



**REPUBLIC OF KENYA**  
**COUNTY GOVERNMENT OF NYANDARUA**  
**LANDS, PHYSICAL PLANNING & URBAN**  
**DEVELOPMENT**



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**TENDER DOCUMENT FOR THE EXPRESSION OF**  
**INTEREST FOR THE SALE OF LAND**

**Closing Date: WEDNESDAY, 4<sup>th</sup> OCTOBER, 2023**

**Project Title**.....

**Ward**.....

**Sub county**.....

**Tender No.** .....

**Application Date:** .....

COUNTY SECRETARY  
P.O BOX 701 20303  
OL'KALOU

DEPARTMENT OF LANDS,  
PHYSICAL PLANNING &  
URBAN DEVELOPMENT.  
P.O BOX 701 20303  
OL'KALOU

# TABLE OF CONTENTS

|  |                                     |
|--|-------------------------------------|
| TABLE OF CONTENTS .....                              | 1                                   |
| INTRODUCTION .....                                   | <b>Error! Bookmark not defined.</b> |
| INVITATION FOR THE EXPRESSION OF INTEREST .....      | <b>Error! Bookmark not defined.</b> |
| SECTION I.....                                       | 4                                   |
| INSTRUCTIONS TO TENDERERS.....                       | 4                                   |
| 2. Expression Documents .....                        | 5                                   |
| 3. Preparation of expression of interest.....        | 6                                   |
| 4. Submission of Tenders .....                       | 7                                   |
| 5. Tender Opening, Evaluation and Negotiations ..... | 7                                   |
| 6 Award of Purchase.....                             | 8                                   |
| SECTION II.....                                      | 10                                  |
| CONDITIONS OF CONTRACT .....                         | 10                                  |
| 1. Definitions .....                                 | 10                                  |
| 2. Contract Documents .....                          | 10                                  |
| 3. Buyer’s Representative’s Decisions .....          | 11                                  |
| 4. The site .....                                    | 11                                  |
| 5. Payment of the Purchase Price.....                | 11                                  |
| 6. Corrupt Gifts and Payments of Commission .....    | 11                                  |
| 7. Settlement of Disputes .....                      | 11                                  |
| APPENDIX TO CONDITIONS OF CONTRACT.....              | 12                                  |
| SECTION III.....                                     | 13                                  |
| STANDARD FORMS .....                                 | 13                                  |
| List of Standard Forms.....                          | 13                                  |
| LETTER OF OFFER.....                                 | 14                                  |
| LETTER OF ACCEPTANCE .....                           | 15                                  |
| FORM OF TENDER.....                                  | 16                                  |
| FORM OF AGREEMENT .....                              | 17                                  |
| TENDER QUESTIONNAIRE.....                            | 19                                  |
| LETTER OF NOTIFICATION OF PURCHASE .....             | 20                                  |
| PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD ..... | 21                                  |
| SECTION IV .....                                     | 22                                  |
| EVALUATION CRITERIA .....                            | 22                                  |
| Stage 1: General Information .....                   | 22                                  |
| Stage 2: Evaluation Stages .....                     | 22                                  |
| Stage 2: Technical evaluation.....                   | 23                                  |

## 1.1 INTRODUCTION

### INVITATION TO EXPRESSION OF INTEREST FOR SALE OF LAND FOR VARIOUS PUBLIC USES.

The County Government of Nyandarua invites eligible persons/firms who own land to submit expression of interests for sale of land for the following public projects across the county:

The parcel of land should have the following basis **attributes**:

- Be well drained
- Should be located within 1km from the named locality
- Should be free from encumbrances and disputes
- Should have title deed or certificate of lease
- Should have clear boundaries

#### **Mandatory Requirements For Bidders**

Bidders should submit the following documents along side the filled tender documents:-

- ✓ Original Copy Of Search Certificate (Not More Than One Month)
- ✓ Copy Of Title Deed Or Copy Of Certificate Of Lease
- ✓ Certificate Of Incorporation/Registration Certificate -For Companies Or Registered Entities
- ✓ Copy Of National Identity Card For Groups Or Officials
- ✓ K.r.a Pin Certificate

N/B The parcels required is as per below,

| S/N | PROJECT TITLE                                  | WARD           | LOCATION           | APPROXIMATE SIZE OF THE LAND | TENDER NUMBER              |
|-----|--|----------------|--------------------|------------------------------|----------------------------|
| 1.  | PURCHASE OF LAND FOR SOCIAL AMENITIES/BOREHOLE | MAGUMU         | FLYOVER<br>KANGUTU | 0.05 HA<br>0.05 HA           | NYA/CG/LPPUD/001/2023-2024 |
| 2.  | PURCHASE OF LAND FOR NORFOLK ECDE              | NJABINI        | NAFOLK             | 0.202 HA                     | NYA/CG/LPPUD/002/2023-2024 |
| 3.  | PURCHASE OF LAND FOR LINE MOJA                 | NJABINI        | LINEMOJA           | 0.202 HA                     | NYA/CG/LPPUD/003/2023-2024 |
| 4.  | PURCHASE OF LAND FOR PUBLIC UTILITY AND MARKET | NORTH KINANGOP | NDUNYU<br>NJERU    | 0.101 HA<br>0.303 HA         | NYA/CG/LPPUD/004/2023-2024 |

|    |   |              |   |                          |                                |
|----|---|--------------|---|--------------------------|--------------------------------|
|    |   |              | KAHURUK<br>O TOWN                                   |                          |                                |
| 5. | PURCHASE OF LAND<br>FOR MIBIRITI ECDE             | GETA         | MIBIRITI  | 0.4047 HA                | NYA/CG/LPPUD/005/20<br>23-2024 |
| 6. | PURCHASE OF LAND<br>FOR PUBLIC<br>UTILITIES EDGES | SHAMAT<br>A  | KANGOCH<br>O-BAHATI<br><br>KAHINDU<br>OLBOLOSA<br>T | 0.202 HA<br><br>0.303 HA | NYA/CG/LPPUD/006/20<br>23-2024 |
| 7. | PURCHASE OF LAND<br>FOR WATER TOWER               | GATHANJ<br>I | KWA-<br>NGENGI                                      | 0.05 HA                  | NYA/CG/LPPUD/007202<br>3-2024  |

**1.1** Interested eligible candidates may obtain further information and inspect Tender documents at procurement Office, at Nyandarua County Ardhi House as from **8.00 a.m-1.00 p.m. and 2.00 p.m. -5.00 p.m during official working days.**

1.2 Prices quoted should be in Kenya shillings and shall remain valid through the entire period from the closing date of expression.

**1.3** The dully filled Expression of Interest in plain sealed envelopes clearly bearing only the EOI Number and Project Title should be deposited in the tender box at the entrance of Nyandarua County-Ardhi House at Ol'Kalou on or before **Wednesday the 4<sup>th</sup> day of October, 2023 at 10.00am.**

1.4 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Nyandarua County Government Ardhi House Building.

## SECTION I

### INSTRUCTIONS TO TENDERERS

#### 1. General

- 1.1 The buyer as defined in the Appendix to Conditions of Contract invites expressions of interest for sale of land as described in the expression documents.
- 1.2 The parcels of land should have the following basic attributes:
  - i. Should have title deeds or certificate of lease
  - ii. The land should be easily accessible by all-weather main roads
  - iii. The terrain should be fairly flat and well drained
  - iv. Land parcels next to each other with a combined acreage within the range indicated in the specifications will be considered for purchase.
  - v. The price should be within the prevailing market valuation
  - vi. Should be located within the named locality
  - vii. Should be free from encumbrances/disputes/pending successions/illegal settlers.
  - viii. Should have clear boundaries

#### **NOTE:**

1. A seller of land which may have been used for other activities that may negatively impact on the intended use should be ready to rehabilitate the land to acceptable standards
  2. Further conditions are prescribed in specification below or may be prescribed upon physical evaluation of individual parcel of lands.
- 1.3 The Expression of Interest shall be accompanied by the following mandatory documents, where applicable:
    - a) A letter of offer expressing intention to sell land specifying the parcel number, size to be sold, amount (inclusive of

developments/improvements if any) and locality signed by the registered owner(s) or authorized legal representative(s).

- b) Proof of legal authority to transact on behalf of registered owner where the registered owner is not available to transact personally, e.g., confirmation of grant or dully registered Power of Attorney.
- c) Original copy of search certificate (not more than one month old from the date of issue)
- d) Copy of title deed or copy of certificate of lease.
- e) Certificate of incorporation /registration certificate where land is registered in favour of a company or registered groups
- f) Copy of national identity cards for individuals, company directors and/or officials of registered groups.
- g) CR12 for registered companies.
- h) KRA PIN certificates for individuals, company directors and/or officials of registered groups.
- i) KRA PIN Certificate for companies or registered groups where land is registered in favour of a company or registered groups
- j) Copy of Survey Map
- k) Dully filled tender questionnaire.

1.4 The Tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the buyer will in no case be responsible or liable for those costs.

1.5 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the land and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for the purchase of land. The costs of visiting the Site shall be at the Tenderer's own expense.

1.6 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the expressions.

1.7 The procuring entity shall allow the tenderer to peruse the tender document free of charge before purchase.

## **2. Expression Documents**

2.1 The complete set of expression documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -

- (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the expression documents may result in rejection of his/her interest.
- 2.3 Before the deadline for submission of expression, the buyer may modify the expression of interest by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the buyer.
- 2.4 To give prospective expression reasonable time in which to take an addendum into account in preparing their interest, the buyer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

### **3. Preparation of expression of interest**

- 3.1 All documents relating to the expression and any correspondence shall be in English Language.
- 3.2 The expression submitted by the Tenderer shall comprise the following: -
- (a) The expression of interest letter;
  - (b) Copy of the title deed;
  - (c) Copy of the national Identification card of the Tenderer
  - (d) KRA Pin certificate
  - (e) Any other materials required to be completed and submitted by Tenderers as indicated in clause 1.3 above.
- 3.3 The unit rates and prices shall be in Kenya Shillings.
- 3.4 Expression of interest shall remain valid from the date of submission.
- 3.5 The Tenderer shall prepare one original of the documents comprising the expression documents as described in these Instructions to Tenderers.
- 3.6 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

- 3.7 Clarification of expressions of interests shall be requested by the tenderer to be received by the procuring entity not later than 5 days prior to the deadline for submission of tenders.
- 3.8 The procuring entity shall reply to any clarifications sought by the tenderer within 1 day of receiving the request to enable the tenderer to make timely submission of expression.

#### **4. Submission of Tenders**

- 4.1 The expression duly filled and sealed in an envelope shall; -
  - (a) Be addressed to the buyer at the address provided in the expression of interest;
  - (b) Bear the name and tender number of the Contract as defined in the expression of interest
- 4.2 Expressions shall be delivered to the buyer at the address specified above not later than the time and date specified in the expression of interest.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the expression of interest.

Only one expression of interest per project may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any expression of interest received after the deadline for opening tenders will be rejected.

#### **5. Tender Opening, Evaluation and Negotiations**

- 5.1 The expression of interest will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 Information relating to the examination, clarification, evaluation and comparison of expression of interest and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the buyer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.3 Expression of interest determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
  - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) In the event of a discrepancy between the expression of interest amount as stated in the Form of Tender and the corrected tender figure in the



main summary of the expression of interest, the amount as stated in the Form of Tender shall prevail.

- (c) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected expression of interest (i.e. corrected tender sum less P.C. and Provisional Sums).
- (d) The Error Correction Factor shall be applied to all expression of interest (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (e) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the expression may be rejected and the interest forfeited.

5.4 The tender evaluation committee shall evaluate the expression of interest within 30 days of the validity period from the date of opening the tender.

5.5 To assist in the examination, evaluation, and comparison of expression of interest, the buyer at his discretion, may request [in writing] any Tenderer for clarification of the expression of interest, The request for clarification and the response shall be in writing or by cable, telex or facsimile.

5.6 The Tenderer shall not influence the buyer on any matter relating to his/her expression of interest from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the buyer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the expression of interest.

5.7 Within 30 days from the date of tender opening, the buyer shall invite the identified Lowest Evaluated Responsive Tenderer to negotiate a contract.

The buyer or the buyer's representative will constitute a team to negotiate with the tenderer/registered owner or with the Tenderer's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Tenderer. The scope of negotiation shall include conformity of the property to the specifications, financial negotiations including how to handle loans, charges and tenancies and contents of the draft sale agreement. The buyer's team shall prepare minutes of negotiations which shall be signed by the buyer and the tenderer or their authorized representative.

## **6 Award of Purchase**

6.1 The award of the purchase will be made to the most responsive Tenderer who has offered their expression of interest and concluded negotiations pursuant to clause 5.7 above.

6.2 Notwithstanding the provisions of clause 6.1 above, the buyer reserves the right to accept or reject any expression of interest and to cancel the tendering process and reject all expression of interest at any time prior to the award of Contract 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 action.

- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the expression of interest validity period in writing or by cable, telex or facsimile. This notification will state the sum of the Contract Price which the buyer will pay the seller in consideration of the expression of interest as prescribed by the Contract. The contract shall be formed on the parties signing the contract.
- 6.4 The Contract Agreement will incorporate all agreements between the buyer and the successful expression of interest. It will be signed by the buyer and sent to the successful Tenderer, within 4 days following the notification of award. Within 2 days of receipt, the successful Tenderer will sign the Agreement and return it to the buyer.
- 6.5 The parties to the contract shall have it signed within 7 days from the date of notification of contract award unless there is an administrative review request.
- 6.6 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.7 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 7 days of receiving the request from any tenderer.

## **7 Corrupt and fraudulent practices**

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

## SECTION II CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

**“The Contract”** means the agreement entered into by the buyer and the seller as recorded in the Agreement Form and signed by the parties.

**“The Tenderer”** refers to the person or corporate body whose expression of interest has been accepted by the buyer.

**“The seller’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**“The Contract Price”** is the price stated in the Letter of Acceptance.

**“Days”** are calendar days; **“Months”** are calendar months.

**“Buyer”** Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who buys the expression of interest.

**“Buyer’s Representative”** is the person appointed by the buyer and notified to the seller for the purpose of expression of interest.

**“Specification”** means the Specification of the expression of interest included in the Contract.

**“A Variation”** is an instruction given by the buyer’s Representative which varies the expression of interest.

### 2. Contract Documents

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Letter of Acceptance,
- (2) Local Purchase Order
- (3) Agreement,
- (4) Tenderer's expression of interest,
- (5) Conditions of Contract,

### **3. Buyer's Representative's Decisions**

- 3.1 Except where otherwise specifically stated, the buyer's Representative will decide contractual matters between the buyer and the Contractor in the role representing the buyer.

### **4. The site**

- 4.1 The seller shall give possession of the land to the buyer as per the sales agreement.
- 4.2 The seller shall allow the buyer's Representative and any other person authorized by the buyer's Representative, access the land and to any place where expression of interest is being carried out or is intended to be carried out.

### **5. Payment of the Purchase Price**

The seller shall be paid as per the sales agreement. When payment becomes overdue, the Contractor will be required to notify the buyer of delayed payments within 21 days from the day payment falls due.

### **6. Corrupt Gifts and Payments of Commission**

#### **6.1** The tenderer shall not;

- (a) Offer or give or agree to give to any person in the service of the buyer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the buyer or for showing or forbearing to show favor or disfavor to any person in relation to this or any other contract with the buyer.
- (b) Any breach of this Condition by the tenderer or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the seller) shall be an offence under the Laws of Kenya.

### **7. Settlement of Disputes**

- 7.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**APPENDIX TO CONDITIONS OF CONTRACT**

**Buyer's Details:-**

Name: **COUNTY GOVERNMENT OF NYANDARUA**

Address: **P.O. BOX 701-20303 OL'KALOU**

Buyer's Representative:

**CHIEF OFFICER,  
DEPARTMENT OF LANDS, PHYSICAL PLANNING AND URBAN  
DEVELOPMENT  
COUNTY GOVERNMENT OF NYANDARUA  
P.O. BOX 701-20303 OL'KALOU**

The name (and identification number) of the Contract is **EXPRESSION OF INTEREST  
FOR THE SALE OF LAND FOR**

.....

**TENDER NUMBER.....**

**WARD .....**

The name and Address of the buyer/buyer's representative for the purposes of submission of tenders:

**CHIEF OFFICER,  
DEPARTMENT OF LANDS, PHYSICAL PLANNING AND URBAN  
DEVELOPMENT  
COUNTY GOVERNMENT OF NYANDARUA  
P.O. BOX 701-20303 OL'KALOU**

**THE TENDER OPENING DATE AND TIME: Wednesday, 4<sup>th</sup> October, 2023 at  
10.00am**

**SECTION III**  
**STANDARD FORMS**

**List of Standard Forms**

- I. Letter of Offer**
- II. Letter of Acceptance**
- III. Form of Tender**
- IV. Form of Agreement**
- V. Tender Questionnaire**
- VI. Notification of Purchase**
- VII. Review Form**

**LETTER OF OFFER**

*(Tenderer’s Name/ Authorized representative).....*

P.O. Box .....

Tel: .....

Email: .....

Date: .....

To The Chief Officer,  
Department of Lands, Physical Planning and Urban Development  
County Government of Nyandarua.

**RE: OFFER FOR SALE OF LAND**

I/We.....ID No/Registration  
no....., being the registered owner/authorized representative of  
parcel no. .... located in ..... Ward express my  
interest in selling the land measuring ..... Hectares to the County  
Government of Nyandarua for the purpose of .....

My offer price is Kshs. ....

I hereby attach copies of the necessary mandatory requirements. I await your  
positive consideration.

Thank you.

Yours faithfully,

Yours faithfully,

.....(sign).....

**OR**

.....(sign).....

...(name of registered owner).....

.....(name of authorized representative)..

**LETTER OF ACCEPTANCE**

*(Tenderer's Name/ Authorized representative).....*

P.O. Box .....

Tel: .....

Email: .....

Date: .....

To The Chief Officer,  
Department of Lands, Physical Planning and Urban Development,  
County Government of Nyandarua.

**RE: ACCEPTANCE OF AWARD.**

I/We..... of ID/Reg No..... being the registered owner(s)/authorized representative(s) of parcel no. .... measuring approximately .....HA, accept to sell the land/portion of land parcel measuring approximately .....**Ha** to the County Government of Nyandarua at a total price of **Ksh**..... (...amount in words).....

Thank you.

**DRAFT**

Yours faithfully,

Yours faithfully,

.....(sign).....

**OR**

.....(sign).....

...(name of registered owner).....

.....(name of authorized representative)..



**FORM OF TENDER**

TO: \_\_\_\_\_ *[Name of Seller)* \_\_\_\_\_ *[Date]*  
\_\_\_\_\_ *[Land Number]*

Dear Sir,

1. In accordance with the Conditions of Contract and project(s) to be undertaken, we, the undersigned offer to purchase, possess and your land(s) and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ *[Amount in figures]* Kenya Shillings \_\_\_\_\_ *[Amount in words]*
2. We undertake, if our tender is accepted, to commence the purchase as soon as is reasonably possible after the acceptance of the land owner notice to commence purchase, and to own the whole property in question comprised in the Contract as stated in the Appendix to Conditions of Contract.
3. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_

# DRAFT

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the buyer”) of the one part AND \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the seller”) of the other part.

WHEREAS THE buyer is desirous that the seller sales

\_\_\_\_\_ (*name and identification number of land* ) (hereinafter called “the site”) located at \_\_\_\_\_ [*Place/location of the site*] and the buyer has accepted the expression of interest submitted by the seller for the sale of land and the remedying of any defects therein for the Contract Price of Kshs \_\_\_\_\_ [*Amount in figures*], Kenya Shillings \_\_\_\_\_ [*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Conditions of Contract Part I
  - (iii) Conditions of Contract Part II and Appendix to Conditions of Contract
3. In consideration of the payments to be made by the buyer to the seller as hereinafter mentioned, the seller hereby covenants with the buyer to sale the land and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The buyer hereby covenants to pay the seller in consideration of the purchase of land and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

2.1 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**TENDER QUESTIONNAIRE**

Please fill in block letters.

- 1. Full names of tenderer;  
.....
- 2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);  
.....
- 3. Telephone number (s) of tenderer;  
.....
- 4. Telex/email of tenderer;  
.....
- 5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;  
.....
- 6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);  
.....  
.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_(Name of Employer)

**LETTER OF NOTIFICATION OF PURCHASE**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the SELLER stated below under the above mentioned tender will be purchased from you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 7 days of the date of this letter but not earlier than 4 days from the date of the letter.
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

**REPUBLIC OF KENYA**  
**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...

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

**SECTION IV  
EVALUATION CRITERIA**

**Stage 1: General Information**

|   |
|---|
| Tenderers Name: .....                     |
| Purpose of purchase (Intended use): ..... |
| .....                                     |
| Sub-county: .....                         |
| Ward: .....                               |
| Specification of project: .....           |
| Bids received: .....                      |
| Contact Person & Mobile.....              |
| Postal Address: .....                     |
| Email Address: .....                      |

**Stage 2: Evaluation Stages**

- I. CR12 for registered companies.

**Part A: Mandatory Requirements**

*Applicants **must** qualify in all the applicable requirements below for them to proceed to the Evaluation Stage 2-Technical evaluation*

| Description   | Responsiveness | Non-responsive | Remarks |
|---|----------------|----------------|---------|
| Copy of title deed/Certificate of lease   |                |                |         |
| Letter of offer from owner of the land  |                |                |         |
| Official search (original)  |                |                |         |
| Copy of national ID of the seller (for individuals)                                   |                |                |         |
| Copy of KRA PIN certificate of the seller   |                |                |         |
| Copy of survey map  |                |                |         |
| Contacts of the seller  |                |                |         |
| Proof of legal authority to transact on behalf of registered owner (where applicable) |                |                |         |
| Certificate of incorporation /registration certificate (where applicable)             |                |                |         |

|  |  |  |  |
|--|--|--|--|
| Copy of national identity cards for company directors and/or officials of registered groups (where applicable) |  |  |  |
| KRA PIN certificates for company directors and/or officials of registered groups (where applicable)            |  |  |  |
| KRA PIN Certificate for companies or registered groups (where applicable)                                      |  |  |  |
| Form of Tender dully filled and signed   |  |  |  |
| Dully filled tender questionnaire.   |  |  |  |

**NOTE:**

- a) A bidder shall fulfill all the above conditions in order to proceed to technical evaluation

**Stage 2: Technical evaluation**

- a) The technical analysis will be allocated 60% score
- b) The bidders must show proof that they own the piece of land
- c) The criteria for the technical analysis will be as follows;

**PART A**

| Detail                                    | Evaluation Assessment |
|---|-----------------------|
| Current use of the land                   |                       |
| Area of the land                          |                       |
| Development on site                       |                       |
| Boundaries                                |                       |
| Access (include type of road)             |                       |
| Electricity                               |                       |
| Topography                                |                       |
| Proximity of water/river bodies/ wetlands |                       |



|  |  |
|--|--|
|  |  |
| Proximity to settlements/ markets/ schools |  |
| Type of soil                               |  |
| Drainage pattern                           |  |
| Dispute/ Encumbrances                      |  |

**GENERAL REMARK:**

.....  
.....  
.....  
.....

Chair's signature .....

Secretary's signature .....

**NOTE:**

- a) A bidder must have a positive remark in order to proceed to second part (part B) of the technical evaluation.

**PART B**

| <b>DETAILS</b>  | <b>DESCRIPTIONS</b>            | <b>Score</b> | <b>Max Score</b> |
|---|--------------------------------|--------------|------------------|
| Access to road  | Easy                           |              | 12               |
|   | Hard                           |              | 5                |
|   | Difficult                      |              | 3                |
|   | Impossible                     |              | 0                |
| Condition of the land   | Good                           |              | 8                |
|   | Poor                           |              | 2                |
|   | Hazardous                      |              | 0                |
| <b>Distance from the main road</b>                            | Less than 1 km                 |              | 12               |
|   | More than 1km – less than 5 km |              | 5                |
|   | More than 5 km                 |              | 3                |
| <b>In the Presence of the owner/authorized representative</b> | Present                        |              | 10               |
|   | Absent                         |              | 0                |
| <b>Preliminary description of the land</b>                    | More than the proposed Acres   |              | 12               |

|                              |                              |  |            |
|------------------------------|------------------------------|--|------------|
|                              | Equal to the proposed Acres  |  | 5          |
|                              | Less than the proposed Acres |  | 3          |
| <b>Evidence of ownership</b> | Yes                          |  | 15         |
|                              | Will send                    |  | 5          |
|                              | No                           |  | 0          |
| <b>TOTAL SCORE</b>           |                              |  | <b>100</b> |

**NOTE:**

**Sellers who score 60% of total score of 100% will proceed to the contract signing stage.**