

KITALE NATIONAL POLYTECHNIC



TENDER DOCUMENT FOR:

TENDER FOR LEASING OF STUDENT CENTRE

TENDER NO. KNP/SC/03/2021-2022

CLOSING 26th February 2021 AT 10:00AM

**OFF KITALE -KIPSONGO ROAD
P.O. BOX 2162- –30200**

TEL: +254 721379304

KITALE,KENYA.

Website: www.kitalenationalpolytechnic.ac.ke

(RESERVED FOR TRAINEES)

SECTION I: INVITATION TO TENDER

Kitale National Polytechnic (here as referred to as...)invites parties who are interested in leasing a stall on a TWO(2) year lease agreement for first time tenants and there after a ONE(1) year renewable application on acceptance of tenants request by the student centre committee.

Kitale National Polytechnic invites eligible parties to bid for the stalls. The complete set of tender documents are available in the Polytechnic's website i.e (www.kitalenationalpolytechnic.ac.ke) and at the office of the Dean at a fee of 500/= each.

Completed tender document should be submitted in a plain sealed envelope clearly marked in Bold Letters: **KNP/SC/03/2021-2022: TENDER FOR LEASING OF STUDENT CENTRE** and addressed

to:-

**STUDENT CENTRE COMMITTEE,
KITALE NATIONAL POLYTECHNIC,
OFF KITALE -KIPSONGO ROAD
P.O. BOX 2162- 30200
TEL: +254 721379304
KITALE,KENYA**

And physically deposited in the tender box situated in the Dean of student's office, so as to be received on or before **26th February, 2021 at 10.00 am.**

Tenders shall be opened soon thereafter in the presence of bidders or their representatives who wish to attend in the **Polytechnic Boardroom.**

Late tenders shall be rejected and returned un-opened.

Any form of canvassing will lead to automatic disqualification

SECTION II: INSTRUCTIONS TO TENDERERS

1.0 INTRODUCTION

The Polytechnic will enter into lease agreements with bidders who will have submitted their bids in accordance with the method of selection detailed in clause 13.0.

2.0 ELIGIBILITY OF TENDERERS

2.1 This Invitation to tender is open to all the interested and eligible bidders as described in invitation to tender (ITT) above. The tender is reserved for Polytechnic's trainees.

2.2 KNP's employees, committee members, Polytechnic members and their relatives (Spouses and children) are not eligible to participate in the tender.

2.3 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent Practices or debarred to participate in public procurement.

3.0 COST OF BIDDING

Please note the following:

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

4.0 BID DOCUMENTS

4.1 The contents of the Bid documents are listed below and should be read in conjunction with any addendum issued by TKNP.

Section I	:	Invitation To Tender
Section II	:	Instruction To bidders
Section III	:	Business Questionnaire
Section IV	:	Evaluation Criteria
Section V	:	Site Visit Form
Section VI	:	Financial Forms
Section VII	:	General Terms & Conditions of Contract

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

Bidders should contact TKNP using the address provided in clause 5.7 of this tender document to arrange for any visit or to obtain any additional information. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

5.0 AMENDMENTS AND REQUESTS FOR CLARIFICATIONS

- 5.1 At any time prior to the deadline for submission of tenders, the Polytechnic for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the tender documents by amendment.
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing and the amendment will be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their tenders, TKNP, at its discretion, may extend the deadline for the submission of tenders.
- 5.4 A prospective bidder requiring any clarification of the tender document may notify the Polytechnic in writing at the entity's address indicated herein. The Polytechnic will respond in writing to any request for clarification of the tender documents received.
- 5.5 Bidders may request a clarification of the tender document only up to four [4] days before the tender submission date. Written copies of the Polytechnic's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 5.6 The Polytechnic shall reply to any clarifications sought by the bidders within 2 days of receiving the request to enable the bidder to make timely submission of his/her tender.
- 5.7 For all enquiries or clarifications, please contact TKNP's student centre committee/Procurement Officer via any of the following communication facilities:

I. [Tel:+254721379304](tel:+254721379304)

II. Email address: procurementknp@gmail.com

6.0 PREPARATION OF BIDS

6.1 TECHNICAL PROPOSAL

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

6.2 FINANCIAL PROPOSAL

6.2.1 In preparing the Financial Proposal, bidders are expected to take into account the requirements and conditions outlined in the tender document.

6.2.2. The Financial Proposal should clearly identify as a separate amount, the duties, fees, levies and other charges imposed under the law.

7.0 VALIDITY PERIOD OF THE TENDER

7.1 Bids shall remain valid for a period of ninety (90) days from the date of bid submission prescribed by TKNP. The Polytechnic shall reject as non-responsive a bid valid for a shorter period.

7.2 In exceptional circumstances, TKNP may solicit the bidder's consent for an extension of the period of validity. The request and the responses thereto shall be made in writing. The

bid security provided shall also be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request will not be required nor permitted to modify its bid.

8.0 SUBMISSION OF BIDS

- 8.1** The bidder has been provided with various forms to complete. These shall constitute part of this tender.
- 8.2** It is the duty of the bidder to ensure that he carefully reads the tender document to enable him/her adequately complete the bid documents. Failure to furnish all information required by the tender document or to complete/submit the bid in conformity with the requirements of this tender document shall result to its disqualification /rejection.
- 8.3** The bidder shall submit his/her bid as a single package. The submitted bid must conform to the format prescribed in Section I of this tender document.
- 8.4** All bids must be completed in indelible ink and be signed by the bidder or a person duly authorized. Any alteration and over writing should be initialed by the person signing the bid document. A bid not duly signed shall be considered non-responsive and shall be disqualified.
- 8.5** Where the bidder submits unsealed or improperly marked envelopes the bid will be disqualified and the Polytechnic will not assume any responsibility for the bids misplacement or mishandling.
- 8.6** Bidders **MUST** paginate their bids.

9.0 LANGUAGE OF THE BID

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

10.0 PRICE

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

12.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 12.1** The bidder may modify or withdraw its bid after submission; provided that the modification, substitution or written notice of withdrawal of the bid is received by the Polytechnic prior to the deadline prescribed for submission of bids. No bid may be modified or withdrawn after the deadline for submission of bids.
- 12.2** The bidder's modification or withdrawal notice shall be packaged and dispatched in accordance with tender procedures. A withdrawal notice may be sent by email, but must be followed by a signed original, postmarked not later than the deadline for submission of bids.
- 12.3** No bid may be withdrawn in the interval between the deadline for submission of bids

and the expiration of period of bid validity specified by the bidder on the bid Form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of his bid security.

13.0 EVALUATION OF THE BIDS

13.1 PRELIMINARY EXAMINATION OF BIDS

- 13.1.1 The Polytechnic student centre committee shall examine the bids 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 bids are generally in order.
- 13.1.2 If a bid is not substantially responsive, it shall be rejected by the Polytechnic student centre committee and may not subsequently be made responsive by the Bidder by correction of the nonconformity. A substantially responsive bid is one which conforms to all the terms and conditions of the bid documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning failure to comply with any one of the mandatory requirements, shall be deemed to be a material deviation.

13.2 EVALUATION PROCESS

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

a) Mandatory Requirements

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

- i) Copy of National Identity Card.
- ii) Copy of current/valid tax compliance certificate issued by the Kenya Revenue Authority
- iii) Must submit a duly filled up, signed and stamped confidential business questionnaire in the format provided.
- iv) Bidder must be a full time trainee in 2nd and 3rd year of study.

b) Comparison of financial offers

The technically qualified bidder with the highest bid price shall be awarded the tender subject to the Polytechnic's rights and provided that the bidder is determined to be qualified to perform the lease agreement satisfactorily.

14.0 NEGOTIATIONS

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

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

15.0 NOTIFICATION OF AWARD AND CONTRACTING

15.1 Prior to the expiration of the period of tender validity, the Polytechnic will notify the successful bidder in writing that his/her bid has been accepted.

15.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the bidder and the Polytechnic. Simultaneously the other bidders shall be notified that their bids were not successful.

15.3 Successful bidder(s) shall be required to enter into a formal contract with the Polytechnic whose contents shall be derived mainly from this tender document and the bid submitted.

15.4 Successful bidder shall sign a contract with the Polytechnic within 30 days and not earlier than 14 days from the date of award.

15.5 The Laws of Kenya shall be applicable to the formal contract.

16.0 SECURITY DEPOSIT

16.1 Within fourteen (14) working days from notification of lease, the successful tenant shall prior to signing the lease agreement furnish TKNP 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 TKNP.

16.2 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.

16.3 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 TKNP.

16.4 The security deposit will be discharged by TKNP 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.

16.5 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 Polytechnic 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.

17.0 TKNP's RIGHT

The Polytechnic reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of contract without incurring any liability to the affected bidders or bearing any obligation to inform them of the grounds of Polytechnic's actions.

18.0 CORRUPT OR FRAUDULENT PRACTICES

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

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

Yours faithfully

PRINCIPAL

Date

SECTION III: DETAILED DESCRIPTION OF THE LEASE

TKNP wishes to lease its Student Centre as detailed below:-

20.0 CONDITION OF PREMISES

The Prospective bidder (“Tenant”) must examine the house, including the grounds and all buildings and improvements to establish whether according to themselves are in good order, safe and in tenantable conditions. However, the Polytechnic will lease the house in its present condition.

21.0 RENT

The prospective bidder („tenant,”) shall pay without demand, to Kitale National Polytechnic account, rent for the contracted house per month in advance on 10th day of each calendar month.

22.0 TERM

The term of Lease~~agreement~~ shall run for a period of **One (1) year**, renewable on acceptance of the tenant’s request by the student centre committee.

23.0 USE OF PREMISES

23.1 The house shall be used and occupied by the bidder (“Tenant”) exclusively for private business, profession and trade. However, the Polytechnic shall agree with the tenant the type of business, profession and trade before signing of the lease agreement.

23.2 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 house.

24.0 ASSIGNMENT AND SUB-LETTING

24.1 Tenant shall not assign this Lease, or sublet or grant any concession or license to use the stall or any part of the house without the student centre committee prior written consent.

24.2 Any assignment, subletting, concession, or license without the prior written consent of student centre committee, or an assignment or subletting by operation of law, shall be void and, at the student centre committee option, terminate this Lease.

25 ALTERATIONS AND IMPROVEMENTS

25.2 Tenant shall make no alterations to the house or construct any building or make other improvements without the prior written consent of the student centre committee.

25.3 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 the student centre committee and Tenant, be the property of student centre committee and remain at the expiration or earlier termination of this Lease.

26 DAMAGE TO PREMISES

If the house, or any part of the house, 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 house is un-tenantable. If the student centre committee 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.

27 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.

28 UTILITIES

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

29.0 MAINTENANCE AND REPAIR

29.1 Tenant will, at Tenant's sole expense, keep and maintain the house 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 to the plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's employees, agent, or visitor.

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

29.3 Tenant agrees to promptly notify the student centre committee in the event of any damage, defect or destruction of the house, or the failure of any of the student centre committee appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to subsection (a) above, the student centre committee shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

30.0 The stall to be leased is as detailed below:-

**TKNP
STUDENT CENTRE**

LOCATION
Located behind Central Stores along Gate C of the Polytechnic

SECTION IV: TECHNICAL BID FORMS

FORM T1: CONFIDENTIAL QUESTIONNAIRE

You are required to give the full particulars and disclosures sought for in this Questionnaire as far as it is applicable to your firm's type of business.

PART 1: GENERAL INFORMATION

- a) Names in full: _____ Age _____
- b) Admission Number -----
- c) Nationality: _____ Country of Origin _____
- d) Citizenship Details: _____
- e) Postal address of business: _____ Tel No. _____
- f) Fax No. _____ E-mail Add. _____
- g) Current Location of residence/Street/Road _____
- h) Plot No: _____
- i) State if premises is owned/rented/leased: _____
- j) If rented/leased confirm that rent is either up-to date or in arrears:

Confirmation of Declarations made

I/We the undersigned certify that the information given in this form is true to the best of my/our belief and knowledge.

Full Names of

Student

Designation _____

Bidder's Signature &

NB: Completion of this form does not constitute a contract or commitment on the part of the Polytechnic to provide and/or guarantee offer of business

FORM T2: SITE VISIT FORM

(TO BE COMPLETED BY ALL BIDDERS)

To _____ Name of employer
_____ Name of contract
_____ Site name

Dear sir /madam

In accordance with the tender instruction, details of the services required, schedule of rate of execution of the above named lease, we the undersigned have visited the site and fully agree with the tender expectations.

Date this _____ day of _____ 20 _____

Signature _____

Witness:

Name: _____ (on behalf of
tenderer) address: _____

Name of TKNP authorized officer _____ (on behalf of

TKNP) Signature _____

Date _____

FORM F3: PRICE SCHEDULE FORM

You are provided with the bid price table hereafter to place your bid to **leasing of Polytechnic's stall in TKNP.**

No.	Location	N0.	Rent per Month (Kshs)	Rent for Three(3) Months (Kshs)
1	Located behind Central Stores along Gate C of the Polytechnic	1		

SECTION V: SURETY FORMS

SAMPLE FORM OF CONTRACT

WHEREAS the Polytechnic is desirous that the bidder executes the lease agreement for leasing of Polytechnic's house (hereinafter called "the service") and the Polytechnic has accepted the tender submitted by the firm for the execution and completion of such project for the **Contract Price of Kshs** only.

NOW THIS AGREEMENT WITNESSETH as follows: -

- 1.0 In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract here in after referred to.
- 2.0 The following documents shall be deemed to form an integral part and shall be read and construed of this Agreement viz:
 - (i) Terms and Conditions of the Tender document
 - (ii) Priced Schedule of Rates
 - (iii) Notification of award
- 3.0 In consideration of the payments to be made by the Polytechnic to the bidder as here in after mentioned, the firm hereby Covenants with the Polytechnic to execute and complete the project in conformity with the provision of the contract.
- 4.0 The Polytechnic hereby covenants to pay the bidder in consideration of the execution and completion of the project the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed for Polytechnic by:

Name

In the presence of:

PRINCIPAL

Signed for the bidders' firm by:

Name

(Who warrants that he is duly authorized to sign)

In the presence of:
