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**SALE OF COMMERCIAL SPACES  
AT PARK ROAD HOUSING PROJECT**

**TENDER NO. NHC/AHP/004/2021-22**

**INVITATION DATE: 1<sup>ST</sup> FEBRUARY 2022**

**SUBMISSION DEADLINE: 8<sup>TH</sup> MARCH 2022  
AT 11.00AM**

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## INVITATION TO TENDER

National Housing Corporation (N.H.C) hereby invites sealed bids from interested bidders willing to purchase commercial space within the Park Road Affordable Housing Project under terms and conditions contained hereto.

Facility	No./ Size in M <sup>2</sup>	Reserve price in Kshs.	Condition for Sale
<b>Ground floor shops</b>			
- G01	25M <sup>2</sup>	1,883,700	Outright Sale
- G02	25M <sup>2</sup>	1,883,700	Outright Sale
- Commercial space	660M <sup>2</sup>	49,729,680	Outright Sale
<b>First floor shops</b>			
- Shop 01	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 02	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 03	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 04	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 05	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 06	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 07	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 08	26M <sup>2</sup>	1,567,283.40	Outright Sale
- Shop 09	20M <sup>2</sup>	1,205,568	Outright Sale
- Shop 10	15M <sup>2</sup>	904,176	Outright Sale
- Shop 11	13M <sup>2</sup>	783,619.20	Outright Sale
- Shop 12	13M <sup>2</sup>	783,619.20	Outright Sale
- Shop 13	15M <sup>2</sup>	904,176	Outright Sale
- Shop 14	12M <sup>2</sup>	723,340.80	Outright Sale
- Shop 15	15M <sup>2</sup>	904,176	Outright Sale
- Shop 16	10M <sup>2</sup>	602,784	Outright Sale
- Shop 17	13M <sup>2</sup>	783,619.20	Outright Sale
- Shop 18	20M <sup>2</sup>	1,205,568	Outright Sale
- Shop 19	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 20	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 21	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 22	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 23	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 24	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 25	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 26	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 27	25M <sup>2</sup>	1,506,960	Outright Sale

Facility	No./ Size in M <sup>2</sup>	Reserve price in Kshs.	Condition for Sale
- Shop 28	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 29	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 30	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 31	25M <sup>2</sup>	1,506,960	Outright Sale
- shop 32	25M <sup>2</sup>	1,506,960	Outright Sale
- Shop 33	30M <sup>2</sup>	1,808,352	Outright Sale
- Shop 34	16M <sup>2</sup>	964,454.40	Outright Sale
- Shop 35	28M <sup>2</sup>	1,687,795	Outright Sale
- Shop 36	28M <sup>2</sup>	1,687,795	Outright Sale
- Shop 37	28M <sup>2</sup>	1,687,795	Outright Sale
- Shop 38	28M <sup>2</sup>	1,687,795	Outright Sale
- Shop 39	28M <sup>2</sup>	1,687,795	Outright Sale
Nursery Block		25,000,000	Outright Sale

Duly complete bid documents will be submitted in plain sealed envelopes clearly marked with the “**Description**” and addressed to:-

**The Managing Director,  
National Housing Corporation,  
P. O. BOX 30257 – 00100,  
NAIROBI.**

And be deposited in the Tender Box located on Ground Floor of N.H.C House, on or before **8<sup>th</sup> March 2022 at 11.00am**. Bids will be opened immediately thereafter in the presence of representatives who choose to attend in the Conference Room located on 10<sup>th</sup> Floor of N.H.C House. **Late bids will be rejected.**

**Managing Director  
National Housing Corporation**

## **SECTION II-INSTRUCTION TO TENDERERS**

### **2.1 Eligible tenderers**

- 2.1.1 This invitation for tenders is open to all eligible tenderers.
- 2.1.2 The proposed sale is open to all interested bidders subject to terms and conditions attached hereto.

### **2.2 Cost of tendering**

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and NHC, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the disposal process.
- 2.2.2 The tender document shall be down loaded from *the NHC website www.nhckeny.go.ke* **FREE OF CHARGE.**

### **The tender document**

- 2.3.1 The tender document comprises the documents listed below and any addenda issued by the NHC.
  - a) Invitation to tender
  - b) Instructions to tenderers
  - c) Schedule of Commercial space on sale
  - d) Price Schedule
  - e) Conditions of Tender
- 2.3.2 The tenderer is expected to examine all instructions, forms and terms in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's 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 NHC in writing or by post at the entity's address indicated in the invitation to tender. NHC 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 NHC.
- 2.4.2 Written copies of NHC's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have purchased the tender document.
- 2.4.3 NHC 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, NHC 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 issuing an addendum.
- 2.5.2 All prospective candidates that have received the tender documents will be issued with the addendum 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 addendum into account in preparing their tenders, NHC at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Tender prices and currencies**

- 2.6.1 The tenderer shall indicate on the Price Schedule the amount which shall later be transferred to the respective Form of Tender.
- 2.6.2 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
- 2.6.3 The Price quoted shall be in the currency specified in the invitation to tender.

## **2.7 Tender deposit**

- 2.7.1 All interested bidders shall be required to provide a refundable deposit of Kshs.10,000/- only for each space being tendered for.
- 2.7.2 Failure to deposit the required amount will lead to automatic disqualification.
- 2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned promptly but not later than Seven (7) days after expiry of tender validity prescribed by NHC.
- 2.7.4 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.
- 2.7.5 The tender deposit may be forfeited:
- If a tenderer withdraws its tender during the period of tender validity.
  - In the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price within the specified period.

## **2.8 Validity of tenders**

- 2.8.1 Tenders shall remain valid for **120 days** after date of tender opening prescribed by the NHC. Tender valid for a shorter period shall be rejected by the NHC as non responsive.
- 2.8.2 In exceptional circumstances, NHC 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.

## **2.9 Viewing of Space on Sale**

- 2.9.1 Prospective bidders are advised to view the commercial space on sale where need be in order to arrive at the most reasonable and competitive bid. The sale will be based on **"as is .....where – is"** basis and the conditions are not warranted by NHC.

## **2.10 Sealing and marking of tenders**

The tenderer shall seal the tender and mark it with the Tender Number and Tender Description and with writings **"DO NOT OPEN BEFORE, 8<sup>th</sup> March 2022 at 11.00a.m.**

## **2.11 Deadline for submission of tenders**

- 2.11.1. Tenders must be received by NHC at the address specified in the invitation to tender not later than, **8<sup>th</sup> March 2022 at 11.00a.m.**
- 2.11.2 NHC 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 NHC and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.12 Modifications and withdrawals of tenders**

### **2.12.1 Modification of tenders**

- 2.12.1.1 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 NHC prior to the deadline prescribed for submission of tenders.
- 2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched accordingly. 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.
- 2.12.1.3 No tender may be modified after the deadline for submission of tenders

### **2.12.2 Withdrawals and tenders**

- 2.12.2.1 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. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit.

## **2.14 Opening of tenders**

- 2.13.1 NHC will open all tenders in the presence of tenderers' representatives who choose to attend. Tenders must be received by NHC at the address specified not later than **8<sup>th</sup> March 2022 at 11.00a.m.** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 2.13.2 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as NHC, at its discretion, may consider appropriate, will be announced at the opening.

### **2.14 Clarification of tenders**

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

## **2.15 Evaluation and comparison of tenders**

- 2.15.1 NHC 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 NHC.
- 2.15.2 NHC will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 2.15.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## **2.16 Award of tender criteria**

- 2.16.1 NHC will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the **highest evaluated bid, subject to the reserves price.**

## **2.17 Notification of award**

- 2.17.2 Prior to the expiration of the period of tender validity, NHC will notify the successful tenderer in writing that its tender has been accepted.
- 2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.
- 2.17.8 In the event the successful bidder fails to pay for the awarded space within specified period, NHC shall notify the person who had submitted the second highest.

## **2.18 Contacting the NHC**

No tenderer shall contact NHC on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded. Any effort by a tenderer to influence NHC in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

### **SECTION III – GENERAL CONDITIONS OF TENDER**

1. All interested tenderers will be required to pay a refundable deposit of Kshs.10,000/- for each space being tendered for in advance before the closing date of the tender using the following bank details.

**Account Name: National Housing Corporation**

**Account Number: 01136006210312**

**Branch: Cooperative Bank House Nairobi**

2. The successful tenderer(s) will be required to pay for the Commercial space within 7 days and not later than 14 days failure to which the award will be cancelled and deposit forfeited.
3. Unsuccessful tenderers will be refunded deposits within fourteen (14) days after notification without interest.
4. The Evaluation Criteria will be as below;

#### **I. Mandatory Evaluation Criteria**

- (a) All tenderers Must attach a copy of National Identification Card (ID)
- (b) All tenderers Must fill the Price Schedule in the format provided
- (c) All tenderers Must fill the respective Form of Tender in the Format provided
- (d) All tenderers Must attach evidence of having paid a deposit of at least Kshs.10,000 per space by attaching a copy of bank slip.

#### **II. Financial Evaluation Criteria**

**The successful bid(s) shall be the one with the highest bid price per space and that meets all the conditions of the tender.**

#### **SECTION IV – SPECIAL CONDITIONS OF TENDER**

1. To qualify for allocation of space, the bidder must meet all the mandatory requirements.
2. The successful bidders will be required to pay a 10% immediately upon award and clear the remaining balance of 90% within a period of 3 months (90days).
3. The title deed for the property has not yet been transferred to the Corporation hence sectional titles will be processed at unspecified time when the Corporation will have acquired full ownership documents.
4. The Corporation reserves the right to accept or reject any bid without prejudice.
5. Bidders should not submit more than one bid document.

## SECTION V - PRICE SCHEDULE

We/I do confirm to have placed the required deposit as supported by the attached copy of Bank Slip.

Facility	No./ Size in M <sup>2</sup>	Tender deposit (Kshs.)	Quoted Price per Space (Kshs.)	Indicate the Unit number quoted for	Total Amount (Kshs)
<b>Ground floor shops</b>					
- G01	25M <sup>2</sup>				
- G02	25M <sup>2</sup>				
- Commercial space	660M <sup>2</sup>				
<b>First floor shops</b>					
- Shop 01	26M <sup>2</sup>				
- Shop 02	26M <sup>2</sup>				
- Shop 03	26M <sup>2</sup>				
- Shop 04	26M <sup>2</sup>				
- Shop 05	26M <sup>2</sup>				
- Shop 06	26M <sup>2</sup>				
- Shop 07	26M <sup>2</sup>				
- Shop 08	26M <sup>2</sup>				
- Shop 09	20M <sup>2</sup>				
- Shop 10	15M <sup>2</sup>				
- Shop 11	13M <sup>2</sup>				
- Shop 12	13M <sup>2</sup>				
- Shop 13	15M <sup>2</sup>				
- Shop 14	12M <sup>2</sup>				
- Shop 15	15M <sup>2</sup>				
- Shop 16	10M <sup>2</sup>				
- Shop 17	13M <sup>2</sup>				
- Shop 18	20M <sup>2</sup>				
- Shop 19	25M <sup>2</sup>				
- Shop 20	25M <sup>2</sup>				
- Shop 21	25M <sup>2</sup>				
- Shop 22	25M <sup>2</sup>				
- Shop 23	25M <sup>2</sup>				
- Shop 24	25M <sup>2</sup>				
- Shop 25	25M <sup>2</sup>				
- Shop 26	25M <sup>2</sup>				
- Shop 27	25M <sup>2</sup>				

Facility	No./ Size in M <sup>2</sup>	Tender deposit (Kshs.)	Quoted Price per Space (Kshs.)	Indicate the Unit number quoted for	Total Amount (Kshs)
- Shop 28	25M <sup>2</sup>				
- Shop 29	25M <sup>2</sup>				
- Shop 30	25M <sup>2</sup>				
- Shop 31	25M <sup>2</sup>				
- shop 32	25M <sup>2</sup>				
- Shop 33	30M <sup>2</sup>				
- Shop 34	16M <sup>2</sup>				
- Shop 35	28M <sup>2</sup>				
- Shop 36	28M <sup>2</sup>				
- Shop 37	28M <sup>2</sup>				
- Shop 38	28M <sup>2</sup>				
- Shop 39	28M <sup>2</sup>				
Nursery Block					

Name of Tenderer: .....

ID No.: .....

Signature:.....

Date:.....

Telephone:.....

**FORM OF TENDER - GROUND FLOOR SHOPS**

Date: \_\_\_\_\_

To: .....  
.....  
[name and address of NHC]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda. Nos. ....[insert numbers if any]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase the indicated Shop in conformity with the said tender documents at the sum of Kshs.....(.....) [total tender amount in figures and in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay in accordance with the requirements of the tender.
3. We agree to abide by the tender for a period of .....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

**FORM OF TENDER - FIRST FLOOR SHOPS**

Date: \_\_\_\_\_

To: .....  
.....  
[name and address of NHC]

Gentlemen and/or Ladies:

2. Having examined the tender documents including Addenda. Nos. ....[insert numbers if any]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase the indicated Shop in conformity with the said tender documents at the sum of Kshs.....(.....) [total tender amount in figures and in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
5. We undertake, if our Tender is accepted, to pay in accordance with the requirements of the tender.
6. We agree to abide by the tender for a period of .....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. We understand that you are not bound to accept the highest or any tender that you may receive.

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

**FORM OF TENDER - NURSERY BLOCK**

Date: \_\_\_\_\_

To: .....  
.....  
[name and address of NHC]

Gentlemen and/or Ladies:

- 3. Having examined the tender documents including Addenda. Nos. ....[insert numbers if any]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase the indicated Shop in conformity with the said tender documents at the sum of Kshs.....(.....) [total tender amount in figures and in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
  
- 8. We undertake, if our Tender is accepted, to pay in accordance with the requirements of the tender.
  
- 9. We agree to abide by the tender for a period of .....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
  
- 10. We understand that you are not bound to accept the highest or any tender that you may receive.

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]