



NCCK
National Council of Churches of Kenya

TENDER DOCUMENT

FOR LEASING OF

JUMUIA CONFERENCE & BEACH RESORT – KANAMAI AREA, KILIFI COUNTY

TENDER NUMBER: NCCK/03/2021

CLOSING DATE: MARCH 12, 2021 AT 1000HRS

GUIDELINES TO PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

Section I – Invitation to Tender. This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.

Section II – Instruction to Tenderers. This section guides tenderers on how to prepare their bid and how the tendering process will be carried out up to the award stage including notification of award to the successful bidder. “Appendix to Instruction to Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.

Evaluation Criteria: This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

1 Checklist of Document Forming the Bid

	Documents forming part of the bid	Remarks
1	The main sections of the tender document that includes Section I – Invitation to Tender; Section II – Instruction to Tenderers, including Appendix to Instruction to Tenderers; and Section III – General Conditions of the Contract, including Special Conditions of Contract	These sections remain as they are in the tender document.
2	Duly filed mandatory business questionnaire with particulars of the supplier, contractor and consultant and shall include:	
	i) Name of supplier	
	ii) Registration details (ID/Registration/Incorporation Number and compliance)	
	iii) PIN Number	
	iv) List of directors, shareholders and beneficial owners (in case of a company)	

	v) Name of proprietor (for sole proprietor and business name)	
	vi) Name of partners (for partnerships)	
	vii. Business contact information (Telephone and Email Address)	
	viii. Postal Address	
	ix. Physical address	
	x. Tax compliance status	
	xi. Business permit /License number	
	xii. County of operations	
3	Duly filled priced schedules	Prices quoted to be inclusive of all applicable taxes and levies
4	Duly filled and signed Form of Tender in the format provided in the tender document	
5	Duly filled and signed declaration form in the form provided OR Tender Security Submitted	
6	Bid document to be serialized/paginated on all pages	
7	Bidders are advised to use NCKK tender document or ensure to align their bid to it	
8	Confirmation of a bid submission of one copy and one Original.	

SECTION I: INVITATION TO TENDER

The National Council of Churches of Kenya (NCCCK) was established in 1913. The National Council of Churches of Kenya is a family of churches and organizations in fellowship and witness. The vision of National Council of Churches of Kenya is one church united in faith and mission witnessing to Jesus Christ and transforming lives.

The National Council of Churches of Kenya invites sealed bids from interested and eligible candidates to lease The Jumuia Conference & Beach Resort in Kanamai area of Kilifi County.

Interested and eligible candidates may obtain further information and download the tender documents free of charge from The National Council of Churches of Kenya website: www.ncck.org.

All clarifications and or addendums will be posted on the NCCCK website. Bidders are advised from time to time to check mentioned websites for any uploaded further information on this tender.

Prices quoted should be inclusive of all taxes any other applicable levies, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and description and be deposited in the Tender Box on 3rd Floor, Jumuia Place Lenana Road, Kilimani, Nairobi, on or before 10.00a.m. Local time on March 12, 2021 and be addressed to;

The General Secretary
National Council of Churches of Kenya
P.O. Box 45009 -00100 NAIROBI
Tel: +254 20 2721249/2729099
Email: gsoffice@ncck.org.

Tender documents will be opened immediately thereafter at the Board Room on the 3rd Floor, Jumuia Place, Nairobi in the presence of Bidders representatives who choose to attend.

2 SECTION II: INSTRUCTIONS TO TENDERER

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 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 NCCK, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

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) Authorization Form
- (x) Declaration form
- (xi) 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 NCKK by post, fax or by email at the NCKK's address indicated in the Invitation to Tender. The NCKK 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 NCKK. 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.

2.5 Amendment of tender Documents

2.5.1 At any time prior to the deadline for submission of tenders, the NCKK, 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 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 NCKK, 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 NCKK, 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 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 lease under the contract.

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

2.9.3 Prices indicated on the Price Schedule shall be inclusive of VAT and other taxes payable:

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 NCKK's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Validity of Tenders

2.12.1 Tenders shall remain valid for 120 days after date of tender opening pursuant to paragraph

2.12.2 A tender valid for a shorter period shall be rejected by the NCKK as non-responsive.

2.12.3 In exceptional circumstances, the NCKK 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.

2.13 Format and Signing of Tenders

2.13.1 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.

2.13.2 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 initialed 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 initialed by the person or persons signing the tender.

2.14 Sealing and Marking of Tenders

2.14.1 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.

2.14.2 The inner and outer envelopes shall:

- (a) be addressed to the NCKK 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 12.03.2021 at 10.00 a.m.”**

2.14.3 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”**.

2.14.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, NCKK 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 NCKK at the address specified under paragraph

2.15.2 NCKK 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 NCKK and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.15.3 Bulky tenders which will not fit in the tender box shall be received by the NCKK as provided for in the appendix.

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 tenders, is received by the NCKK prior to the deadline prescribed for 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 fax or 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.12.7.

2.17 Opening of Tenders

2.17.1 The NCKK will open all tenders in the presence of tenderers' representatives who choose to attend, on **12/03/2021 at 10.00 a.m.** and in the location specified in the Invitation of tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.17.2 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 NCKK, at its discretion, may consider appropriate, will be announced at the opening.

2.17.3 The NCKK 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.

2.18 Clarification of Tenders

- 2.18.1 To assist in the examination, evaluation and comparison of tenders the NCKK 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.
- 2.18.2 Any effort by the tenderer to influence the NCKK in the NCKK's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.19 Preliminary Examination and Responsiveness

- 2.19.1 The NCKK 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.
- 2.19.2 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
- 2.19.3 The NCKK 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.
- 2.19.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the NCKK 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 NCKK's 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 the NCKK and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.20 Conversion to single currency

2.20.1 Where other currencies are used, the NCKK 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.

2.21 Evaluation and Comparison of Tenders

2.21.1 The NCKK will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

2.21.3 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 procurement.

2.22 Contacting NCKK

2.22.1 Subject to paragraph 2.21 no tenderer shall contact the NCKK on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.22.2 Any effort by a tenderer to influence the NCKK in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.23 Award of Contract

(a) Post-qualification

2.23.1 In the absence of pre-qualification, the NCKK will 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.

2.23.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the NCKK deems necessary and appropriate.

2.23.3 A positive 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 NCKK will proceed to the next highest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.23.4 NCKK 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, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) NCKK Right to Vary quantities

2.23.5 The NCKK reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) NCKK Right to accept or Reject any or All Tenders

2.23.6 The NCKK 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 NCKK's action

2.24 Notification of Award

2.24.1 Prior to the expiration of the period of tender validity, the NCKK will notify the successful tenderer in writing that its tender has been accepted.

2.24.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.24.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the NCKK will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.25 Signing of Contract

2.25.1 At the same time as the NCKK notifies the successful tenderer that its tender has been accepted, the NCKK will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.25.2 The parties to the contract shall have it signed within fifteen (15) days from the date of notification of contract award unless there is an administrative review request.

2.25.3 Within fifteen (15) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the NCKK.

2.26 Corrupt or Fraudulent Practices

2.26.1 The NCKK requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the NCKK, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the NCKK of the benefits of free and open competition;

2.26.2 The NCKK 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.

Appendix to instructions to Tenderers

The following information for letting/ leasing, tenancy, of Jumuia Conference and Beach Resort Kanamai Area, Kilifi County shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the Instructions to Tenderers.

INSTRUCTIONS TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS
2.1.1	The tender is open to all eligible tenderers ready to lease the resorts premises.
2.1.2/3	Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire

2.2.1	The tenderer shall bear the cost associated with the preparation and submission of the tender, and NCKK will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process
2.2.2	Downloading from the NCKK website is free of charge.
2.2.9	Prices shall be quoted in Kenya shillings unless otherwise stated in the appendix. Note: the prices quoted in the form of tender shall be final and not subject to any correction or amendment.
2.3.2.	There will be a site visit on 06/03/2021 at Jumuia Conference & Beach Resort at 9am local time
2.13.1	Tender validity period is 120 days from the date of tender opening
2.5.3	In exceptional circumstances, NCKK may extend the period of the tender validity. The communication and the responses thereto shall be made in writing. A tenderer will not be required nor permitted to modify its tender.
2.15.2	Time, date and place for bid opening are: 12/03/2021 at 10.00 a.m.
2.20/2.22	<p>Evaluation criteria:</p> <p>Preliminary evaluation:</p> <ul style="list-style-type: none"> • Certificate of Registration or Incorporation in Kenya. • Valid tax compliance certificate. • Duly filled, signed and stamped confidential Business questionnaire provided.
2.25.1	<ul style="list-style-type: none"> • Completely filled, signed and stamped price schedules • Site visit certificate • Submission of the required number of copies (one original one copy of the bid document) • PIN certificates • Copies of Directors' IDs/Passports and PINs <p>Technical evaluation:</p> <p>Tenderer to declare/ state their/ his/ her Intended use of the property which must be legal an authorized under Kenyan law.</p> <p>Leasehold history if any & status of the tenderer</p>

	<p>Duly filled, signed and stamped confidential Business questionnaire provided. Completely filled, signed and stamped price schedules.</p> <p>Price evaluation:</p> <p>The highest evaluated bidder shall be recommended for award of the lease.</p>
	<p>NCKK may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract.</p>

3 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 NCCK 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 NCCK under the Contract by the tenderer for the full and proper performance of the contractual obligations
- (c) "The NCCK" means the organization offering the particulars of the tender under this Contract
- (d) "The Contractor" means the organization or firm procuring the particulars of tender under this Contract.
- (e) "GCC" means the General Conditions of Contract
- (f) "SCC" means the Special Conditions of Contract
- (g) "Day" means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Use of Contract Documents and Information

3.4.1 The Contractor shall not, without the NCCK'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 NCCK 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 NCCK 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 NCCK and shall be returned (all copies) to the NCCK on completion of the contractor's performance under the Contract if so required by the NCCK.

3.5 Patent Rights

3.5.1 The Contractor shall indemnify the NCKK 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 Delivery of services and Documents

3.6.1 Delivery of the services shall be made by the Contractor in accordance with the terms specified NCKK in the schedule of requirements and the special conditions of contract.

3.7 Payment

3.7.1 The method and conditions of payment to be made to the NCKK under this Contract shall be specified in the SCC.

3.7.2 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 NCKK.

3.8 Prices

3.8.1 Prices charged by NCKK 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 NCKK'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.

3.8.2 Contract price variations shall not be allowed for contract not exceeds one year (12 months).

3.8.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.8.4 Price variation requests shall be processed by NCKK within 30 days of receiving the request.

3.9 Assignment

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

3.10 Termination for Default

3.10.1 The NCKK 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 NCKK.
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
- (c) If the Contractor in the judgment of the NCKK has engaged in corrupt or fraudulent practices in competing for or in executing the contract

3.10.2 In the even the NCKK 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 undelivered, and the Contractor shall be liable to the NCKK for any excess costs for such similar services. However, the contractor shall continue performance of the contract to the extent not terminated.

3.11 Termination for insolvency

3.11.1 The NCKK 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 NCKK.

3.12 Termination for convenience

3.12.1 The NCKK 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 NCKK'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 Resolution of Disputes

3.13.1 The NCKK 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

3.13.2 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.

3.14 Governing Language

3.14.1 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.

3.15 Applicable Law

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

3.16 Force Majeure

3.16.1 The Contractor shall not be liable for 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.

3.17 Notices

3.17.1 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.

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

4 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.

SPECIAL CONDITIONS OF CONTRACT
The performance bond shall not be required for this tender. Alternatively, the tenant shall be required to pay a three months’ rent deposit lasting for the lease period
Contract period shall be 5 years and 3 months i.e. term of the lease for the resort. The contract will be renewable upon the application in writing by the contractor at least six months before the end of the term of this lease. The NCKK may renew the contract at the same term and conditions as at such terms and conditions as may be agreed by the parties
NCKK payment terms are that rent shall be paid quarterly in advance clear of all deduction and subject to an annual escalation of ten percent per annum
Prices to be paid by the tenderer for the lease performed under the contract shall not vary from the prices by the tenderer in its tender at least before the first 12 months of the contract. All prices quoted by the tenders must be inclusive of all taxes.
Dispute, controversy or claim between the parties arising out of this contract or breach, termination or invalidity thereof shall be referred to arbitration in accordance with the provisions of the Arbitration Act.

5 SECTION V - SCHEDULE OF PARTICULARS OF TENDER

Notes on preparation of the Schedule of the Particulars of Tender

- 5.1 The schedule of particulars of tender shall be included in the tender documents by the NCKK and shall cover, at the minimum, a description of the assets, services or facilities being offered and full particulars of the same.
- 5.2 The objectives of the Schedule of Particulars of Tender is to provide sufficient information to enable tenderers to prepare their tenders comprehensively, efficiently and accurately. In particular, the price schedule for which a form is provided in Section VI must be carefully completed.
- 5.3 In addition, the Schedule of Particulars of Tender together with the price schedules should serve as a basis in the event of particulars of tender variation at the time of award of contract pursuant to instruction to tenderers paragraph 2.26

6 SECTION VI - DETAILS OF ASSETS, SERVICES OR FACILITIES BEING OFFERED

6.1 JUMUIA CONFERENCE & BEACH RESORT, KANAMAI – KILIFI COUNTY L. R. Nos. MN/III/198, 200, 201, 202 & 203

6.1.1 This is an operating beach resort set out on approximately 18 acres with a 300 meters' beach frontage situated 3 kilometers off the Mombasa-Malindi highway at Majengo. The resort which has a total bed capacity of 150 beds is mainly laid out in 13 cottages each having 3-5 air-conditioned single/double guestrooms. In addition to these is a double-storeyed block of 20 double rooms and also two blocks of hostels meant to accommodate big groups. Other amenities include two conference halls, one kitchen, two restaurants, one adult and one baby pool with changing rooms and pool bar, playfields with a basket-ball court and other facilities befitting a beach resort.

NB:

a) The premises are being leased as is i.e. no repairs will be undertaken by the lessor

7 SECTION VII: PRICE SCHEDULE FORM

JUMUIA CONFERENCE & BEACH RESORT, KANAMAI – KILIFI COUNTY

Item no.	Premises-	State any special conditions/consideration you may deem necessary to be factored in the lease	Quoted total rent per month (Kshs) inclusive of taxes e.g. VAT and other applicable levies
	The entire beach resort with all facilities, amenities, fittings and fixtures		
TOTALS (KSHS)			

NB: The payable Rent quoted will be payable quarterly in advance. VAT will be borne by the tenant.

Signature of Tenderer

8 SECTION VIII - FORM OF TENDER

Date _____ Tender No. _____

To: _____
[name and address of NCCK]

Gentlemen and/or Ladies:

- 1) Having examined the tender documents including Addenda Nos. [Insert numbers]. the receipt of which is hereby duly acknowledged, we, the undersigned, offer to lease Jumuia Conference & Beach Resort in Kanamai, Kilifi County (Insert equipment description) in conformity with the said tender documents for the sum of (total tender amount in words and figures) 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
- 3) If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by (NCCK).
- 4) We agree to abide by this Tender for a period of 120 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.
- 5) This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us, subject to signing of the Contract by the parties.
- 6) We understand that you are not bound to accept the highest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[Signature]

[In the capacity of]

Duly authorized to sign tender for an on behalf of

Note: The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

9 SECTION IX: CONTRACT FORM

THIS AGREEMENT made this _____ day of _____ 20 _____

Between

..... [NCKK] [country of NCKK] (hereinafter called "Disposing entity") of the one part and [name of the Supplier] of [city and country of the Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS NCKK invited tenders for] and has accepted a tender by the tenderer for the supply of in the sum of [contract price in words and figures] (hereinafter called "the Contract Price).

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 Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) Notification of Award and Tenderer's Acceptance
 - (g) Applicable addenda and clarifications
- 3) Further terms and conditions of this contract shall be contained in the Lease Agreement to be entered into by the parties herein.

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 by _____ the _____ (for the NCKK

Signed by _____ the _____ (form

the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

10 SECTION X: MANDATORY CONFIDENTIAL BUSINESS QUESTIONNAIRE

(Must be filled by all applicants or Tenderers' who choose to participate in this tender) Name of

Applicant(s).....

You are requested to give the particulars in Part 1 and either Part 2 (a), 2 (b) or 2 (c), whichever applies to your type of business. Part 2 (d) to part 2 (i / j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification of your tender or termination of your contract or debarment of your firm at your cost.

Part 1 – General

Business Name:.....

Certificate of Incorporation / Registration No.....

Location of business premises:

Country

Physical address

Town.....Building.....

Floor.....Plot No.

Street / Road

Postal Address.....

Postal / Country Code.....

Telephone No's.....

Fax No's.E-mail address

Website

Contact Person (*Full Names*) Direct / Mobile No's.....

Title Power of Attorney (**Yes / No**) If **yes**, attach written document.

Nature of Business (*Indicate whether manufacturer, distributor, etc*).....

Local Authority Trading License No. Expiry Date..... KRA PIN No..... Value of the largest single assignment you have undertaken to date (**USD/KShs**) Was this successfully undertaken? **Yes / No**.
.....(If **Yes**, attach reference)

Name (s) of your banker (s)

Branches Tel. No's.

Part 2 (a) – Sole Proprietor (if applicable)

Full names

.....

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

Company Profile (Attach brochures or annual reports in case of public company)

Part 2 (b) – Partnerships (if applicable) Give details of partners as follows:

Full Names Nationality Citizenship Details Shares

1.

2.

Company Profile

Part 2 (c) – Registered Company (if applicable - as per the CR12 form)

Private or public

Company Profile

(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs

Issued KShs

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all directors as follows:-

Full Names	Nationality	Citizenship	Details Shares
1.....
2.....

Part 2 (d) – Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by the NCKK and any other public or private institutions.

Full Names.....

Signature

Dated this.....day of2021.

In the capacity of

Duly authorized to sign Tender for and on behalf of.....

Part 2 (e) – Bankruptcy / Insolvency / receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Names.....

Signature.....

Dated this.....day of2021.

In the capacity of

Duly authorized to sign Tender for and on behalf of

Part 2 (f) – Criminal Offence

I/We, (Name (s) of Director (s)):-

a)

b)

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed

.....

For and on behalf of M/s

.....

In the capacity

of.....

Dated this.....day of

.....2021

Suppliers' / Company's Official Rubber

Stamp.....

Part 2 (g) – Conflict of Interest

I/We, the undersigned state that I / We have no conflict of interest in relation to this procurement:

a)

b).....

Signed

.....

For and on behalf of M/s

.....

In the capacity

of.....

Dated this.....day of

.....2021

Suppliers' / Company's Official Rubber

Stamp.....

Part 2 (h) – Interest in the Firm:

Is there any person/persons in NCCK or any other public institution who has interest in the Firm?

Yes/No *(Delete as necessary)*

Institution.....

(Title) (Signature) (Date)

Part 2(i) – Experience: NOTE: THIS SECTION IS MANDATORY ONLY IF IT FORMS PART OF TECHNICAL EVALUATION. IT'S ALSO NOT NECESSARY FOR ALREADY PRE-QUALIFIED OR DIRECT PROCUREMENT FIRMS.

Please list here below similar projects accomplished or companies / clients you have supplied with similar services in **the years prescribed**.

Company Name	Country	Contract/ Order No.	Value
1.....			
2.....			
3.....			

Part 2 (i or j) – Bank account details:

Account No.....Name of the person(s) in the CR12 form OR in the partnership deed OR in the sole proprietor certificate...../.....

ID No(s):/.....

Signature and stamp of the authorized Banker

Representative.....Date.....

Part 2(j or k) – Declaration

I / We, the undersigned state and declare that the above information is correct and that I / We give NCCK authority to seek any other references concerning my / our company from whatever sources deemed relevant, e.g. Office of the Registrar of Companies, Bankers, etc.

Full names

Signature.....

For and on behalf of M/s

.....

In the capacity of

.....

Dated thisday of20.....

Suppliers' / Company's Official Rubber Stamp