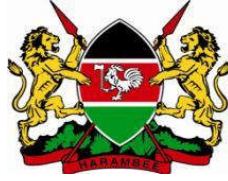


**COUNTY ASSEMBLY OF MARSABIT**



**TENDER DOCUMENT FOR  
PURCHASE OF LAND  
FOR COUNTY ASSEMBLY OF MARSABIT SPEAKER'S RESIDENCE**

**TENDER NUMBER: MBT/CA/ASS/EOI/01/2020-2021**

**COUNTY ASSEMBLY OF MARSABIT  
P. o. Box 29 - 60500  
MARSABIT, KENYA**

**Website: [www.marsabitassembly.go.ke](http://www.marsabitassembly.go.ke)**



**COUNTY ASSEMBLY OF MARSABIT  
OFFICE OF THE CLERK**

**EXPRESSION OF INTEREST (EOI) FOR PURCHASE OF LAND FOR SPEAKER'S RESIDENCE  
TENDER REF: MBT/CA/ASS/EOI/01/2020-2021**

The County Assembly of Marsabit invites applications for Expression of Interest from interested eligible bidders for the purchase of speaker's residence land.

S/No	TENDER NO.	ITEM DESCRIPTION	LAND SIZE	TYPE
1	MBT/CA/ASS/EOI/01/2020-2021	Expression of Interest (EOI) for the purchase of land for County Assembly of Marsabit Speaker's Residence	Minimum 1 Acre	Open to land owners Within a range of five (5.0) kilometres radius from County Assembly office block

Interested eligible bidders may obtain further information and any clarifications from the County Assembly of Marsabit Procurement Office from 8.00am - 4.00pm.

Interested Bidders must meet the following terms and conditions;

1. Should have a minimum acreage of One (1) acre of land
2. The terrain must be flat, without rivers and or streams running through it.
3. Should be within a range of five (5) Kilometre radius from County Assembly office block
4. Should have an access road and be preferably served with utilities such as electricity and water.
5. Purchase of proposed land should be subject to following.
  - a) Seller must submit a current search certificate within one month from date of this advertisement
  - b) Ownership of the land must be clean i.e. without any encumbrances, charges, caveat, legal social dispute and or illegal occupants.
  - c) Verification of actual size of the land by surveyor.
  - d) Show proof of ownership of the land (attach copy of seller's title deed & National Identity Card/Passport/KRA Pin Certificate)
  - e) Submit the intention to sale land.

Submit the Expression of Interest tender documents marked Original and Copy in a plain sealed envelopes clearly marked **EOI No. MBT/CA/ASS/EOI/01/2020-2021** and the **Expression of Interest (EOI)** should be addressed and returned to;

Tenders will be opened immediately thereafter in the presence of the tenderers/ representatives who choose to attend the opening of the tenders at the County assembly Chamber boardroom.

**CLERK,  
COUNTY ASSEMBLY OF MARSABIT,  
P.O. BOX 29- 60500,  
MARSABIT**

## **SECTION II INSTRUCTIONS TO TENDERERS**

### **2.0 Eligible Tenderers**

- 2.0.1. This Invitation to tender is open to all tenderers who are interested to sell their land to County Assembly of Marsabit.
- 2.0.2. The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate.
- 2.0.3. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

### **2.1 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 hard copy tender document obtained from the procuring entity shall not exceed Kshs.1,000/=
- 2.2.3 The Procurement department shall allow the tenderer to review the tender document free of charge prior to purchase.

### **2.2 Contents of Tender Documents**

- 2.2.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 2.5 of these instructions to tenders
  - i. Instructions to tenderers
  - ii. Price schedules
  - iii. Form of tender
  - iv. Contract form
  - v. Tender security declaration form
  - vi. Confidential business questionnaire
- 2.2.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications 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.

### **2.3 Clarification of Documents**

- 2.3.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by **County Assembly of Marsabit**. Written copies of the response from The Accounting Officer (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.
- 2.3.2. The Accounting Officers 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 Amendment of Documents**

- 2.4.1. At any time prior to the deadline for submission of tenders, The Accounting Officer office, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.4.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by email and such amendment will be binding on them.
- 2.4.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, County Assembly of Marsabit, at its discretion, may extend the deadline for the submission of tenders.

### **2.5 Language of Tender**

- 2.5.1. 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.

### **2.6 Documents Comprising the Tender**

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12

### **2.7 Form of Tender**

- 2.7.1 The tenderers shall complete the provided Form of Tender and the Price Schedule accordingly.

## **2.8 Tender Prices**

- 2.8.1 The tenderer shall indicate on the price schedule the cost per acre.
- 2.8.2 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted will be subjected to land valuation by County Assembly of Marsabit.
- 2.8.3 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

## **2.9 Tender Currencies**

Prices shall be quoted in Kenya Shillings only.

## **2.10 Tenderers Eligibility and Qualifications.**

- 2.10.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender.

## **2.11 Tender Security**

- 2.11.1 All tenders are required to ensure the tender securing declaration form is duly filled, signed and stamped.

## **2.12 Validity of Tenders**

- 2.12.1 Tenders shall remain valid for **120 days** or as specified in the invitation to tender after date of tender opening prescribed by the County Assembly of Marsabit, pursuant to paragraph 2.18.
- 2.12.2 In exceptional circumstances, before the expiry of the period during which tenders shall remain valid the accounting officer of the procuring entity may extend that period and shall give in writing notice of an extension through addendum.

## **2.13 Format and Signing of Tender**

- 2.13.1 The tenderer shall prepare two copies of the tender, clearly/markings each **“ORIGINAL TENDER”** and **“COPY OF TENDER,”** as appropriate. In the event of any discrepancy between the two, the original copy shall govern.
- 2.13.2 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 initialled by the person or persons signing the tender.
- 2.13.3 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 initialled by the person or persons signing the tender.

## **2.14 Sealing and Marking of Tenders**

- 2.14.1 The tenderer shall seal the original tender and the copy in an outer envelope, duly marking with the tender name and tender number and the words: **“DO NOT OPEN BEFORE” 18<sup>th</sup> September, 2020 at 10.00am** and shall be addressed to the address given in the invitation to tender.
- 2.14.2 The envelope shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared **“late”**.

- 2.14.3 If the outer envelope is not sealed and marked as required by paragraph 2.15.1, The Accounting Officer office will assume no responsibility for the tender's misplacement or premature opening.

#### **2.15 Deadline for Submission of Tenders**

- 2.15.1 Tenders must be received by The Accounting Officer office at the address specified under paragraph 2.15.2 no later than **18<sup>th</sup> September 2020 at 10.00am**.

- 2.15.2 County Assembly of Marsabit, Clerk's office may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of County Assembly of Marsabit and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **2.16 Modification and withdrawal of tenders**

- 2.16.1 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 tender's is received by The Accounting Officer office prior to the deadline prescribed for the submission of tenders.
- 2.16.2 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 email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.16.3 No tender may be modified after the deadline for submission of tenders.
- 2.16.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.16.5 The Accounting Officer office may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

#### **2.17 Opening of Tenders**

- 2.17.1 The Accounting Officer office will open all tenders in the presence of tenderers' representatives who choose to attend, on **18<sup>th</sup> September 2020 at 10.00am** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.17.3 The tenderers' 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 Clarification of Tenders**

- 2.18.1 To assist in the examination, evaluation and comparison of tenders, the Procurement department office 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 shall be sought, offered, or permitted.
- 2.18.2 Any effort by the tenderer to influence the Procurement department office in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderer's tender.

## **2.19 Preliminary Examination and Responsiveness**

- 2.19.1 The Evaluation Committee will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.19.2 The tender sum as submitted and read out during the tender opening may be not the final sum and subject to land valuation report from County government of Marsabit.
- 2.19.3 The Evaluation Committee may waive any minor informality or nonconformity 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.
- 2.19.4 Prior to the detailed evaluation, The Evaluation Committee 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 Evaluation Committee determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.19.5 If a tender is not substantially responsive, it will be rejected by evaluation committee and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

## **2.20 Conversion to a Single Currency**

- 2.20.1 Prices shall be quoted in Kenya Shillings only.

## **2.21 Evaluation and Comparison of Tenders**

- 2.21.1 Tenderers who fail to meet mandatory requirements will have their bids considered non-responsive. Evaluation of mandatory requirements will form the first stage of tender evaluation and tenderers who fail at this stage will have their bids rejected.
- 2.21.2 The Committee shall evaluate and compare the tenders which have been determined to be substantially responsive.
- 2.21.3 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender

## **2.23 Contacting County Assembly of Marsabit**

2.23.1 No tenderer shall contact the procurement department on any matter relating to its tender, from the time of the tender opening to the time of award.

2.23.2 Any effort by a tenderer to influence procurement department office in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

## **2.24 Award of Contract**

### **a) Post qualification**

2.24.1 An evaluation committee may, after tender evaluation, but prior to the award of the tender conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender

### **b) Award Criteria**

2.24.3 Subject to paragraph 2.12 Clerk, County assembly of Marsabit will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender.

2.24.4 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.

## **2.25 Notification of award**

2.25.1 Prior to the expiration of the period of tender validity, the procurement department office will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and County Assembly of Marsabit. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

## **2.26 Signing of Contract**

2.26.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Clerk, County Assembly of Marsabit

2.26.2 The parties to the contract shall have it signed within 14 days from the date of notification of contract award unless there is an administrative review request.

## **2.27 Performance Security**

2.27 Bidders will not be required to provide a performance security but instead the successful bidder will be required to provide a written declaration that he/she will not withdraw nor introduce new conditions after contract award.



**2.28 Corrupt or Fraudulent Practices**

- 2.28.1 The Accounting Officer office 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.
- 2.28.2.1 County assembly of Marsabit 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;
- 2.28.2.2 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## 2.29 EVALUATION CRITERIA

### I. MANDATORY /PRELIMINARY EVALUATION CRITERIA

- a) Submit company profile/personal details
- b) Attach K.R.A Pin Certificate.
- c) Attach a copy of National Identification Card for the registered land owner(s) / a copy of Incorporation Certificate.
- d) Attach a copy of valid Official Search Certificate from the ministry of land.
- e) Tender submitted by an agent or lawyer must be accompanied by an original authorization letter from the owner of the land.
- f) The land should be a minimum of approximately one (1) acres
- g) The land must be within a range of 5km Radius from County Assembly office block
- h) A declaration that the land is free from encroachment, squatters, litigation or any encumbrances.

### II. TECHNICAL EVALUATION CRITERIA

S/No.	DESCRIPTION	SCORE (100 Marks)
1.	<b>Distance</b> - land must be within a range of 5km Radius from County Assembly office block	(20 Marks)
2.	<b>Accessibility to Utilities (Water, Power)</b> 2 utilities = 12 marks 1 utilities = 8 marks 0 utility= 0 Marks	( 20 Marks)
3.	<b>Road Accessibility</b> Tarmac road = 12 Marks Gravelled Road = 6 marks Earth Road = 2 marks No access =0- 0 marks	( 20 Marks)
4.	<b>Zoning - (Residential)</b> Plot for Residential = 10 marks	(10 Marks)
5.	<b>Boundaries</b> Fixed Boundary Survey =10 marks  General Boundary Survey = 5 marks	(15 Marks)
6.	<b>Terrain</b> Fairly Flat & Even = 10 Sloppy & Uneven = 5	(15 Marks)

**NB:**

Bidders shall be required to obtain a minimum of fifty (50) Marks at the Technical Evaluation to proceed to Financial Evaluation stage.

**III. FINANCIAL EVALUATION**

**The successful tender shall be the tender with the lowest evaluated price**

## 2.30 STANDARD FORMS

Notes on the standard Forms

NO.	FORM	DESCRIPTION
1.	<b>Price Schedule Form</b>	The price schedule form must be completed and submitted with the tender
2.	<b>Form of Tender</b>	The form of Tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer
3.	<b>Tender Securing Declaration Form</b>	The tenderer shall ensure the tender securing declaration form is duly filled, signed, and stamped
4.	<b>Confidential Business Questionnaire Form</b>	This form must be completed by the tenderer and submitted with the tender documents
5.	<b>Contract Form</b>	The contract form shall not be completed by the Tenderer at the time of submitting the tender. The contract form shall be completed after contract award and should incorporate the accepted contract price

**PRICE SCHEDULE**

The following price schedule shall constitute the financial bid.

<b>S/NO.</b>	<b>LOCATION (APPROXIMATE DISTANCE FROM THE COUNTY ASSEMBLY OFFICE BLOCK)</b>	<b>LAND PARCEL No./ L.R. No.</b>	<b>NO. OF ACRES ON OFFER</b>	<b>UNIT PRICE PER ACRE</b>	<b>TOTAL AMOUNT</b>
1.					

**NB:**

- 1. Bidders should transfer the amount (per acre) quoted to the form of tender.**
- 2. The tender amount per acre as submitted shall be subject to land valuation by the Marsabit County department of Lands.**

Duly authorized to sign Tender for and on behalf of

\_\_\_\_\_

**Signature of tenderer**

\_\_\_\_\_

**FORM OF TENDER**

Date \_\_\_\_\_

To:

Sir/Madam:

Having examined the Tender documents including Addenda Nos ..... [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ..... in conformity with the said tender documents for the amount per acre of Kshs..... or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our tender is accepted, to deliver the Services in accordance with the delivery schedule specified in the Schedule of Requirements. We agree to abide by this tender for the tender validity period specified in Clause 2.12 of the Appendix to Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We are not participating, as tenderers, in more than one tender in this tendering process. Our firm, its affiliates or subsidiaries – including any subcontractors or suppliers for any part of the contract – has not been declared ineligible by the Government of Kenya under Kenyan laws. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive. We certify/confirm that we comply with the eligibility requirements as per ITT Clause 3 of the Tender documents

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

(Name) \_\_\_\_\_

\_\_\_\_\_

[Signature]

[In the capacity of]

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

**Signature and Rubber Stamp of tenderer**

\_\_\_\_\_

**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.

**Part 1 General**

Business  
Name.....

Location of Business Premises  
.....

Plot No.,..... Street/Road  
.....

Postal address ..... Tel No. ....  
.....

Fax ..... Email .....  
.....

Nature of Business  
.....

Registration Certificate No.  
.....

Maximum value of business which you can handle  
at any one time – Kshs.  
.....

Name of your bankers.....

Branch  
.....  
.....

**Part 2 (a) – Sole Proprietor**

Your name in full.....Age.....

Nationality.....Country of Origin.....

Citizenship details .....

**Part 2 (b) – Partnership**

Given details of partners as follows

Name Nationality Citizenship details Shares

1.  
.....  
.....

2.  
.....  
.....

3.  
.....  
.....

4.  
.....  
.....



**Part 2 (c) – Registered  
Company**

Private or Public

State the nominal and issued

capital of company Nominal Kshs.

.....

Issued Kshs. ....

Given details of all directors as

follows Name Nationality

Citizenship details Shares

1.

.....

.....

2.

.....

.....

3.

.....

.....

Date.....Signature of

Candidate.....

**TENDER SECURING DECLARATION**

Date: ..... Tender  
No.:.....

To: .....  
*[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender- Securing Declaration. We accept that our future ability to tender shall be jeopardized if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- (b) having been notified of the acceptance of our Tender by the Purchaser during the period of Tender validity, (i) fail or refuse to execute the Contract, if required.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name: .....  
*[insert complete name of person signing the Tender Securing Declaration]*

Signed: .....  
*[insert signature of person whose name and capacity are shown]*

In the capacity of.....  
*[insert legal capacity of person signing the Tender Securing Declaration]*

Dated: ..... Stamped:.....

**CONTRACT FORM**

THIS AGREEMENT made the..... Day of..... 20.....between.....[name of procurement entity] of .....[country of Procurement entity](hereinafter called "the Procuring entity") of the one part and .....[name of tenderer] of .....[city and country of tenderer](hereinafter called "the tenderer") of the other part.

WHEREAS the procuring entity invited tenders for certain ..... materials and spares. Viz [brief description of materials and spares] and has accepted a tender by the tenderer for ..... in the sum Of .....[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) The Schedule of Requirements;
- (c) The General Conditions of Contract; (d) The Special Conditions of Contract; and (e) The Procuring entity's Notification of Award.

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to ..... and to remedy defects therein in conformity in all respects with the provisions of the Contract

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by The \_\_\_\_\_ (for the tenderer)

in the presence of \_\_\_\_\_.