



KENYA COAST NATIONAL POLYTECHNIC

KCNP/T/SWP/S/01/2022/2023

**TENDER FOR LEASING OF POLYTECHNIC SWIMMING POOL AND SHOPS
FOR A LEASE PERIOD OF TWO YEARS**

**KENYA COAST NATIONAL POLYTECHNIC;
P.O. BOX 81220 – 80100;
MOMBASA, KENYA.**

**CLOSING DATE: FRIDAY 20TH JANUARY 2023 AT
10.00 A.M**

INSTRUCTIONS TO TENDERERS

2.0 Eligible Tenderers

- 2.0.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. The tenderer shall provide the services specified in the Schedule of Requirements.
- 2.0.2 KCNP employees, committee members, board members and their relatives are not eligible to participate in the tender.
- 2.0.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.0.4 Documents Comprising of Tender

- 2.0.5 The tender prepared by the tenderers shall comprise the following components
 - (a) A Price Schedule completed in accordance with paragraph 2.0.6, below
 - (b) Documentary evidence established in accordance with paragraph 2.0.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
 - (c) Confidential Business Questionnaire

2.0.6 Price schedule

- 2.0.7 The tenderer shall complete the Price Schedule furnished in the tender documents, indicating the assets interested.

2.0.8 Tender Prices

- 2.0.9 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.0.10 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable.
- 2.0.11 Prices quoted by the tender shall be fixed during the Tender's performance of the contract 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.
- 2.0.12 The validity period of the tender shall be 12months from the date of opening of the tender.

2.1 Validity of Tenders

- 2.1.1 Tenders shall remain valid for one year or as specified in the Invitation to tender after the date of tender opening prescribed by KCNP, pursuant to paragraph 2.0.12. A tender valid for a shorter period shall be rejected by KCNP as non-responsive.

2.2 Format and Signing of Tenders

- 2.2.1 The tenderer shall prepare and submit two copies 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.
- 2.2.2 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. Written power-of-attorney accompanying the tender shall indicate the latter's authorization. The person or persons signing the tender shall initial all pages of the tender, except for un-amended printed literature.
- 2.2.3 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.

2.3 Sealing and Marking of Tenders

- 2.3.1 The Tenderer shall seal the **“ORIGINAL TENDER”** and **“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.
- 2.3.2 The inner and outer envelopes shall:
- (a) Be addressed to, Chief Principal, KENYA COAST NATIONAL POLYTECHNIC at the address given in the Invitation to Tender:
 - (b) Bear, tender number and name/description in the Invitation for Tenders and the words, **DO NOT OPEN BEFORE FRIDYAY 20TH JANUARY 2023 AT 10.00 A.M.** 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”.
- 2.3.3 If the outer envelope is not sealed and marked as required KCNP will assume no responsibility for the tender's misplacement or premature opening.

2.4 Deadline for Submission of Tenders

- 2.4.1** Tenders must be received by PCK at the address specified under paragraph no later than **Friday 20th January 2023**
- 2.4.2** KCNP may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents.

2.5 Modification and Withdrawal of Tenders

- 2.5.1** 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 KCNP prior to the deadline prescribed for submission of tenders.
- 2.5.2** The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions provided. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- 2.5.3** No tender may be modified after the deadline for submission of tenders.
- 2.5.4** 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.
- 2.5.5** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.5.6** KCNP shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.6 Opening of Tenders

- 2.6.1** KCNP will open all tenders in the presence of tenderers' representatives who choose to attend, and in the location specified in the Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.6.2** The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender
- 2.6.3** Security if any and such other details as KCNP, at its discretion, may consider appropriate, will be announced at the opening.
- 2.6.4** KCNP will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.7 Clarification of Tenders

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

2.8 Preliminary Examination

- 2.8.1 KCNP 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.
- 2.8.2 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. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.8.3 KCNP 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 effect the relative ranking of any tenderer.
- 2.8.4 Prior to the detailed evaluation, KCNP 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. KCNP's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.8.5 If a tender is not substantially responsive, it will be rejected by KCNP and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.9 Conversion to Single Currency

- 2.23.1 Where other currencies are used, KCNP will convert these currencies to Kenya Shillings using the **selling exchange rate on the date of tender closing** provided by the Central Bank of Kenya.

2.10 Evaluation and Comparison of Tenders

- 2.10.1 KCNP will evaluate and compare the tenders which have been determined to be substantially responsive

2.10.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.10.3 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.11 Award of Contract

(a) Post-qualification

- 2.11.1 KCNP 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.
- 2.11.2 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 as well as such other information as KCNP deems necessary and appropriate.
- 2.11.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event KCNP will proceed to the next highest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.11.4 KCNP 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.
- 2.11.5 KCNP reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the procuring entity's action. If KCNP determines that none of the tenderers is responsive; it shall notify each tenderer who submitted a tender.
- 2.11.6 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.

(c) Procuring entity's Right to accept or Reject any or all Tenders

- 2.11.7 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

- 2.11.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 2.11.9 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.

2.12 Notification of Award

- 2.12.1 Prior to the expiration of the period of tender validity, KCNP will notify the successful tenderer in writing that its tender has been accepted.
- 2.12.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and KCNP. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.13 Signing of Contract

- 2.13.1 At the same time as KCNP notifies the successful tenderer that its tender has been accepted, KCNP will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.13.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.13.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.14 Performance Security

Within fourteen (14) working days from notification of award, the successful tenant shall prior to signing the lease agreement furnish KCNP with a security deposit equal to two months' rent valid for the entire lease agreement period in the form provided in the tender document or in another format acceptable to KCNP.

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

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

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

The Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and the Corporation may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a tenant leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease

2.15 Corrupt or Fraudulent Practices

- 2.15.1 KCNP 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.
- 2.15.2 KCNP 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;
- 2.15.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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 TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.0.1	All eligible bidders as per mandatory criteria provided
2.0.2/2.1.5	Declaration of No Conflict of Interest
2.0.8	Tender prices MUST be quoted in Kenya Shillings
2.2/2.3	The tenderer shall prepare and submit two copies of the tender, clearly marking each “ ORIGINAL TENDER ” and “ COPY OF TENDER ” These two envelopes are then placed in one envelope to form a complete bid. The Bid must be submitted in TWO copies.
2.6.1	Opening of tenders will be done in public at the time of closing the tender.
2.11	Right to award Contract: - KCNP reserves the right to award the contract in whole or in part without any change in the Unit price or other terms and conditions.
2.14	The performance security required will be two(2)months tenant deposit during the period of the contract

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 USE OF PROPERTY

The property(s) shall be used and occupied by the bidder (Tenant) exclusively for private business, profession and trade. However, the Polytechnic shall agree with the tenant on this before signing of the lease agreement as was specified in the invitation to tender

Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate county authorities and homes associations, if any, with respect to the premises.

3.2 ASSIGNMENT AND SUB-LETTING

Tenant shall not assign this Lease, or sublet or grant any concession or license to use the house or any part of the house without Landlord's prior written consent.

Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

3.3 ALTERATIONS AND IMPROVEMENTS

Tenant shall make no alterations to the office space or construct any building or make other improvements without the prior written consent of Polytechnic.

All alterations, changes and improvements built, constructed, or placed on or around the house by Tenant, with the exception of fixtures properly removable without damage to the house and movable personal property, shall, unless otherwise provided by written agreement between Polytechnic and Tenant, be the property of Polytechnic and remain at the expiration or earlier termination of this Lease.

3.4 DAMAGE TO PREMISES

If the building, or any part of the building, or the swimming pool premise shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's employees, agent, or visitor, there shall be a stop of paying rent corresponding with the time during which, and the extent to which, the building is untenable. If Polytechnic shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

3.4 DANGEROUS MATERIALS

Tenant shall not keep or have on or around the house any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the house or that might be considered hazardous.

3.5 UTILITIES

Tenant shall be responsible for arranging and paying for all utility services (conservancy, water, electricity and telephone) required in respect of the leased premises. Tenant shall not default on any obligation to a utility provider for utility services in the office/space.

3.6 MAINTENANCE AND REPAIR

Tenant will, at Tenant's sole expense, keep and maintain the office space and accessories in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the house in good order and repair; and keep the walls free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's employees, agent, or visitor.

Tenant agrees that no signs shall be placed or painting done on or about the house by Tenant without the prior written consent of Landlord.

Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the premises, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to lease agreement, Landlord shall use its best efforts to make the repairs.

3.7 Performance Security

Within fourteen (14) working days from notification of lease, the successful tenant shall prior to signing the lease agreement furnish KCNP with a security deposit equal to three months' rent valid for the entire lease agreement period in the form provided in the tender document or in another format acceptable to KCNP

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

The security shall be denominated in Kenya Shillings and shall be in the form of either cash or a bank guarantee issued by a reputable bank located in Kenya, in

the form provided in the bidding documents or another form acceptable to KCNP

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

The Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and the Corporation may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a tenant leaving the premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant Should Tenant breach any of the terms and conditions of this Lease

SECTION IV - SCHEDULE OF REQUIREMENTS

The Polytechnic wishes to lease the Polytechnic swimming pool and the shops at Exit/entry Gate B

SECTION V - PRICE SCHEDULE/FINANCIAL PROPOSAL

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

NB: Please write NA in what you are not interested in.

Item No.	Particulars of Area Being Offered	PROPOSED RENT PER MONTH (KSHS)
1	Polytechnic Swimming Pool	
2	Shops (Gate B)	

Important Notes

- I. Prices quoted should be in Kenya Shillings and inclusive of all taxes and must shall remain valid for two years from the closing date of the tender.**
- II. Inspection - The premises shall be offered on “as is where is and whatever thereis” basis. The tenderer is expected to have inspected the premises and acquaint himself/herself with the property before placing the bid.**
- III. Period of Lease: -The lease shall be for maximum period of 18 months. The Rent is payable monthly in advance plus a security deposit equivalent to 2 months’ rent and the same shall be refunded after the premises is vacated.**
- IV. Agreement may be renewed for a further period of 12 months if both the parties agree**
- V. Rent shall be paid within 45 days after acceptance of the offer. Subsequently rent shall be paid by the 10th day of every subsequent month.**
- VI. Taxes: Municipal taxes as applicable in future shall be borne by the tenderer / Leaseover and above the rate offered by them. Present and future Taxes if any, shall be paid by licensee/lessee only**
- VII. Quotes below the market price will not be considered.**

Important Notice/Award Criteria

The highest quote will be considered for award.

Bidders Agreement to the above important notes (Bidder to provide signature below)

NAME.....

DESGINATION

SIGNATURE

EVALUATION PROCESS

Evaluation on bids will be conducted in two stages namely: -

- Stage 1: Compliance with the Mandatory Requirements
- Stage 2: Financial Evaluation on capacity to deliver the contract

a) Mandatory Requirements

The Bidders shall be required to provide/meet the following: -

1. Copy of National Identity Card/Passport.
2. Copy of KRA Pin Certificate
3. Duly filled and signed Site visit survey form. (attached)
4. Must submit a duly filled up, signed confidential business questionnaire in the format provided. (attached)
5. Duly filled and signed self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice. (attached)
6. A copy of recommendation letter from any person/organization that knows the bidder
7. A copy of bank statement by the interested bidder (certified copy by the bank)

Documentary evidence in form of copies and originals where applicable must be provided for the requirements stated above. 100% compliance will be required to proceed to next evaluation stage. Failure to provide ANY of the requirements leads to automatic disqualification from further evaluation.

b) Financial Evaluation

The mandatory qualified bidder with the highest bid price shall be awarded the lease in the selected premises subject to the Corporation rights and provided that the bidder is determined to be qualified to perform the lease agreement satisfactorily. Interested candidates for the shops shall adhere to the following information and provide it for further evaluation;

1. No selling of prohibited goods as per Laws of Kenya
2. Services offered shall be those that favor an institution/college set up

NB: Strictly note that there should be NO SALE of prohibited items e.g. drugs, alcohol, cigarettes etc. The polytechnic will be conducting a random check and anyone found stocking these items will have his or her contract terminated and legal action taken upon them where appropriate.

C. NEGOTIATIONS

Before the award of the lease agreement, KCNP may conduct negotiations with the highest evaluated bidder. The aim is to reach agreement on all points and sign a contract.

Negotiations will include a discussion of the rent, term of lease and terms and other conditions of the lease agreement

SECTION VI - STANDARD FORMS

Notes on the standard Forms

1. **Price Schedule Form-** The price schedule form must similarly be completed and submitted with the tender.
2. **Contract Form** - 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.
3. **Confidential Business Questionnaire Form** - This form must be completed by the tenderer and submitted with the tender documents.
- 4 **Self declaration that the person/tenderer will not engage in any corrupt or fraudulent practice-** This form must be completed by the tenderer and submitted with the tender documents.
- 5 **Site Survey form.** This form Must be filled by the two parties involved i.e the tenderer and PCK representative and submitted with the tender document.

7.1 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business.

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

	<ul style="list-style-type: none"> • <i>Part 1 – General:</i> • Business Name • Location of business premises. • Plot No..... Street/Road • PCK Address Tel No. E mail • 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 A. Citizenship B. 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. ....	.....	.....	.....
	4. ....	.....	.....	.....
	5 .....	.....	.....	.....
	Date Signature of Candidate			

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

7.2 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(Name of Accounting Officer)

Accounting Officer/Head of Procuring Entity

7.3 SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I,of P. O. Box being a resident ofin the Republic of Kenya do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No..... for(*insert tender title/description*) for(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(*insert name of the Procuring entity*) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of..... (*name of the procuring entity*)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender.

5. THAT what is declared to herein above is true to the best of my knowledge information and belief.

(Name)	(Signature)	(Date)
.....

Bidder's Official Stamp/Signature

Witness



TENDER FOR LEASING OF SHOPS/ POLYTECHNIC SWIMMING POOL
(Site Survey form)

Date of Site Survey: _____

Location (KCNP site.) _____

SITE VISIT CONTACT DETAILS:

Bidder Representative /Name: _____

Phone: _____

Company Name (Supplier): _____

Signature and Stamp: _____

KCNP DETAILS:

Contact person's name/Officer: _____

Signature: _____ Date: _____

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

N/B. In case of more queries contact Procurement office