

TENDER NUMBER: OR/OT/002/2024-2025

**TENDER FOR LEASING OF PLOT
NO.2/85(ORIG NO.2/44/2), 2/86(ORIG
NO.2/44/3), 2/87(ORIG NO.2/44/4)-KILIMANI
PROPERTY.**

RELEASE DATE: 7TH NOVEMBER,2024

CLOSING DATE: 21TH NOVEMBER,2024

**OFFICIAL RECEIVER;
P.O. BOX 30404 – 00100; NAIROBI, KENYA.
www.brs.co.ke procurement@brs.co.ke**

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SECTION I INVITATION TO TENDER

DATE: 7TH NOVEMBER,2024

TENDER REF NO OR/OT/002/2024/2025

TENDER NAME TENDER FOR LEASING OF OPEN SPACE AT PLOT NO.2/85(ORIG NO.2/44/2), 2/86(ORIG NO.2/44/3), 2/87(ORIG NO.2/44/4),

1. The Office of the Official Receiver in Insolvency is established under the Insolvency Act, 2015 as the Official Receiver in Insolvency. The office is a department under the Business Registration Service, a Semi-Autonomous Government Agency under the Office of the Attorney General & Department of Justice. Our governing law is the Insolvency Act, 2015 and its Regulations
2. The Official Receiver (hereafter referred to as "OR") invites sealed bids from eligible candidates in Leasing of Office Space at PLOT NO.2/85(ORIG NO.2/44/2), 2/86(ORIG NO.2/44/3), 2/87(ORIG NO.2/44/4),
3. Interested and eligible candidates may obtain a complete set of tender documents from the Business Registration Service website (www.brs.co.ke) or the public information portal (www.tenders.co.ke), free of charge.
4. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of 335 days from the closing date of the tender.
5. Completed Tender documents MUST be enclosed in an outer plain sealed envelope and clearly marked with Tender Reference Number and Name and be deposited in the Tender Box provided at **17th Floor,316 Upper Hill Chamers,2nd Ngong Av, Nairobi**, and be addressed
6. to; -
**THE OFFICIAL RECEIVER,
P. O. BOX 30404-00100, NAIROBI.**
so as to be received on or before **THURSDAY 21ST NOVEMBER,2024 AT 10:00 AM.**
7. The tender documents must be serialized and paginated appropriately.
8. Bidders are encouraged to visit BRS's or PPIP websites from time to time before tender closure for any amendments through addendum /clarification.
9. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **17th Floor,316 Upper Hill Chamers,2nd Ngong Av, Nairobi.**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This invitation for tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Successful tenderers shall be contracted for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the schedule of requirements.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification statement that the tenderer (including all members of a joint venture and subcontractors), is not associated, or have been associated in the past, directly or indirectly, with the firm or any of its officials which have been engaged by the procuring entity to provide consulting services for the preparation of the design specifications and other documents to be used for the purpose of this invitation to tender.
- 2.1.4 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 indicated in the invitation to tender.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge.

2.3 Contents of Tender Documents

- 2.3.1 The tender documents comprise the documents listed below and addenda issued in accordance with clause 2.7 of these instructions to tenderers.
- (i) Instructions to tenderers
 - (ii) General Conditions of Contract
 - (iii) Special Conditions of Contract
 - (iv) Schedule of particulars of tender
 - (v) Form of Tender
 - (vi) Price Schedules

- (vii) Contract Form
- (viii) Confidential Business Questionnaire Form
- (ix) Tender security Form
- (x) Performance security Form
- (xi) Authorization Form
- (xii) Declaration form
- (xiii) Request for Review Form

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

2.4 Clarification of tender Documents

2.4.1 A prospective tenderer making inquiry on the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 no 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 candidates who have received the tender documents.

2.4.2 Official Receiver 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.

2.4.3 For all enquiries or clarifications, please contact Official Receiver Procurement Department vide email: **procurement@brs.co.ke**

2.5 Amendment of tender 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 amendment.

2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment 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 Tenders

2.6.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. 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. Documents Comprising the Tender

2.7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below
- (b) documentary evidence established in accordance with paragraph 2.12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) tender security furnished in accordance with paragraph 2.12

2.8. Form of Tender

2.8.1 The tenderer shall complete the Form of Tender and the Price Schedules furnished in the tender documents, indicating the particulars of the tender.

2.9. Tender Prices

2.9.1 The tenderer shall indicate on the Price Schedules the unit prices and total tender price of the particular of tender under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the amounts to be paid by the tenderer to the procuring entity for the particulars of the tender under the contract.

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.20.5

2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise stated in the appendix.

2.11. Tenderers Eligibility and Qualifications

2.11.1 Pursuant to paragraph 2.1.1 and 2.1.2 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if it's tender is accepted. The documentary evidence of the tenderer's qualifications to perform the contract

if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12. Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Appendix to Instructions to Tenderers.

2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price

2.12.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the authority.
- d) Letter of credit.

2.12.5 Any tender not secured in accordance with paragraph 2.12.1. and 2.12.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.20.5

2.12.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity

2.12.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30

2.12.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.29 or
 - (ii) to furnish performance security in accordance with paragraph 2.30
- (c) If the tenderer rejects a correction of an arithmetic error in the tender.

2.13. Validity of Tenders

2.13.1 Tenders shall remain valid for 60 days after date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.13.2 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 provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14. Format and Signing of Tenders

2.14.1 The tenderer shall prepare an original and a copy 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.

2.14.2 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 un-amended printed literature, shall be initialed by the person or persons signing the tender.

2.14.3 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.

2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL TENDER" and "COPY OF TENDER". The envelopes shall then be sealed in an outer envelope.

2.15.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring entity at the address given in the Invitation to Tender

(b) bear tender number and name in the Invitation to Tender and the words, "DO NOT OPEN BEFORE **THURSDAY 21ST NOVEMBER 2024 AT 10:00 AM**"

2.15.3 The inner 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".

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.16. Deadline for Submission of Tenders

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 no later than **THURSDAY 21STNOVEMBER,2024 AT 10:00 AM**

2.16.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.3 in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.17. Modification and Withdrawal of Tenders

2.17.1 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.

2.17.2 The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. a withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.18. Opening of Tenders

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at,17th Floor,316 Upper hill Chambers ,2ndNgong Avenue, Upper hill, Nairobi **THURSDAY 21ST NOVEMBER,2024 AT 10:00 AM** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tender's names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of Tenders

2.19.1 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.

2.19.2 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.

2.20 Preliminary Examination and Responsiveness

2.20.1 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.

2.20.2 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

2.20.3 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, 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.

2.20.5 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 nonconformity.

2.21. Conversion to single currency

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

2.22. Evaluation and Comparison of Tenders

- 2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

- 2.22.2 The Procuring entity's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

a) operational plan proposed in the tender;

b) deviations in payment schedule from that specified in the Special Conditions of Contract

- 2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

a) Operational Plan

i. The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenderers offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

b) in payment schedule

i. Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

- 2.22.4 Preference where allowed in the evaluation of tenders shall not exceed 15%.

- 2.22.5 The evaluation committee shall evaluate the tenders within 30days from the date of opening the tender.

2.23. Contacting the Procuring entity

- 2.23.1 Subject to paragraph 2.19 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.

2.23.2 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 Tenderers' tender.

2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the Highest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 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.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

2.26. Procuring entity's right to accept or reject any or all tenders

2.26.1 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 a tender.

2.26.2 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.

2.26.3 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 public procurement.

2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will constitute the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.29. Simultaneously the unsuccessful tenderers shall be notified that their tenders have been unsuccessful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.30, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.

2.29.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.29.3 The contract will be definitive upon its signature by the two parties.

2.29.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.30 Performance Security

2.30.1 The successful tenderer shall furnish the performance security in accordance with the Appendix to instructions to tenders, in a format acceptable to the Procuring entity.

2.30.2 Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next highest evaluated tender or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.31.2 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

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

Appendix to Instructions to Tenderers

The following information for leasing, contract of Official Receiver shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1	All local firms/ citizens in Kenya are eligible to tender
2.12.1	The tender security shall be in the amount not exceeding 2 per cent of the tender price
2.13	Validity of Tenders Shall be 335 days
2.14	A MANDATORY SITE VISIT on the 12th to 15th of November 2024 between 9.00 am -4.00 pm- PLOT NO.2/85(ORIG NO.2/44/2), 2/86(ORIG NO.2/44/3), 2/87(ORIG NO.2/44/4), Kilimani property located in Argwings Kodhek Road
2.14.1	The tenderer shall prepare and submit two copies of the tender, clearly marking each “ ORIGINAL TENDER ” and “ COPY OF TENDER ” These two envelopes are then placed in one envelope to form a complete bid. The Bid must be submitted in TWO copies.
2.18.1	Opening of tenders Opening of tenders will be done in public at the time of closing the tender.
2.22.4	Evaluation and Comparison of Tenders Preference not allowed.
2.23.1	Contacting the Official Receiver Subject to paragraph 2.19 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.
2.25.1	Award of the Contract Award of the lease will be 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.

2.26.1	Right to award Contract; Official Receiver- 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 action
2.30.1	Performance security, The performance security required will be three (3) months tenant deposit during the period of the contract Failure by the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next highest evaluated tender or call for new tenders.
2.31	Corrupt or Fraudulent Practices A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the procuring entity under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) "The Procuring entity" means the organization offering the particulars of the tender under this Contract
- (d) "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
- (e) "GCC" means the General Conditions of Contract
- (f) "SCC" means the Special Conditions of Contract
- (g) "Day" means calendar day

3.2. Application

3.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other part of the contract

3.3. Standards

3.3.1 The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.

3.4. Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the contractor in the performance of the Contract.

3.4.2 The Contractor shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 2.4.1 above.

3.4.3 Any document, other than the Contract itself, enumerated in paragraph 2.4.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the

Procuring entity on completion of the contractor's performance under the Contract if so required by the Procuring entity.

3.5. Patent Rights

3.5.1 The Contractor shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof.

3.6 Performance Security

3.6.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in SCC

3.6.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of:

- (a) Cash.
- (b) A bank guarantee.
- (c) Such insurance company guarantee approved by the Authority.
- (d) A letter of credit.

3.6.4 The performance security will be discharged by the Procuring entity and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor's performance of obligations under the Contract, including any warranty obligations, under the Contract.

3.7. Delivery of services and Documents

3.7.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified by the procuring entity in the schedule of requirements and the special conditions of contract

3.8. Payment

3.8.1. The method and conditions of payment to be made to the procuring entity under this Contract shall be specified in the SCC

3.8.2. Payment shall be made promptly by the contractor, but in no case later than sixty (60) days after submission of an invoice or claim by the procuring entity.

3.9. Prices

- 3.9.1 Prices charged by the procuring entity for particulars provided under the Contract shall not, with the exception of any price adjustments authorized in SCC vary from the prices quoted by the Contractor in its tender or in the procuring entity's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendments signed by the parties.
- 3.9.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months)
- 3.9.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 3.9.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.10. Assignment

- 3.10.1 The Contractor shall not assign, in whole or in part, its obligations under this Contract, except with the Procuring entity's prior written consent.

3.11. Termination for Default

- 3.11.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor terminate this Contract in whole or in part:
- (a) if the Contractor fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
 - (b) If the Contractor fails to perform any other obligation(s) under the Contract
 - (c) If the Contractor in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract
- 3.11.2 In the even the Procuring entity terminates the contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those un-delivered, and the Contractor shall be liable to the Procuring entity for any excess costs for such similar services. However the contractor shall continue performance of the contract to the extent not terminated.

3.12. Termination for insolvency

- 3.12.1 The Procuring entity may at any time terminate the contract by giving written notice to the Contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

3.13. Termination for convenience

- 3.13.1 The Procuring entity by written notice sent to the contractor, may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity's convenience, the extent to which performance of the contractor under the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor an agreed amount for partially completed services.

3.14 Resolution of Disputes

- 3.14.1 The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
- 3.14.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15. Governing Language

- 3.15.1. The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties shall be written in the same language.

3.16. Applicable Law

- 3.16.1 The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

3.17 Force Majeure

- 3.17.1 The Contractor 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.

3.18 Notices

3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post, Fax or Email and confirmed in writing to the other party's address specified in the SCC.

3.18.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.



SECTION IV – SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special condition of contract shall supplement the General Conditions of Contract. Whenever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special Conditions of Contract as relates to the GCC.

GCC REFERENCE	SPECIAL CONDITIONS OF CONTRACT
3.3.2	Standards The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.
3.6.1	Performance security Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Official Receiver- with the three months' rent deposit as the performance security
3.8.1	Terms of payment Payment shall be made promptly by the contractor, but in no case later than thirty (30) days after submission of an invoice or claim by the Corporation.
3.14.2	Resolutions of disputes The procuring entity and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or disputes arising between them under or in connection with the contract
3.16.1	Applicable law The contract shall be interpreted in accordance with the laws of Kenya
3.18.1	Official Receiver, P.O BOX 30404-00100 Nairobi

CONDITIONS IN REGARD TO THE CONTRACT/LEASE AGREEMENT

4.1 USE OF PROPERTY

The property(s) shall be used and occupied by the bidder (Tenant) exclusively for private business, profession and trade. However, the Official Receiver shall agree with the tenant the type of business, profession and trade before signing of the lease agreement.

Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate county authorities and homes associations, if any, with respect to the premises.

The lease shall be for a period of 1 Year and shall be subject to the Liquidation order being in place and the Official Receiver acting as a liquidator.

4.2 ASSIGNMENT AND SUB-LETTING

Tenant shall not assign this Lease, or sublet or grant any concession or license to use the house or any part of the house without Landlord's prior written consent.

Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

4.3 ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the office space or construct any building or make other improvements without the prior written consent of Landlord (Official Receiver)

All alterations, changes and improvements built, constructed, or placed on or around the house by Tenant, with the exception of fixtures properly removable without damage to the house and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

4.4 DAMAGE TO PREMISES

If the building, or any part of the building, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's employees, agent, or visitor, there shall be a stop of paying rent corresponding with the time during which, and the extent to which, the building is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

4.4 DANGEROUS MATERIALS

Tenant shall not keep or have on or around the house any article or thing of a dangerous, inflammable, or explosive character that might unreasonably

increase the danger of fire on or around the house or that might be considered hazardous.

4.5 UTILITIES

Tenant shall be responsible for arranging and paying for all utility services (conservancy, water, electricity and telephone) required in respect of the leased premises. Tenant shall not default on any obligation to a utility provider for utility services in the office/space.

4.6 MAINTENANCE AND REPAIR

Tenant will, at Tenant's sole expense, keep and maintain the office space and accessories in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the house in good order and repair; and keep the walls free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's employees, agent, or visitor.

Tenant agrees that no signs shall be placed or painting done on or about the house by Tenant without the prior written consent of Landlord.

Tenant agrees to promptly notify Landlord (Official Receiver) in the event of any damage, defect or destruction of the premises, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to lease agreement, Landlord shall use its best efforts to make the repairs.

SECTION V - SCHEDULE OF REQUIREMENTS

The following is the land Official Receiver intends to lease out and its status for a period of 1 Year and shall be subject to the Liquidation order being in place and the Official Receiver acting as a liquidator

	Name Of Property/Location	L.R.NUMBER	Area(ACRES)
	Kilimani Property Located in Argwings Kodhek Road,Kilimani.	2/85(Orig no.2/44/2)	1 Acre
	Kilimani Property Located in Argwings Kodhek Road,Kilimani	2/86(Orig no.2/44/3)	1.500 Acres
	Kilimani Property Located in Argwings Kodhek Road,Kilimani	2/87(Orig no.2/44/4)	1.497 Acres

EVALUATION PROCESS

Evaluation on bids will be conducted in two stages namely: -

- Stage 1: Compliance with the Mandatory Requirements
- Stage 2: Financial Evaluation on capacity to deliver the contract

a) Mandatory Requirements

The Bidders MUST provide the following documents: -

1. Attach a copy of National Identity Card for individuals.
2. Attach a copy of Certificate of Registration/Incorporation if it's a registered company.
3. Attach a copy CR12/CR13 Certificate of not more than 60 days old accompanied with National Identity Cards of directors/shareholders.
4. Attach a duly filled, signed and stamped (by the Official Receiver) site visit form
5. Must submit two copies (original and a copy) of the tender document.
6. Attach Valid Tax Compliance Certificate
7. All the submitted tender documents MUST be serialized from Page one to the last plus its attachments. Use this format please (Page 1 of n, Page 2 of n Page 3 of n, etc where n is the last Page of the tender document including the attachments.)
8. Must attach a duly filled up, signed confidential Business Questionnaire in the format provided.
9. Attach duly filled, signed and commissioned by the Commissioner of oaths self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.
10. Attach duly filled and signed self-declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015.
11. The bidder shall demonstrate that it has access to or has available liquid assets or lines of credit or finance means of at least Kshs. 100,000,000.00 (cash flows for the last three months or letter from reputable bank).
12. Attach a Commissioned Power of Attorney by the Commissioner of oaths
13. Previous lease history- provide details of any previous lease on land including references within Nairobi
14. Bidder MUST quote for the entire lot (All Plot Numbers).

Documentary evidence in form of copies and originals where applicable MUST be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to automatic disqualification from further evaluation.

b) Financial Evaluation

The bidder who meets all mandatory requirements and with the **highest bid price** will be awarded the lease subject to the Official Receiver rights and provided that the bidder is determined to be qualified to perform the lease agreement satisfactorily.

Award will be based on the market price of the area under consideration and if the quoted price is below the market price it can be negotiated or terminated.



C. NEGOTIATIONS

Before the award of the lease agreement, Official Receiver may conduct negotiations with the highest evaluated bidder. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the rent, term of lease and terms and conditions of the lease agreement

SECTION VI - STANDARD FORMS

Notes on the sample Forms

1.Price Schedule Form- The price schedule form must similarly be completed and submitted with the tender.

2.Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3.Self declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015- This form must be completed by the tenderer and submitted with the tender documents.

4.Self declaration that the person/tenderer will not engage in any corrupt or fraudulent practice- This form must be completed by the tenderer and submitted with the tender documents.

5.Site visit form.- This form must be completed by the tenderer, signed by Official Receiver on the site visit day and submitted with the tender documents.

6.1 PRICE SCHEDULE/FINANCIAL PROPOSAL

The bidders are expected to provide their financial proposals in the format provided below.

Particulars of Area Being Offered	Kilimani Property Located in Argwings Kodhek Road, Kilimani PLOT NOs. i. 2/85(ORIGNO.2/44/2), ii. 2/86(ORIGNO.2/44/3), iii. 2/87(ORIG NO.2/44/4)
Total Monthly Rent inclusive of Service charge and VAT	

Notes

1. Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and shall remain valid for a period of 1 Year and shall be subject to the Liquidation order being in place and the Official Receiver acting as a Liquidator.
2. Inspection - The premises shall be offered on **“as is where is and whatever there is”** basis. The tenderer is expected to have inspected the premises and acquaint himself/herself with the property before placing the bid.
3. Registration: The lease agreements shall be duly stamped and registered. Expenditure incidental thereto including costs of stamps and registration charges shall be borne equally by the tenderer / Lessee.
4. Commencement of lease: Rent shall be payable from the date of entering into Indenture of Lease/Lease Deed/Agreement for Lease/Memorandum of Understanding. Or within 45 days from the date of issue of Letter of acceptance of offer by Official Receiver, whichever is earlier.
5. Quotes below the market price will not be considered. The highest quote will be considered for award.

NAME.....DESIGNATION

SIGNATURE

6.2 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

<ul style="list-style-type: none"> • <i>Part 1 – General:</i> • Business Name • Location of business premises. • Plot No..... Street/Road • PCK Address Tel No. E mail • Nature of Business ,..... • Registration Certificate No. • Maximum value of business which you can handle at any one time – Kshs. • Name of your bankers Branch 																				
<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full Age Nationality</p> <p>..... Country of origin</p> <p>A. Citizenship</p> <p>B. details</p>																				
<p>Part 2 (b) Partnership Given details of partners as follows:</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table>			Name	Nationality	Citizenship	Details Shares			1.			2.			3.			4.		
Name	Nationality	Citizenship																		
Details Shares																				
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<p>Part 2 (c) – Registered Company</p> <p>Private or Public State the nominal and issued capital of company- Nominal Kshs. Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship</th> </tr> </thead> <tbody> <tr> <td>Details Shares 1.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> </tbody> </table>			Name	Nationality	Citizenship	Details Shares 1.....			2.			3.								
Name	Nationality	Citizenship																		
Details Shares 1.....																				
2.																				
3.																				
<p>Date Signature of Candidate</p>																				

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

6.3 SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box.....being a resident of.....in the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*).....who is a Bidder in respect of Tender No.....for(*insert.....tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(*insert name of the Procuring entity*) which is the procuring entity.

3......THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

(Name) (Signature) (Date)
..... Bidder's Official Stamp

Witness (Commissioner of oaths name)..... Commissioner
of oaths official stamp

6.4 SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box
being a resident of in the Republic of Kenya do hereby
make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing
Director/Principal Officer/Director of
..... (insert name of the
Company) who is a Bidder in respect of Tender No.
for.....(insert tender title/description) for(insert name of
the Procuring entity) and duly authorized and competent to make this
statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not
been debarred from participating in procurement proceeding under Part IV
of the Act.

3. THAT what is deponed to herein above is true to the best of my
knowledge, Information and belief.

(Name) (Signature) (Date)
..... Bidder Official Stamp

6.5 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No.

Tender Name

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 within 30 days of the date of this letter but not earlier than 14 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

6.6 REQUEST FOR REVIEW FORM FORM RB 1
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 of20.....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.

By this memorandum, the Applicant requests the Board for an order/orders that: - 1.

- 2.

SIGNED..... (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED
Board Secretary

6.7 Site Visit Form

TENDER FOR LEASING OF PLOT NO.2/85(ORIG NO.2/44/2), 2/86(ORIG NO.2/44/3), 2/87(ORIG NO.2/44/4)-KILIMANI PROPERTY.

Date of Site Visit _____

Location PLOT NO.2/85(ORIG NO.2/44/2), 2/86(ORIG NO.2/44/3), 2/87(ORIG NO.2/44/4)

Open Space.....

SITE VISIT CONTACT DETAILS:

Bidder Representative/Name: _____

Phone: _____

Company Name /Supplier:_____

Signature and Stamp: _____

Date.....

OFFICIAL RECEIVER'S/ DETAILS:

Contact person's name/Officer: _____

Signature: _____

Date: _____