



TENDER

FOR

SALE OF COMMERCIAL SPACES

AT PARK ROAD HOUSING PROJECT

TENDER NO. NHC/EST/002/2024-25

INVITATION DATE: 10TH SEPTEMBER 2024

SUBMISSION DEADLINE: 24TH SEPTEMBER 2024
AT 11.00AM

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INVITATION TO TENDER

REF: SALE OF COMMERCIAL SPACES

The Corporation intends to sell the following commercial spaces on “as-iswhere -is” basis.

Facility/Shop Number	No./ Size in M ²	Reserve price per unit in Kshs.
First floor shops		
- Shop 01	26M ²	1,667,284
- Shop 03	26M ²	1,815,000
- Shop 28	25M ²	1,667,284

Interested bidders are requested to view and verify details of the Shop by themselves on or before **24th September 2024 at 11.00a.m.**

Duly completed bid documents shall be submitted in plain sealed envelopes clearly marked with “**Tender No.**” and “**Tender 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 the Ground Floor of NHC House so as to be received **on or before 24th September 2024 at 11.00a.m.** and shall be valid for a period of **150 days** from the date of tender opening. Bids will be opened immediately thereafter in the presence of bidders representatives who choose to attend in the conference room located on the 11th floor, NHC House.

Late bids will be rejected.

MANAGING DIRECTOR /CEO

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 procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

A state officer or public officer who has an interest in a matter under consideration in a public procurement or asset disposal shall disclose in writing, the nature of that interest and shall not participate in any procurement or asset disposal relating to that interest.

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 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 issued to interested bidders upon Payment of a refundable deposit equivalent to **10%** of the bid price payable at the **Co-operative Bank, Co-op House Branch A/c No. 01136006210301**.

The tender documents

- 2.3.1 The tender document comprises the documents listed below, and any addenda issued by the procuring entity.
- a) Invitation to tender
 - b) Instructions to tenderers
 - c) Schedule of Boarded Shop 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 the Procuring entity in writing or by post at the entity's address indicated in the 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.
- 2.4.2 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 purchased the tender document.

- 2.4.3 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 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, the Procuring entity, 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 appropriate Price Schedule the unit price and total tender price of the Shop being disposed.
- 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 The tenderer shall provide a refundable deposit of **10%** of the bid price.
- 2.7.2 Failure to deposit the required amount will lead to 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 the procuring entity.
- 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 **150 days** after the date of tender opening prescribed by the Procuring entity. Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.8.2 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 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 tender items

- 2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on **"as iswhere – is"** basis and the conditions of the items are not warranted by the seller.

2.10 Sealing and marking of tenders

The tenderer shall seal the tender and mark it with the number and name of the tender and **"DO NOT OPEN BEFORE, 24th September 2024 at 11.00a.m.**

2.11 Deadline for submission of tenders

- 2.11.1. Tenders must be received by the Procuring Entity at the address specified in the invitation to tender not later than, **24th September 2024 at 11.00a.m.**
- 2.11.2 The procuring entity 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 procuring entity 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 the Procuring entity 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, pursuant to paragraph 2.7.5

2.14 Opening of tenders

2.13.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend. Tenders must be received by the Procuring entity at the address specified not later than **24th September 2024 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 the Procuring entity, 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 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.

2.14.2 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.

2.15 Evaluation and comparison of tenders

2.15.1 The Procuring entity 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 procuring entity.

2.15.2 The Procuring entity 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 The Procuring entity 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 tender, subject to the reserves price.**

2.17 Notification of award

2.17.2 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.

2.17.3 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 motor vehicle, the Procuring Entity shall notify, under Clause 2.17.2, the person who had submitted the second highest.

2.18 Contacting the procuring entity

No tenderer shall contact the Procuring entity 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 the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

SECTION III - CONDITIONS OF TENDER

1. Tenderer will be required to pay a refundable deposit equivalent to **10%** of the bid price in advance before the closing date of the tender.
2. The successful tenderer will be required to pay the balance of the Selling Price less 10% down payment paid in when tendering within **Ninety (90) days** from the date of signing the Sale Agreement/offer letter.
3. The sale transaction will be subject to the Corporation obtaining all necessary assents and consents to vest title in the successful bidder's name.
4. In the event that the successful bidder **withdraws from, fail to meet set payment deadlines or is unable to complete the sale transaction within the stipulated time for any other reason whatsoever** other than on account of default on the part of the Corporation, the offer shall lapse and the Corporation shall **have the right to re-allocate the subject property** to other qualifying bidders without any further reference to the initial bidder whatsoever.
5. Any down payment shall be refunded without interest and less costs incurred by the Corporation in processing the transaction up to the point of refund.
6. In the event that the Corporation fails to do all that is necessary to vest title into your name, you will be at liberty to rescind the sale whereupon the Corporation shall refund the purchase price without deductions or interest whatsoever and less costs incurred in processing your application.
7. A service charge of Kenya Shillings **Three Thousand (Kshs.3,000.00)** (Revisable) shall be payable monthly to cover operational expenses for commonly shared facilities by the successful bidder.
8. The property is sold subject to:-
 - (i) All subsisting easements, quasi easements, right of way or any other conditions as notified in the relevant Acts, reservations, stipulations and conditions affecting the title.
 - (ii) The Corporation undertakes to execute transfer of title in your favour of the successful bidder however, he/she shall be responsible for payment of advocates' legal fees, registration fees including transfer fees, stamp duty of 4% of the Sale Price (where applicable and subject to valuation by Government valuer) and all applicable disbursements, for purposes of this transaction.
9. Unsuccessful tenderers will be refunded deposits within thirty (30) days after notification of award.
10. The Evaluation Criteria will be as below;
 - (a) Tenderers Must attach a copy of Identification Card (ID)
 - (b) Tenderers Must fill the Price Schedule in the format provided
 - (c) Tenderers Must fill the Form of Tender in the Format provided
 - (d) Tenderers Must attach evidence of having paid a deposit equivalent to **10%** of the bid price.

The successful bid shall be the one with the highest bid price that meets the conditions of the tender.

SECTION IV - PRICE SCHEDULE

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

Facility	No./ Size in M ²	Amount of Tender Deposit Paid (Kshs.)	Bid Price/ Quoted Amount (Kshs.)
First floor shops			
- Shop 01	26M ²		
- Shop 03	26M ²		
- Shop 28	25M ²		

Note:

Please transfer the Bid Price (Quoted Amount) to the respective form of tender.

Name of Tenderer:

ID No.:

Signature:.....

Date:.....

Telephone:.....

FORM OF TENDER – SHOP 01.....

Date: _____

To:

.....

[name and address of procuring entity]

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 – SHOP 03.....

Date: _____

To:

.....

[name and address of procuring entity]

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 – SHOP 28.....

Date: _____

To:

.....

[name and address of procuring entity]

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]