately.

5.4 Tenure

This is a leasehold interest for a term of 99 years with effect from 1st January 1932 expiring on 31st December 2031 at peppercorn rent. The property is vested in the Trustees of Kenya Railways Staff Retirement Benefits Scheme.

5.5 Services

Mains services of water, sewer and electricity are connected to the subject property. The immediate access road is tar surfaced and in a good state of repair and maintenance.

5.6 Permitted Use

The subject property is located in Nairobi's zone 1E in a section where permitted users are commercial and/or residential.

5.7 General Description

This is an irregular shaped mixed soils plot.

5.8 Tenancies

Vacant possession.

SECTION 6

6 PRICE SCHEDULE

Kindly provide the bid price for the interested area below:-

NO.	ITEM DESCRIPTION	BID PRICE	SECURITY DEPOSIT
1.	LR NO. 209/6507 MATUMBATO UPPERHILL ESTATE NAIROBI		

Name of Tenderer _____

Signature of the Tenderer _____

Date _____

SECTION 7

7 STANDARD FORMS

Notes to Tenderers

- i) The tenderer shall complete and submit with its tender the form of tender and price schedule pursuant to instructions to tenderers and in accordance with the requirements included in the Special Conditions of Contract.
- ii) When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the Procuring Entity pursuant to instructions to tenderers.
- iii) The contract form, the price schedule and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Procuring Entity in accordance with the instructions to tenderers or General Conditions of Contract.

THE STANDARD FORMS WILL INCLUDE THE FOLLOWING:-

1. Form of Tender
2. Price schedule as set out in Section 6
3. Confidential Questionnaire Form
4. Letter of Notification
5. Letter of Comfort
6. Tender commitment declaration form

7.1 Form of Tender

Date _____

Tender No. _____

LR No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to purchase..... *(Insert property description.)* in conformity with the said tender documents for the sum of Kenya Shillings *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. This tender shall be valid for 90 days from the date of tender closing/opening
3. We have also submitted a deposit of Kenya Shillings One Hundred Million only (K.Shs 100m) to Kenya Railways Staff Retirement Benefits Scheme in the manner set out in the Invitation to Tender. This deposit will form part of the purchase price if our bid is successful but refunded if our bid will be unsuccessful. This deposit shall be forfeited in total if we are the successful bidder and do not complete the transaction.
4. We have provided evidence that the balance of the Purchase Price is available or can be raised within 90 days.
5. We understand that this tender process shall be governed by the Law Society of Kenya Conditions of sale.
6. We understand that you are not bound to accept the highest or any tender that you may receive.
7. We also understand that canvassing shall lead to automatic disqualification.
8. Until a formal contract is prepared and executed, this tender together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 Confidential Business Questionnaire Form

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

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

Part 1 – General:

Business Name

Location of business premises.

Plot No..... Street/Road

Postal Address Tel No. Fax

E mail

Nature of Business

Registration Certificate No.

Maximum value of business which you can handle at any one time: K. Shs.

Name of your bankers

Branch

Part 2 (a) – Sole Proprietor

Your name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company: -

Nominal K. Shs.

Issued K. Shs.

Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
5.			

7.3 Letter of Comfort

TO: _____ (Date)_____

**RE: TENDER No. KRSRBS/011/PLM.2017 LR NO. 209/6507
MATUMBATO ROAD, UPPER HILL AREA NAIROBI**

Dear Sir,

In accordance with the Conditions of Contract, this is to confirm that (Tenderer) is in a position to organize and procure funding to the tune of KShs which is the balance of the Purchase Price that the Tenderer is obligated to pay within 3 months for the conclusion of the sale.

This letter of comfort is not a guarantee or commitment from the Bank to finance but an indication that the Bank considers the tenderer financially capable to purchase the property and the Bank would be willing to consider proposals for financing the same, subject to the Bank’s usual credit appraisal and formalities.

The Scheme cannot use this letter to enforce the obligations of the tenderer to meet any conditions under the above said tender.

SIGNATURE OF THE BANK REPRESENTATIVE

Name of Bank _____

Address _____

Date _____

7.4 Tender commitment declaration form.

Tender Number : KRSRBS/011/PLM.2017

As indicated in the schedule of items and prices, we do confirm that we have put deposit of K.shs 100 million which forms part of the purchase price for LR No. 209/6507 as supported by the attached RTGS.

Description	Mandatory Tender Deposit	RTGS No.
LR No.209/6507	KSHS.....	

Authorizing Official:.....
(Name)

Signature:

Date:

7.5 Letter of Notification of Award

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

LR No. _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties in accordance with the Law Society of Kenya Conditions for Sale.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER