

**KENYA REINSURANCE  
CORPORATION LTD.**

**SALE OF PROPERTIES**

**1. KRC/2010/270**

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## **SECTION I - INVITATION TO TENDER**

### **1.1 SALE OF PROPERTIES**

#### **SALE OF PROPERTIES – KRC/2010/270**

Kenya Reinsurance Corporation Ltd invites sealed tenders from eligible candidates to purchase the under listed properties.

Tenders in plain sealed envelopes bearing the correct Tender no.(**KRC/2010/270/.....**) should be deposited in the Tender box located on the 16<sup>th</sup> floor of Reinsurance Plaza, Aga Khan Walk NAIROBI or be sent to:-

**Managing Director  
Kenya Reinsurance Corporation Ltd  
Reinsurance Plaza, Nairobi  
Aga Khan Walk  
P.O. Box 30271 – 00100  
NAIROBI**

**To be received by 19<sup>th</sup> August, 2010 at 10.00 am.** The Tenders will be opened the same day at 11.00 am in the Corporation's Boardroom. Interested bidders or their representatives are invited to attend the opening session.

Tenderers will be required to pay a non refundable/handling Fee of **Kshs 2,000.00** per tender as per details contained in the bidding guidelines. The detailed bid documents can be downloaded from our **Website: <http://www.kenyare.co.ke>**.

Any canvassing or giving of false information will lead to automatic disqualification.

### **1.2 Handling fee**

The non refundable fee should be in form of a banker's cheque) raised in favour of Kenya Reinsurance Corporation Ltd., The cheque should be enclosed in the tender envelope.

**SECTION II - INSTRUCTIONS TO TENDERERS**

**2.0 Table of Clauses**

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**SECTION II - INSTRUCTION TO TENDERERS**

2.1.1 Kenya Re’s employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.

## **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 Kenya Re shall allow the tender to review the tender document free of charge before purchase.

## **2.3 The Tender Document**

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Invitation to tender
  - (ii) Instructions to tenderers
  - (iii) Schedule of items and price
  - (iv) Conditions of Tender
  - (v) Form of tender
  - (vi) Confidential Business questionnaire Form
  - (vii) Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. Kenya Re. will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.4.3 Kenya Re. 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.

## **2.5 Amendment of Documents**

2.5.1 At any time prior to the deadline for submission of tenders, Kenya Re, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and 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, Kenya Re. at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Tender Prices and Currencies**

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

## **2.7 Tender deposit**

2.7.1 Purchasers are required to submit together with their bids evidence of their ability to pay the purchase price within the stipulated period.

2.7.2 Successful bidders will be required to pay a down payment of 10% of the purchase price on acceptance of the letter of offer and the balance of the purchase price within 90 days

2.7.3 If a successful tenderer withdraws from the transaction he will automatically forfeit kshs 20,000.00 being administration fee.

## **2.8 Validity of Tenders**

2.8.1 Tenders shall remain valid for 90 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by Kenya Re as non responsive.

2.8.2 In exceptional circumstances, Kenya Re. 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 deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.9. Viewing Properties

2.9.1 Prospective bidders are advised to view the properties before bidding in liaison with the Property Division.

**Contact persons: Rose Gitau or Francis Barasa tel.2240188  
ext. 297 Or 266**

.This will enable them to arrive at the most reasonable and competitive bids.

The properties are being sold on “as is “basis.

## 2.10 Sealing and Marking of Tenders

2.10.1The tenderer shall seal the tender and mark it with the appropriate number with the wordings “DO NOT OPEN BEFORE (19<sup>th</sup> August 2010 at 10.00 am)

## 2.11 Deadline for Submission of Tenders

2.11.1. Tenders must be received at the specified address not later than (19<sup>th</sup> August 2010 at 10.00 am)

2.11.2Kenya Re, at its discretion, may extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## 2.12 Modifications And Withdrawals Of Tenders

### 2.12.1Modification of tenders

2.12.1.1 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 Kenya Re prior to the deadline prescribed for submission of tenders.

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

## **2.13 Opening of Tenders**

2.13.2 Kenya Re. will open all tenders in the presence of tenderers' representatives who choose to attend at in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

2.13.4 Kenya Re will prepare minutes of the tender opening.

## **2.14 Clarification of tenders**

2.14.2 To assist in the examination, evaluation and comparison of tenders Kenya Re. 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.

2.14.3 Any effort by the tenderer to influence the Kenya Re tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.15 Evaluation and Comparison of Tenders**

2.15.1 The Kenya Re will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

2.15.2 Kenya Re will evaluate and compare the tenders, which have been determined to be substantially responsive.

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

## **2.16 Award Criteria**

2.16. Kenya Re will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserves price.

## **2.17 Notification of Award**

2.17.2 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.

2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18.1 No tenderer shall contact Kenya Re on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.17.4 Any effort by a tenderer to influence Kenya Re in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderers tender.

### SECTION III - SCHEDULE OF TERMS AND PRICES

#### PROPERTIES FOR SALE

<b>NO</b>	<b>LR NO</b>	<b>LOCATION</b>	<b>AREA</b>	<b>DESCRIPTION</b>	<b>VALUATION</b>
i	LRNO.209/11 154	Nairobi South 'C'	10 Acres	Sports Club	Kshs 330,000,000.00
ii	LRNO 23980/97-99	Meru – Gitoro Area	0.0144 hectares OR 0.0356 Acres Approx.	3 shops within Kenyare Estate Meru	Kshs 3,700,000.00 each
iii	LR NO. 23980/93	Meru Gitoro Area	0.4070 hectares OR 1.0057 acres Approx.	School complex within Kenyare Estare - Meru	Kshs 15,185,000.00
iv	LR NO. Eldoret (19- 144) 125 No plots LR NO. BLOCK 15 (151 – 226) 75 NO Plots	Kipkarren Area Eldoret Uasin Gichu District	Most of the plots are ¼ Acres Approx.	Vacant land	Valuation various between Kshs 350,000.00 to Kshs 660,000.00
v	LR NO. Eldoret Block 15/1832	Uasin Gichu District	6.585 Acres	Vacant land	Kshs 6,900,000.00

**SECTION IV - CONDITIONS OF TENDER**

4.1 A tenderer may tender for more than one property.

**SECTION V - STANDARD FORMS**

**Notes on Standard Forms**

5.1 The form of tender, and the confidential business questionnaire form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

**5.1 Form of Tender**

Date: \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: .....  
.....

Gentlemen and/or Ladies:

1. Having examined the tender documents

Nos. ....[insert numbers]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of .....[ ] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.

3. We agree to abide by the tender for a period of 90 days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We understand that you are not bound to accept the highest or any tender that you may receive.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 5.2 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 applies to your type of business.

You are advised that it is a serious offence to give false information on this form

<p>Part 1 – General</p> <p>Business Name .....</p> <p>Location of business Premises .....</p> <p>Plot No. .... Street/Road .....</p> <p>Postal Address ..... Tel No. ....</p> <p>Nature of business .....</p> <p>Current Trade Licence No. .... Expiring date .....</p> <p>Maximum value of business which you can handle at any one time Kshs .....</p> <p>Name of your bankers ..... Branch .....</p>
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	<p>Part 2 (a) – Sole Proprietor/individual purchaser</p> <p>Your Name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>* Citizenship details .....</p>																														
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>1</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	1	.....	.....	.....	.....	2	.....	.....	.....	.....	3	.....	.....	.....	.....					
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	<p>Part 2 (c) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company –</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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<p>Date ..... Seal/Signature of Candidate .....</p> <p>.....</p>																															