

**POSTAL CORPORATION OF KENYA**



**PCK/PROC/40/2023/2024**

**TENDER FOR LEASING OF OFFICE AND OPEN SPACE  
AT  
POSTAL CORPORATION OF KENYA.**

**POSTAL CORPORATION OF KENYA;**

**P.O. BOX 34567 – 00100;**

**NAIROBI, KENYA.**

[www.posta.co.ke](http://www.posta.co.ke)

[tendersecretariat@posta.co.ke](mailto:tendersecretariat@posta.co.ke)

**CLOSING DATE: THURSDAY 2 MAY 2024 AT 11:00 AM**

## TABLE OF CONTENTS

|   | Page |
|---|------|
| INTRODUCTION.....,,,,,,,,,,,,,                      | 3    |
| SECTION I - INVITATION TO TENDER.....               | 4    |
| SECTION II - INSTRUCTIONS TO TENDERERS .....        | 5    |
| APPENDIX TO INTRODUCTION TO TENDERERS .....         | 19   |
| SECTION III - GENERAL CONDITIONS OF CONTRACT... ..  | 21   |
| SECTION IV - SPECIAL CONDITIONS OF CONTRACT... ..   | 28   |
| SECTION V - SCHEDULE OF PARTICULARS OF TENDER ..... | 30   |
| SECTION VI - STANDARD FORMS .....                   | 32   |
| 1. PRICE SCHEDULED .....                            | 34   |
| 2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM... ..   | 34   |
| 3. DECLARATION FORM.....                            | 37   |
| 4. DEBARREMENT DECLARARTION FORM... ..              | 38   |
| 5. NOTIFICATION OF AWARD FORM.....                  | 39   |

**SECTION I : INVITATION TO TENDER**  
**DATE: : 22 APRIL 2024**  
**TENDER REF NO : PCK/PROC/40/2023/2024**  
**TENDER NAME : TENDER FOR LEASING OF OFFICE AND OPEN SPACE AT POSTAL CORPORATION OF KENYA**

1. The Postal Corporation of Kenya (hereafter referred to as “PCK”) invites sealed bids from eligible candidates in Leasing of Office Space at Madaraka Post Office (Thika/Makongeni) and Open Space at Garissa Post Office as shown in the Section V - Schedule of Requirements.
2. Interested and eligible candidates may obtain a complete set of tender documents from the corporation website ([www.postkenya.co.ke](http://www.postkenya.co.ke)) or the public information portal ([www.tenders.co.ke](http://www.tenders.co.ke)), free of charge.
3. 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.
4. 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 **Posta House, Mezzanine Floor, Kenyatta Avenue, Nairobi**, and be addressed to:-

**THE POSTMASTER GENERAL,  
POSTAL CORPORATION OF KENYA,  
P. O. BOX 34567-00100,  
NAIROBI.**

so as to be received on or before **THURSDAY 2 MAY 2024 AT 11:00 AM.**

5. The tender documents must be serialized and paginated appropriately.
6. Bidders are encouraged to visit PCK’s or PPIP websites from time to time before tender closure for any amendments through addendum /clarification.
7. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **PCK Board Room, Kenyatta Avenue, PCK House, 7<sup>th</sup> Floor .**

**POSTMASTER GENERAL**

## SECTION II - INSTRUCTIONS TO TENDERERS

| TABLE OF CLAUSE  | Page |
|--|------|
| 2.1 Eligible Tenderers .....   | 6    |
| 2.2 Cost of Tendering.....   | 6    |
| 2.3 Contents of Tender documents... ..                                       | 6    |
| 2.4 Clarification of Tender document.....                                    | 7    |
| 2.5 Amendments of tender Document.....                                       | 7    |
| 2.6 Language of Tenderers.....   | 8    |
| 2.7 Documents comprising to tender... ..                                     | 8    |
| 2.8 Form of Tender.....  | 8    |
| 2.9 Tender prices.....   | 8    |
| 2.10 Tender currencies.....  | 9    |
| 2.11 Tenderers eligibility and qualifications... ..                          | 9    |
| 2.12 Tender security.....  | 9    |
| 2.13 Validity of tenders.....  | 10   |
| 2.14 Format and signing of tenders.....                                      | 10   |
| 2.15 Sealing and marking of tenders.....                                     | 11   |
| 2.16 Deadline for submission of tenders.....                                 | 12   |
| 2.17 Modification and withdrawal of tender.....                              | 12   |
| 2.18 Opening of tenders.....   | 13   |
| 2.19 Clarification of tenders .....  | 13   |
| 2.20 Preliminary examination.....  | 13   |
| 2.21 Conversion and comparison of tenders.....                               | 14   |
| 2.22 Evaluation and comparison of tenders... ..                              | 14   |
| 2.23 Contacting the procuring entity.....                                    | 15   |
| 2.24 Post qualification.....   | 16   |
| 2.25 Award criteria.....   | 16   |
| 2.26 Procuring entity's right to vary quantities.....                        | 16   |
| 2.27 Procuring entity's Right to accept or reject any<br>or all tenders..... | 16   |
| 2.28 Notification of award.....  | 17   |
| 2.29 Signing of Contract.....  | 17   |
| 2.30 Performance security.....   | 18   |
| 2.31 Corrupt or Fraudulent practices.....                                    | 18   |
| Appendix to instructions to tenderers.....                                   | 19   |

## **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 before purchase.

### **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 PCK 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 PCK Procurement Manager vide email: [tendersecretariat@posta.co.ke](mailto:tendersecretariat@posta.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.

2.11.2 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 2 MAY 2024 AT 11:00 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 2 May 2024 AT 11:00 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 not 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 Posta House Mezzanine floor Friday 29<sup>th</sup> October, 2021 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) Deviation 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 tenderers 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 letting, leasing, licensing, tenancy, franchise or management contract of Postal Corporation of Kenya 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.

| <b>INSTRUCTIONS TO TENDERERS REFERENCE</b> | <b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>  |
|--|--|
| 2.1  | All local firms/ citizens in Kenya are eligible to tender  |
| 2.12.1                                     | Tender security not applicable   |
| 2.13                                       | <b>Validity of Tenders</b><br>Shall be 335 days  |
| 2.14.1                                     | The tenderer shall prepare and submit two copies of the tender, clearly marking each “ <b>ORIGINAL TENDER</b> ” and “ <b>COPY OF TENDER</b> ” These two envelopes are then placed in one envelope to form a complete bid. The Bid must be submitted in TWO copies.   |
| 2.16.3                                     | <b>Bulky Tenders</b><br>Bulky tenders, which will not fit in the tender box, shall be received at the office of the Head/Supply Chain 3 <sup>rd</sup> Floor City Square Post Office at Haile Selasie Avenue on the closing day before 10.30 AM.  |
| 2.18.1                                     | <b>Opening of tenders</b><br>Opening of tenders will be done in public at the time of closing the tender.  |
| 2.22.4                                     | <b>Evaluation and Comparison of Tenders</b><br>Preference not allowed.   |
| 2.23.1                                     | <b>Contacting the Postal Corporation of Kenya</b><br><br>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                                     | <b>Award of the Contract</b><br>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 | <p><b>Right to award Contract;</b><br/> PCK 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</p>   |
| 2.30.1 | <p><b>Performance security,</b><br/> The performance security required will be three(3)months tenant deposit during the period of the contract<br/> 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.</p> |
| 2.31   | <p><b>Corrupt or Fraudulent Practices</b><br/> A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.</p>  |

POSTAL CORPORATION OF KENYA

### SECTION III - GENERAL CONDITIONS OF CONTRACT

| TABLE OF CLAUSES                                   | Page |
|--|------|
| 3.1 Definitions.....                               | 21   |
| 3.2 Application.....                               | 21   |
| 3.3 Standards.....                                 | 21   |
| 3.4 Use of Contract documents and information..... | 21   |
| 3.5 Patent rights.....                             | 22   |
| 3.6 Performance security.....                      | 22   |
| 3.7 Delivery of services and documents.....        | 23   |
| 3.8 Payment.....                                   | 23   |
| 3.9 Prices.....                                    | 23   |
| 3.10 Assignment.....                               | 23   |
| 3.11 Termination for default.....                  | 23   |
| 3.12 Termination for insolvency.....               | 24   |
| 3.13 Termination for convenience.....              | 25   |
| 3.14 Resolution of disputes.....                   | 25   |
| 3.15 Governing language.....                       | 25   |
| 3.16 Applicable law.....                           | 25   |
| 3.17 Force Majeure.....                            | 25   |
| 3.18 Notices .....                                 | 25   |

## **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 superceded 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.

POSTAL CORPORATION OF KENYA

## 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         | <b>Standards</b><br>The services provided under this Contract shall conform to the standards mentioned in the schedule of particulars of the tender.   |
| 3.6.1         | <b>Performance security</b><br>Within twenty-eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Corporation with the three months' rent deposit as the performance security          |
| 3.8.1         | <b>Terms of payment</b><br>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        | <b>Resolutions of disputes</b><br>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        | <b>Applicable law</b><br>The contract shall be interpreted in accordance with the laws of Kenya  |
| 3.18.1        | Postmaster General/CEO<br>Postal Corporation of Kenya<br>P.O BOX 34567-00100<br>Nairobi<br>Posta road/Kenyatta Avenue  |



## **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 Corporation 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.

### **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.

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 un-tenantable. 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 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.

#### **4.7 Performance Security**

Within twenty (28) working days from notification of lease, the successful tenant shall prior to signing the lease agreement furnish PCK with a security deposit equal to three months' rent valid for the entire lease agreement period in the form provided in the tender document or in another format acceptable to PCK.

The proceeds of the deposit shall be payable to the Board as compensation for any loss resulting from tenant's failure to discharge any of its obligations.

The security shall be denominated in Kenya Shillings and shall be in the form of either cash or a bank guarantee issued by a reputable bank located in Kenya, in the form provided in the bidding documents or another form acceptable to PCK.

The security deposit will be discharged by PCK and returned to the tenant not later than thirty (30) days following the expiry of the lease agreement. In the event that the lease agreement is renewed, the security will be renewed also for the entire lease period.

The Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and the Corporation may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall

be conclusively presumed that a tenant leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease

POSTAL CORPORATION OF KENYA

**SECTION V - SCHEDULE OF REQUIREMENTS**

The following is the Office the Corporation intends to lease out and its status for a period of 63 months subject to extension if the two parties agree

| <b>No</b> | <b>Name Of Property/Location</b>                  | <b>Type Of Space</b> | <b>Size</b>       |
|-----------|---|----------------------|-------------------|
| 1         | Makadaka(Thika/Makongeni) Post Office-<br>Nairobi | Office Space         | 4,700 Square Feet |
| 2         | Garissa Post Office                               | Open Space           | 1,026 Square Feet |

POSTAL CORPORATION OF KENYA

## **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.
4. Attach a duly filled, signed and stamped by the Office of Manager Facilities Nairobi Region site visit form.
5. Must submit two copies (original and a copy) of the tender document.
6. Attach Valid Tax Compliance Certificate
8. 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. 1,000,000.00 (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. Any PCK Tenant who wishes to participate must be without any pending rent arrears with the Corporation.

**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 mandatory qualified bidder with the **highest bid price** shall be awarded the lease subject to the Corporation 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, PCK 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.**

## 6.1 PRICE SCHEDULE/FINANCIAL PROPOSAL

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

| Item No. | Particulars of Area Being Offered                             | Office/Undeveloped open Space |
|----------|---|-------------------------------|
| 1        | Name of the Building/property                                 |                               |
| 2        | Office Space Area in Sq.ft                                    |                               |
| 3        | Rent per sq.ft (Exclusive of Service Charge and VAT)          |                               |
| 4        | Service Charge per Sq. Ft (Exclusive of VAT) for office space |                               |
| 5        | Rent per sq.ft (inclusive of service charge and VAT)          |                               |
| 6        | 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 335 days from the closing date of the tender.
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. Extent of area: -For office space the premises being offered is on built-up area basis i.e. area of the floor including core area and the peripheral walls on the respective floors, in other words area arrived at by multiplying the length by width of the floor including the outer wall thickness but excluding the shaft openings.
4. Period of Lease: -The lease shall be for maximum period of 63 months. The Rent is payable quarterly in advance plus a security deposit equivalent to 3 months’ rent and service charge interest free and the same shall be refunded after the premises is vacated.
5. Agreement may be renewed for a further period of 63 months if both the parties agree
6. 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.
7. 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 Postal Corporation of Kenya, whichever is earlier.

8. Taxes: Municipal taxes as applicable in future shall be borne by the tenderer / Lease over and above the rate offered by them. Present and future Taxes if any, shall be paid by licensee/lessee only
9. Quotes below the market price will not be considered. The highest quote will be considered for award.

NAME.....

DESIGNATION .....

SIGNATURE .....

POSTAL CORPORATION OF KENYA



**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"> <li>• <i>Part 1 – General:</i></li> <li>• Business Name .....</li> <li>• Location of business premises. ....</li> <li>• Plot No..... Street/Road .....</li> <li>• PCK Address ..... Tel No. .... E mail .....</li> <li>• Nature of Business ,.....</li> <li>• Registration Certificate No. ....</li> <li>• Maximum value of business which you can handle at any one time – Kshs.<br/>.....</li> <li>• Name of your bankers ..... Branch .....</li> </ul>  |             |                     |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
|--------|---|-------------|---------------------|-------------|---------------------|--------|--|--|--|----|-------|-------|-------|----|-------|-------|-------|----|-------|-------|-------|----|-------|-------|-------|
|        | <p><b>Part 2 (a) – Sole Proprietor</b></p> <p>Your name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>A. Citizenship</p> <p>B. details .....</p>  |             |                     |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
|        | <p><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 45%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>  |             | Name                | Nationality | Citizenship Details | Shares |  |  |  | 1. | ..... | ..... | ..... | 2. | ..... | ..... | ..... | 3. | ..... | ..... | ..... | 4. | ..... | ..... | ..... |
|        | Name  | Nationality | Citizenship Details |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
| Shares |   |             |                     |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
| 1.     | .....   | .....       | .....               |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
| 2.     | .....   | .....       | .....               |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
| 3.     | .....   | .....       | .....               |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
| 4.     | .....   | .....       | .....               |             |                     |        |  |  |  |    |       |       |       |    |       |       |       |    |       |       |       |    |       |       |       |
|        | <p><b>Part 2 (c) – Registered Company</b></p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company-</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 45%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</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

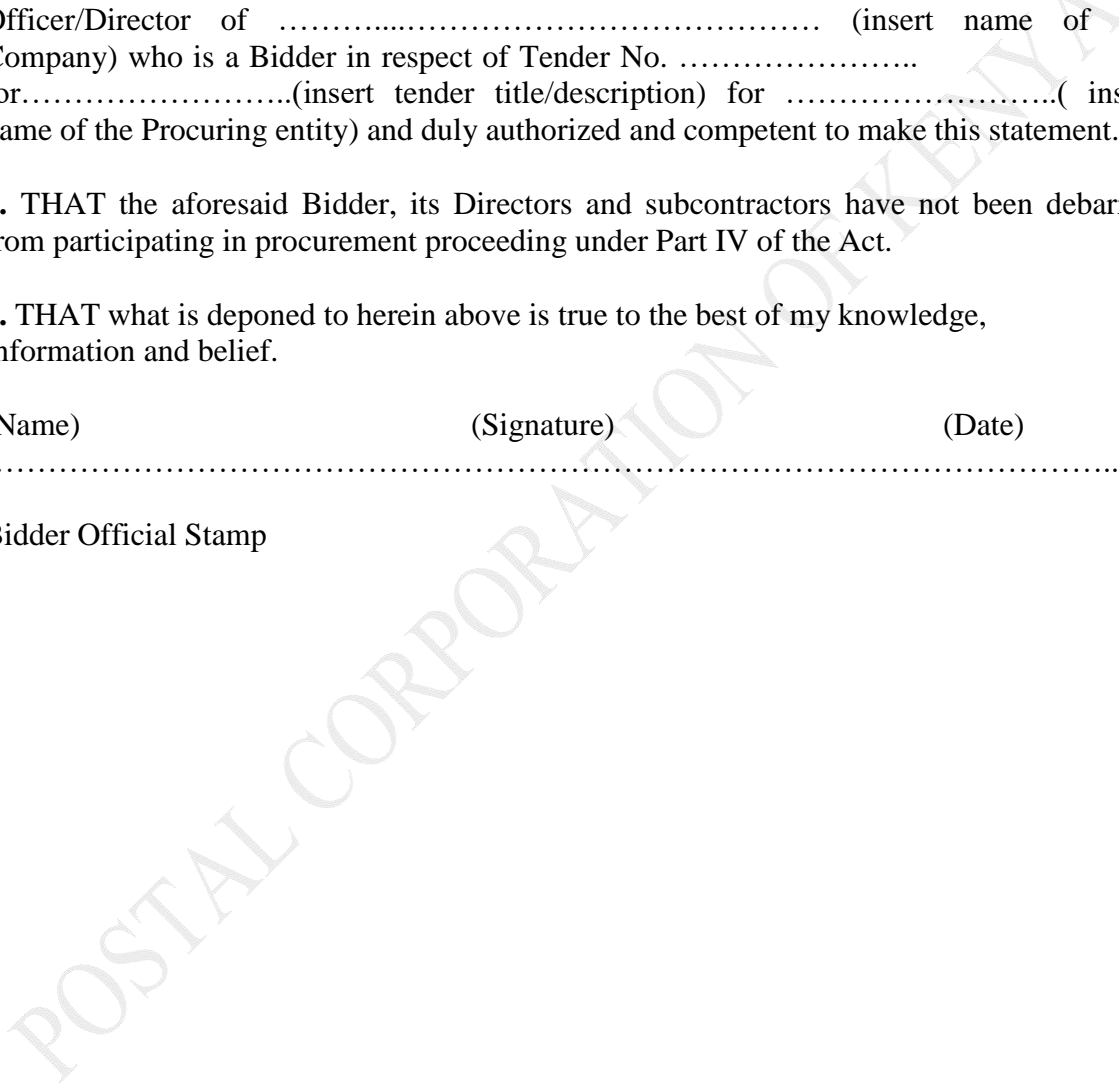
**6.4 SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

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 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.

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 of .....20.....

SIGNED  
Board Secretary



## **6.7 Site Survey Form**

### **TENDER FOR LEASING OF OFFICE AND OPEN SPACE AT THE POSTAL CORPORATION OF KENYA.**

Date of Site Survey: \_\_\_\_\_

Location (HQ, Branch Name, etc.) \_\_\_\_\_

Office/Undeveloped Open Space \_\_\_\_\_

#### **SITE VISIT CONTACT DETAILS:**

Bidder Representative/Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Company Name /Supplier: \_\_\_\_\_

Signature and Stamp: \_\_\_\_\_

#### **PCK DETAILS:**

Contact person's name/Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Bidders are requested to measure the area they interested in and indicate it clearly the total size and price per square foot during bidding.

N/B In case of queries contact Manager Facilities- Nairobi Region at City Square Post Office building M5, Regional Manager-Northern Region or Manager Facilities-HQ Posta House 8th Floor Nairobi