

## COUNTY GOVERNMENT OF KISUMU DEPARTMENT OF LANDS, HOUSING, PHYSICAL PLANNING & URBAN DEVELOPMENT

# EXPRESSION OF INTEREST FOR PURCHASE OF LAND FOR A MARKET IN NYALENDA B WARD

#### TENDER NUMBER: CGK/LHPP&UD/EOI/LP/2020/2021/008

CLOSING DATE: 16TH DECEMBER 2020 by 12:00 noon

Prepared by: The Chief Officer-Lands, Survey & Physical Planning County Government of Kisumu P. O. Box 2738 Kisumu. Issued by: County Secretary County Government of Kisumu P.O. Box 2738. Kisumu.

#### SECTION I: INVITATION TO TENDER

Date: 26th November 2020.

### EXPRESSION OF INTEREST FOR PURCHASE OF LAND FOR A MARKET IN NYALENDA B WARD

#### TENDER NO: CGK/LHPP&UD/EO/LP/2020/2021/008

- 1.1 The County Government of Kisumu (CGK) Department of Lands, Housing, Physical Planning and Urban Development (hereafter referred to as "the purchaser") invites parties who are interested in selling land for development of an ECD.
- 1.2 A complete set of tender documents may be downloaded free of charge from the County Government of Kisumu website at <a href="https://www.kisumu.go.ke">https://www.kisumu.go.ke</a>
- 1.3 Prices quoted should be net, inclusive of all taxes, and delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

Tenders will be received on or before 16TH DECEMBER 2020 by 12:00 noon.

#### **CHIEF OFFICER - LANDS, SURVEY & PHYSICAL PLANNING**

#### SECTION II: INSTRUCTIONS TO TENDERERS

#### 1.0 INTRODUCTION

The County Government of Kisumu will purchase lands from bidders who will have submitted their bids in accordance with the method of selection detailed in clause 13.0.

#### 2.0 ELIGIBILITY OF TENDERERS

- 2.1 This Invitation to tender is open to all the interested and eligible bidders as described in invitation to tender (ITT) above.
- 2.2 County Government of Kisumu Department of Lands, Housing, Physical Planning and Urban Development employees, are not eligible to participate in the tender.
- 2.3 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent Practices or debarred to participate in public procurement.

#### 3.0 COST OF BIDDING

Please note the following:

- (i) the costs of preparing the tender and of negotiating the Contract, including any visit to the county premises are not reimbursable as a direct cost of the assignment; and
- (ii) County Government is not bound to accept any of those costs regardless of the conduct or outcome of the bidding process.

#### 4.0 BID DOCUMENTS

4.1 The contents of the Bid documents are listed below and should be read in conjunction with any addendum issued by The County Government of Kisumu (the purchaser).

Section I : Invitation To Tender
Section II : Instruction To bidders
Section III : Business Questionnaire
Section IV : Evaluation criteria

Section V : General Conditions of the contract

Section VI : Financial Forms

4.2 The bidder must familiarize themselves with the conditions and take them into account in preparing their tender. To obtain first-hand information on the assignment and on the conditions, bidders are encouraged to liaise with the purchaser regarding any information that they may require before submitting a tender.

#### 5.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS

5.1 At any time prior to the deadline for submission of tenders, the County Government of Kisumu for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify when there is an addendum to that effect.

- 5.2 In order to allow prospective bidders reasonable time in which to take the addendum into account in preparing their tenders County Government of Kisumu at its discretion, may extend the deadline for the submission of tenders.
- 5.3A prospective bidder requiring any clarification of the tender document may notify the purchaser in writing at the entity's address indicated herein. The purchaser will respond in writing to any request for clarification of the tender documents received.
- 5.4 Bidders may request a clarification of the tender document only up to four [7] days before the tender submission date. Written copies of the purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 5.5The purchaser shall reply to any clarifications sought by the bidders within 5 days of receiving the request to enable the bidder to make timely submission of his/her tender.
- 5.6 For all enquiries or clarifications, please contact County Secretary, County Government of Kisumu vide the following:

(i) Email address: info@kisumu.go.ke

#### 6.0 PREPARATION OF BIDS

#### 6.1 TECHNICAL PROPOSAL

6.1.1 Bidders are expected to examine all instructions, forms, terms, requirements and other information in the bid document. Failure to submit a bid that is not substantially responsive may result in the rejection of bid. A bid will be deemed responsive when all the required documents/information is furnished.

#### 6.2 FINANCIAL PROPOSAL

- 6.2.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the tender document.
- 6.2.2. The Financial Proposal should clearly identify as a separate amount, the duties, fees, levies and other charges imposed under the law.

#### 7.0 VALIDITY PERIOD OF THE TENDER

7.1 Bids shall remain valid for a period of one hundred and twenty (120) days from the date of bid submission prescribed by the County Government of Kisumu.

#### 8.0 SUBMISSION OF BIDS

8.1 The bidder has been provided with various forms to complete. These shall constitute part of this tender.

- 8.2 It is the duty of the bidder to ensure that he carefully reads the tender document to enable him/her adequately complete the bid documents. Failure to furnish all information required by the tender document or to complete/submit the bid in conformity with the requirements of this tender document shall result to its disqualification /rejection.
- 8.3 The bidder shall submit his/her bid as a single package. The submitted bid must conform to the format prescribed in Section I of this tender document.
- 8.4 All bids must be completed and be **signed** by the bidder or a person duly authorized. Any alteration and over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered nonresponsive and shall be disqualified.
- 8.5 For each proposal the individual consultants shall prepare the proposals in the number of copies indicated in the special conditions of contract. Each Technical proposal be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original shall govern.
- 8.6 The completed Technical proposals must be delivered at the submission address on or before the time and date of the submission of the proposals indicated in the appendix to the instructions to consultants. Any proposals received later than the closing date for submission of proposals shall be rejected and returned to the individual consultant unopened. For this purpose, the inner envelope containing the technical proposal will bear the address of the individual consultant submitting the proposals.
- 8.7 All bids must be completed and be **signed** by the bidder or a person duly authorized. Any alteration and over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered nonresponsive and shall be disqualified.
- 8.8 Where the bidder submits unsealed or improperly marked envelopes the bid will be disqualified and the Board will not assume any responsibility for the bids misplacement or mishandling.
- 8.9 Your proposals shall be deposited in the Tender Box marked "County Government of Kisumu Tender Box" at the Prosperity House, Ground floor, Awour Otieno Road, Kisumu, Kenya or be addressed to:

The County Secretary, County Government of Kisumu P.O. Box 2738 - 40100, Kisumu.

So as to be received not later than 16TH DECEMBER 2020 by 12:00 noon.

#### 9.0 LANGUAGE OF THE BID

The language of the correspondences shall be in English language. Any printed literature furnished by the bidder may be written in another language provided they are accompanied by an accurate English translation of the relevant passages, which for purposes of interpretation of the bid, the English language translation shall govern.

#### **10.0 PRICE**

10.1 Bidders shall express the price of their proposals in **Kenya Shillings.** In the event that the bidder elects to submit the bid in any other currency, the county shall reserve the right to accept or reject the bid in total. Where the County Government of Kisumu accepts the bid the conversion to Kenya Shillings shall be effected using the selling exchange rate applied by Central Bank of Kenya on the closing day of the tender.

#### 11.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 11.1 The bidder may modify or withdraw its bid after submission; provided that the modification, substitution or written notice of withdrawal of the bid is received by the purchaser prior to the deadline prescribed for submission of bids. No bid may be modified or withdrawn after the deadline for submission of bids.
- 11.2 The bidder's modification or withdrawal notice shall be packaged and dispatched in accordance with tender procedures. A withdrawal notice may be sent by email.
- 11.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the bidder on the bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of his bid security.

#### 12.0 EVALUATION OF THE BIDS 12.1 PRELIMINARY EXAMINATION OF BIDS

- 12.1.1The county shall examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the bids are generally in order.
- 12.1.2 If a bid is not substantially responsive, it shall be rejected by the County and may not subsequently be made responsive by the Bidder by correction of the nonconformity. A substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning failure to comply with any one of the mandatory requirements, shall be deemed to be a material deviation.

#### 13.2 EVALUATION PROCESS / CRETARIA

The Tender Processing committee appointed by the Departmental Chief Officer shall evaluate the bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria as follows;

#### a) Preliminary Mandatory Requirements

Bids not meeting all the mandatory requirements will receive no further consideration during the evaluation process. The Bidders shall be required to provide/meet the following: -

- (i) Copy of the title deed, Survey Map and/or Mutation form.
- (ii) Certified Copy of Owner's National Identity Card/ Certificate of incorporation and CR-12 Form (if company owned).
- (iii) Certified copy of current/valid tax compliance certificate issued by the Kenya Revenue Authority.
- (iv) Original current official search certificate.
- (v) Sequential Serialization of the document.
- (vi) The minimum size for the proposed site must be at least 0.10 Hectares.

#### **NOTE:** Certification must be done by a Commissioner of Oaths.

#### **b)** Technical Evaluation:

#### This shall involve due diligence and confirmation of the following:

- (i) Due diligence on ownership of the land as per the Preliminary Mandatory Requirements attached.
- (ii) Accessibility from major roads.
- (iii) Whether the land is free from any encumbrances, cautions or caveats.
- (iv) Whether the land is not subject to any litigations or disputes.
- (v) Confirmation of Land value by Government valuer.

#### c) Comparison of financial offers

Responsive bidders will be invited to indicate their prices that will be subjected to comparison alongside other competitors and the winning bidder shall be the lowest evaluated price.

#### 14.0 NEGOTIATIONS

14.1 Before the award of the purchase agreement, the purchaser may conduct negotiations with the successful evaluated bidders. The aim is to reach agreement on all points and sign a contract.

#### 15.0 NOTIFICATION OF AWARD AND CONTRACTING

- 15.1 Prior to the expiration of the period of tender validity, County Government of Kisumu will notify the successful bidder in writing that his/her bid has been accepted.
- 15.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the bidder and the purchaser. Simultaneously the other bidders shall be notified that their bids were not successful.

- 15.3 Successful bidder(s) shall be required to enter into a formal contract with the purchaser whose contents shall be derived mainly from this tender document and the bid submitted.
- 15.4 Successful bidder shall sign a contract with the purchaser within 14 days from the date of award.
- 15.5 The Laws of Kenya shall be applicable to the formal contract.

#### 16.0 CORRUPT OR FRAUDULENT PRACTICES

The purchaser requires that all Tenderers observe the highest standards of ethics during the tendering process, execution of contracts and when the contract is in force. The purchaser will not enter into contract with any bidder who has engaged in corrupt or fraudulent practices during the tendering process.

Canvassing in any form is strictly prohibited and will lead to automatic disqualification.

#### SECTION IV: TECHNICAL BID FORMS

#### **FORM T1: CONFIDENTIAL QUESTIONNAIRE**

You are required to give the full particulars and disclosures sought for in this Questionnaire as far as it is applicable to your firms/individual details.

#### **PART 1: GENERAL INFORMATION**

a)	Names in full:	_Age	
b)	Nationality	Country of Origin	
c)	Citizenship Details:		
d)	Postal address of business:	Tel No	
e)	Fax No	E-mail add	
f)	Current Location sub county a	nd ward	
g)	Plot No		
h)	State if the land is owned or le	ased:	
i)	If leased confirm that the rates are either up-to date or in arrears:		
j)	Name of your local bankers: _	Branch	
Confi	rmation of Declarations made		
	the undersigned certify that thur belief and knowledge.	e information given in this form is true to the best of	
Full Na	ames of		
Author	rized Official		
Design	nation		
Bidder	's Signature & Official Compa	ny Stamp	
Date			

**NB**: Completion of this form does not constitute a contract or commitment on the part of the purchaser to provide and/or guarantee the purchase.

#### FORM F3: PRICE SCHEDULE FORM

You are provided with the bid price table hereafter to place your bid to purchase of land.

No.	Location	N0.	Area In acres	Rate per acre (Kshs)	Total in (ksh.)
1					

#### SECTION G. TENDER FORM AND PRICE SCHEDULES

#### (i) Form of Tender

Date:		
Tender NO:		
<i>To:</i>		
[Name and address of pro	curing entity]	
Gentlemen and/or Ladies	:	
<ol> <li>Having examined to Nos</li> </ol>		
	ereby duly acknowledg	ged, we, the undersigned, offer to
[Description of	services] In conformit	y with the said tender documents [Total tender amount in
2. We undertake, if our T		rovide the services in accordance
with the services schedule	<u>-</u>	<u> </u>
-		e guarantee of a bank in a sum
•		for the due performance of the
Contract, in the form preso		
	,	• •
· ·	-	d of[number] days
		cructions to tenderers, and it shall
<u> </u>	nd may be accepted at a	any time before the expiration of
that period.  5. Until a formal Contract	is propored and avacute	ed, this Tender, together with
		tion of award, shall constitute a
binding Contract between		non or award, shan constitute a
C		
•	are not bound to accep	ot the lowest or any tender you
may receive.		
Dated this	day of	
		[Signature] [In the capacity of]
Duly authorized to sign to		
Dury audiorized to sign to	and the telland	UI

#### (ii) CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

Business Na	<b>neral</b> me			
			t/Road	
Postal	address			
		Tel No	Fax/Email	
	isiness			
•	value of bus		n handle at any one time	
		Part 2 (a) -	- Sole Proprietor	
Your name	in full	A	ge	
Nationality.		Cou	ntry of Origin	
Date	•••••	Signature	of Tenderer	•••••
		Part 2 (b	) – Partnership	
Given detail	s of partners	s as follows		
Name		Nationality	Citizenship details	Shares
1				
2				
3				
	•			
4				
		G		
Date	••••••	U	Tenderer	•••••
		Dont 7 (a) Doni	stered Company	
D	1.1.	Part 2 (c) – Regi	•	
Private or P			- •	
State the no	minal and is	sued capital of com	- •	
State the no Nominal Ks	minal and is hs.		- •	
State the no Nominal Ks Issued Kshs	minal and is hs.	sued capital of com	- •	
State the no Nominal Ks Issued Kshs Given detail	minal and is hs.	sued capital of con	npany	a.
State the no Nominal Ks Issued Kshs Given detail	minal and is hs. s of all direc	sued capital of come etors as follows Nationality	npany  Citizenship details	
State the no Nominal Ks Issued Kshs Given detail Name 1	minal and is hs. s of all direc	sued capital of cometors as follows Nationality	npany Citizenship details	
State the no Nominal Ks Issued Kshs Given detail Name 1 2	minal and is hs ls of all direc	sued capital of con ctors as follows Nationality	npany Citizenship details	•••
State the no Nominal Ks Issued Kshs Given detail Name  1 2 3	minal and is hs. s of all direc	sued capital of cometors as follows Nationality	npany Citizenship details	

#### (iii) Tender Security Form

Whereas	[Name of the tende	erer]
(Hereinafter called "the tenderer") has submitte	d its tender dated	
[Date of submission of tender]	for the supply	
of	[Name	e and/or
description of the goods]		
(Hereinafter called "the		
Tender'')		•••
KNOW ALL PEOPLE by these presents that	ıt	
WE		
Of	Having our	registered
office at (Hereinafter ca	lled "the Bank"), a	re bound
unto		
[Name of procuring entity] (Hereinafter calle sum of	ed "the Procuring	entity") in the
For which payment well and truly to be made	to the said Procuring	ng entity, the Bank
binds itself, its successors, and assigns by these	presents. Sealed v	vith
the Common Seal of the said Bank this	day of	20 .

#### THE CONDITIONS of this obligation are:

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
- (a) Fails or refuses to execute the Contract Form, if required; or
- (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[Signature of the bank]

Section I	. Contract Form		
	THIS AGREEMENT made the	day of	20
	between[name of Proc		
	of Procurement entity] (Hereina part and		
	and country of tenderer] (Herein		
	WHEREAS the Procuring entity		_
	viz.,		
	accepted a tender by the tenderer of	[Con	=
	and figures] (Hereinafter called "t		MIC
	NOW THIS AGREEMENT WITN		
	1. In this Agreement words and exare respectively assigned to the to.		
	2. The following documents shall	be deemed to form an	nd be read and
	construed as part of this Agree	ement, viz.:	
	(a) The Tender Form and	the Price Schedule su	ibmitted by the
	tenderer;		
	(b) The Schedule of Req	, , ,	
	Technical Specifications		
	Conditions of Contract;	_	
	Conditions of Contract;		1
	(f)The Procuring entity's		
	3. In consideration of the paymen	•	•
	tenderer as hereinafter mentioned,		
	Procuring entity to provide the go conformity in all respects with the	•	
	4. The Procuring entity hereby co	•	
	the provision of the goods and the Price or such other sum as may be	e remedying of defect	s therein, the Contract
	contract at the times and in the m	anner prescribed by the	ne contract.
	IN WITNESS whereof the partie executed in accordance with above written.		_
	Signed, sealed, delivered by entity)	the	(for the Procuring
	Signed, sealed, delivered by tenderer)	the	(for the
	In the presence of		

To:	
No [reference number 20 to	as undertaken, in pursuance of Contract er of the contract] dated
supply[Description of goods] (Here	einafter called "the Contract").
shall furnish you with a bank guara	ated by you in the said Contract that the tendered intee by a reputable bank for the sum specified with the Tenderer's performance obligations in
THEREFORE WE hereby affirm that on behalf of the of	
This guarantee is valid until the	day of 2
Signature and seal of the Guarantors	
[Name of bank or financial institution	pn]
[Address]	
[Date]	

#### LETTER OF NOTIFICATION OF AWARD

	Address of Procuring Entity
To:	
RE: To	ender No
T	ender Name
	s to notify that the contract/s stated below under the above-mentioned 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
DECLAR	ATION FORMS FORM SD1
	ECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED TTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT
	resident of of Post Office Box in the Republic

1	•	(insert name of the
Company) who is a Bi	dder in respect of Tender	r No for r( insert
name of the Procuring e statement.	ntity) and duly authorized	and competent to make this
	der, its Directors and subcontrement proceeding under Part	ractors have not been debarred IV of the Act.
3. THAT what is deponed information and belief.	l to hereinabove is true to	the best of my knowledge,
(Title)	(Signature)	(Date)

#### FORM OF CONTRACT

THIS AGREEMENT, made the	he day of		2020
Between <b>THE COUNTY GO HOUSING, PHYSICAL PL</b> Box number 2738 – 40100 Kis	OVERNMENT OF ANIING AND Usumu (hereinafter o	KISUMU DEPARTMENT OF TRANSPORT OF THE PURCHASER") of the (hereinafter called "the Bid	f Post office one part and
purchase of Land (hereinafter	called "the service" r for the executio	ne bidder executes the sale age ") and the purchaser has accepte n and completion of such pro-	ed the tender
NOW THIS AGREEMENT	WITNESSETH as	s follows: -	
	<del>-</del>	is shall have the same mean itions of Contract hereinafter re	•
2.0 The following documents construed as part of thi		form an integral part and shall	be read and
(i) Terms and Con (ii) Priced Schedule (iii) Notification of		er document	
mentioned, the firm/bi	idder hereby Cove	by the purchaser to the bidder a enants with the purchaser to be provision of the contract.	
completion of the pro	oject the Contract ovisions of the C	idder in consideration of the ex Price or such other sum as r Contract at the times and in	may become
<b>IN WITNESS</b> whereof the paday and year first before written		caused this Agreement to be exc	ecuted the
Signed for County Government by:	nt of Kisumu		-
		Name	
In the presence of:			_

ACCOUNTING
OFFICER; LANDS,
HOUSING, PHYSICAL
PLANNING AND URBAN
DEVELOPMENT

Signed for the hiddens" firms by	DEVELOPMENT
Signed for the bidders" firm by:	
	Name
	(Who warrants that he is duly authorized to sign)

In the presence of: