

IMPALA



CLUB

TENDER DOCUMENT

FOR

LEASING OF IMPALA CLUB CAR WASH SPACE

TENDER NUMBER: IC/PQS/2025-2030

CLOSING DATE: 21st November 2024, at 10am.

Table of Contents

ABOUT IMPALA CLUB.....	3
INVITATION TO TENDER.....	4
SECTION I - INSTRUCTIONS TO BIDDERS	5
Eligible Bidders	5
Cost of Tendering	5
The Tender Document	5
Clarification of Documents	5
Amendment of Documents.....	6
Tender Prices and Currencies	6
Validity of Tenders	6
Viewing of Tender Items	6
Sealing and Marking of Tenders.....	6
Deadline for Submission of Tenders.....	7
Modification of tenders	7
Withdrawals and tenders	7
Opening of Tenders	7
Clarification of tenders	8
Evaluation and Comparison of Tenders.....	8
Award Criteria	8
Tender Evaluation	8
a) Preliminary Evaluation.....	9
b) Technical Evaluation.....	9
c) Financial Evaluation.....	9
19. Special condition.....	10
DETAILS OF ASSETS, SERVICES OR FACILITIES BEING OFFERED	13
PRICE SCHEDULE FORM	14
Form of Tender.....	15
TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE	16
SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.....	19
Debarment	20
Bankruptcy.	21
Criminal Offence.....	22
Confidential Business Questionnaire form.....	23
TENDER SUBMISSION FORM.....	25

ABOUT IMPALA CLUB.

Impala Club Kenya is a prestigious private members club that prioritizes a sports-oriented lifestyle while fostering a vibrant community atmosphere. Nestled in a serene environment, our club offers a range of top-notch facilities designed to cater to the diverse needs and interests of our members.

Our ultra-modern Health and Fitness Spa is equipped with the latest amenities, promoting wellness and relaxation. Members can unwind at our well-stocked bar, enjoying a variety of beverages in a welcoming ambiance. For those who appreciate culinary delights, our catering facility offers delicious meals at fair prices, ensuring a satisfying dining experience.

Sports enthusiasts will find an array of facilities, including a floodlit rugby pitch, hockey pitches, soccer pitches, tennis courts, squash courts, and a cricket pitch, providing many opportunities for both recreational play and competitive matches. Our modern gym and swimming pool are ideal for fitness enthusiasts, while walking tracks and darts games offer additional leisure options.

For corporate and social gatherings, we provide an Events Board Room and grounds available for hire, making it easy to host successful events. Additionally, our salon and barbershop ensure that members can enjoy personal grooming services without leaving the premises.

At Impala Club, we are committed to creating a welcoming environment that promotes an active lifestyle and enjoyment for all our members.

We invite you to join us in enhancing our facilities with a lease of space for the car wash, contributing to the overall experience of our vibrant community.

INVITATION TO TENDER

PROCURING ENTITY: IMPALA CLUB

CONTRACT NAME AND DESCRIPTION: *Leasing of Impala Club the car wash space.*

Impala Club invites sealed tenders for leasing of items of the Club's Car Wash space over 5 years and 4 months.

Tendering will be conducted under an open competitive method using a standardized tender document.

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours; 8am to 5pm at Impala Club, Nairobi, Along Ngong Road. Please Note, Late tenders will be rejected.

A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KSH 3000 to our Bank ACC. 0451549553 ABSA Hurlingham Branch. Tender documents may be obtained electronically from the Website, www.impalclub.co.ke or collect from the procurement office.

Completed tenders must be delivered to the address below on or before 21st November 2024 at 10am. Electronic Tenders will not be permitted.

Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.

The addresses referred to above are: To: Honorary Secretary,

Impala Club

Ngong Road, Nairobi Kenya

P.O. Box 41516-00100.

Telephone Number: 020 2111951/2

SECTION I - INSTRUCTIONS TO BIDDERS

Eligible Bidders

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to bidders.
- 1.2 Bidders shall be under a declaration of in eligibility for corrupt or fraudulent practices
- 1.3 The Procuring Entity's employees, committee members, board members and their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse **are eligible** to participate in the tender unless where specifically allowed under section 131 of the Act.
- 1.4 A Kenyan bidder shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

Cost of Tendering

- 2.1 The bidder shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2 The Procuring Entity shall allow the tenderer to review the tender document and area of lease free of charge before tendering.

The Tender Document

- 2.3 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to bidder s.

- i) Invitation to tender,
- ii) Instructions to tenderers,
- iii) Schedule of items and prices,
- iv) Conditions of Tender,
- v) Form of tender,
- vi) Confidential Business Questionnaire Form,
- vii) Tender Commitment Declaration Form.

- 2.1 The bidder is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to meet all the requirements of the tender will beat the tenderer's risk and may result in the rejection of its tender.

Clarification of Documents

- 2.4 A prospective bidder requiring any clarification of the tender document may notify the Procuring Entity in writing at the entity's address indicated in the Invitation for tenders. 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 prospective tenderers that have received the tender document.

2.5 Clarification of tenders shall be requested by the tenderer to be received by the Procuring Entity not later than 7 days prior to the deadline for submission of tenders.

2.6 The Procuring Entity shall reply to any clarifications sought by the bidder within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

Amendment of Documents

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

2.8 All prospective candidates that have received the tender documents will be notified of the amendment in writing.

2.9 In order to allow prospective bidders reasonable time in which to take the amendment in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

Tender Prices and Currencies

2.10 The bidder shall indicate on the appropriate Price Schedule the unit prices and total tender price of the area on lease.

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

2.12 The Price quoted shall be in Kenya Shillings.

Validity of Tenders

7.1 Tenders shall remain valid for 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.10.

Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

7.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A bidder may refuse the request without forfeiting its tender deposit. A bidder granting the request will not be required nor permitted to modify its tender.

Viewing of Tender Items

8.1 Prospective tenders are advised to visit the site before tendering. This will enable them to arrive at the most reasonable and competitive tenders.

Sealing and Marking of Tenders

9.1 The bidder shall deliver the Tender in a single, sealed envelope bearing the name and Reference

number of the Tender, addressed to the Procuring Entity.

- 9.2 If all envelopes are not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender, or failure to contact the tenderer in case of advice on the status of the tender or refund of deposit. Tenders that are misplaced or opened prematurely will not be accepted.

Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address specified not later than 21st November 2024 at 10am.

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents by paragraph 2.5. in which case all rights and obligations of the Procuring Entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

Modification of tenders

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

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

Withdrawals and tenders

- 13.1 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 bidder. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, under paragraph 2.7.5

Opening of Tenders

- 14.1 The Procuring Entity will open all tenders in the presence of bidders representatives who choose to attend at Impala Club on 21st November 2024 from 10am. The bidders or representatives who are present shall sign a register evidencing their attendance.

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

- 14.3 The Procuring Entity will prepare minutes of the tender opening.

Clarification of tenders

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

Evaluation and Comparison of Tenders

- 16.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether the tenderer has fulfilled the eligibility criteria, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non- responsive, will be rejected by the Procuring Entity.
- 16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
 - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
 - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 16.3 The Procuring Entity will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

Award Criteria

- 17.1 The Procuring Entity 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 tendered price, subject to the reserve price.

Tender Evaluation

- 18.1 The organization will examine the tenders to determine completeness, general orderliness and sufficiency in responsiveness.

18.2 The bidders shall not contact the organization on matters relating to their bid from the time of opening to the time the evaluation is finalized and official communication sent to them. Any effort by the bidder to influence the organization in the evaluation shall result in the cancellation of their tender.

18.3 Tendering will be based on meeting the minimum criteria regarding the applicant's legal status, general and particular experience, personnel and financial position as demonstrated by their responses.

18.4 Impala Club reserves the right to accept or reject any or all tenders.

18.5 There shall be three phases of evaluating the tender;

- a) Preliminary Evaluation.
- b) Technical Evaluation.
- c) Financial Evaluation.

Preliminary Evaluation

b) Screening shall be done for all the applications of the tender to determine responsiveness by providing copies of:

- 1) Certificate of Incorporation / Registration;
- 2) PIN/VAT Certificate;
- 3) Current Trade License / Business Permit;
- 4) Architectural Designs and Bill of Quantities of the proposed car wash shed to be set up.
- 5) Copy of evidence of site visit form (*signed & provided by procuring entity: Impala Club on site visit date*)
- 6) Current Tax Compliance Certificate;
- 7) Recommendation letter from the bank;
- 8) Completed Confidential Business Questionnaire;
- 9) Audited accounts for the last two years or 6 months Bank Statements;
- 10) Original Receipt as proof that tenderer purchased the tender document(s).
- 11) Duly filled, signed and stamped confidential Business questionnaire provided.
- 12) Copies of Directors' IDs/Passports and PINs

c) Casual applicants shall be considered substantially non-responsive and shall be excluded from those considered for detailed evaluation.

d) A list shall be compiled for those bidders who pass the preliminary evaluation to be evaluated in detail.

e) The highest evaluated bidder shall be recommended for award of the lease.

f) Impala Club may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract

Technical Evaluation

- a) The evaluation committee shall undertake a thorough and objective analysis of the bidders contained in the list;
- b) A detailed assessment of each applicant will be made in the course of evaluating the application.
- c) Details of the applicant's organizational structure, financial capability, annual turnover for the last two years, experience in the relevant field, available resources, and references will be assessed

Note: Only bids that meet the minimum technical requirements will proceed to the financial evaluation stage.

Financial Evaluation.

The Financial Evaluation will assess the financial aspects of each bid to ensure value for money, compliance with market requirements, and the bidder's financial capacity to fulfil the contract. The evaluation will consider the following:

1. **Bid Price**
 - The total bid price will be analysed to determine its competitiveness relative to other bids and its alignment with the market price. Adjustments due to contingencies or allowances, if proposed, will also be assessed to ensure cost-effectiveness.
2. **Payment Terms and Schedule**
 - Proposed payment terms and schedules will be assessed for alignment with the project's financial plan. Payment structures will be evaluated for feasibility, considering project milestones, upfront payments, and the final settlement.
3. **Financial Stability of the Bidder**
 - Financial stability will be examined through financial statements provided by the bidder, evaluating liquidity, solvency, and overall financial health. This assessment ensures the bidder possesses the financial capacity to successfully complete the project.
4. **Compliance with Tax and Regulatory Requirements**
 - The financial proposal must include all applicable taxes, duties, and fees, ensuring compliance with regulatory requirements. Any exceptions will be reviewed for alignment with local and industry standards.

19. Special condition.

1. 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
2. Contract period shall be 5, 4 months i.e. term of the lease for the Car wash.
3. Impala Club payment terms are that rent shall be paid monthly by 5th of every month subject to an annual escalation of ten percent per annum.
4. Prices to be paid by the bidder 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.
5. 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.
6. Standard terms & conditions of lease will be stipulated in the Lease Agreement and will include but not limited following Lessee:
 - (a) To pay rent by 5th of every month in advance at all times and in the manner that will be specified in the lease agreement clear of all deductions whatsoever;

- (b) Upon execution of the lease deposit with the lessor a non- interest bearing deposit equivalent to three months' rent as security for the full and faith performance of every provision of the lease to be performed by the lessee
- (c) To pay for all water and electricity consumed on the said Land/buildings as shown on the said meter as and when the bills there of are rendered to the Lessee;
- (d) To keep the Lessor indemnified against any actions claims or demands arising out of the Lessee's failure to pay any such bills as foresaid;
- (e) To keep the said land in good and substantial Lessee condition;
- (f) To permit any caretaker employed by the Lessor to enter the said Land/buildings in the ordinary course of his duty in the company of a member of the Lessee's staff (excepting only in the case of emergency);
- (g) Not to transfer sublet or part with the possession of the said land/buildings or any part thereof without the written consent of the Lessor
- (h) Not without the consent in writing of the Lessor first had and obtained to us the said land or any part thereof otherwise than as stated in the bid;
- (I) Not to do or permit nor suffer to be done upon or within the said land/ building anything which in the opinion of the Lessor (which opinion shall be final and conclusive) may be or become a nuisance or annoyance to or in any way interfere with the quiet user of the other portions of the land or any or neighboring land;
- (j) To perform and observe all covenants agreements conditions restriction stipulations and provisions affecting the said Land/buildings and under which the said piece of land upon which the Building is erected is held and not any time to do or permit or suffer anything whereby the title to the said piece of land may be voided or forfeited and at all times to keep indemnified the Lessor and its estate and effect from and against all actions proceeding costs damages claims demands and liability for or in respect of any breach which may be committed during the said term of any of the said agreements, conditions, restrictions, stipulations and provisions;

7. The Lessee: -

- (a) Will not hold nor suffer to be held any auction upon the said premises;
- (b) Will not waste or permit to be wasted any water or electricity in the said premises;
- (c) Will give immediate notice to the Lessor in case of fire or accidents in the said land/buildings;

8. The Lessor will:

- (a) Pay all rates taxes charges outgoings impositions and assessments, which may be imposed or assessed on the Land or any part thereof by the Government of Kenya.
- (b) To permit the Lessee paying the rent and performing and observing the covenants and agreements in the lease or implied and on its part to be performed and observed peaceably and quietly to possess and enjoy the Land/buildings during the Term without any interruption from or by the Lessor or any person or persons lawfully claiming from or under him.

9. PROVIDED ALWAYS that:

(a) Loss and Damage; Notwithstanding any contrary provisions of the Lease shall not be responsible for any loss of or damage to property Lessee or of others located on the Land, except where caused by the will act or omission or negligence of Lessor, or Lessor's agents, employees, provided, however, that if Lessee shall notify Lessor in writing on repairs which are the responsibility of Lessor, and Lessor shall fail commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Lessee's property shall result from the condition as to which Lessor has been notified, Lessor shall indemnify and hold harmless Lessee from any loss, cost or expense arising there from.

10. Force Majeure;

In the event that Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act other than Lessee's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed a cause beyond control of either party.

Removal of additional erections, fixtures; the Lessee may on determination or sooner determination of the Term sever, remove and repossess any erections fixtures or additions erected or made by it at its own cost upon or to the premises doing as little injury as may be to the premises by such removal and making good such damage as may unavoidably be done.

Costs; the lessee will be responsible for the legal charges incurred in connection with the preparation and completion of the Lease.

1. Disputes;

That all questions in dispute between the parties and all claims for compensation (if any) or otherwise not eventually settled and agreed between the parties will be referred to arbitration in accordance with the provisions of the Arbitration Act or other the Act or Acts for the time being in force in Kenya in relation to arbitration.

2. Option to renew;

If at the expiry of the Term the Lessee wishes to obtain further lease of the Land and signifies such desire by notice in writing delivered to the Lessor Three months at least before the expiry of the Term and if there is at the date of the said notice no outstanding breach of the covenants and agreements contained and on the part of the Lessee to be performed and observed, then the Lessor may renew the lease on such terms and conditions as would be mutually agreed.

3. Notices

All notices required under lease shall be in writing and shall in the case of notices to the Lessor be sufficiently served if addressed to the Lessor's Property Manager at its registered office in Nairobi and delivered there and in the case of notice to the Lessee be sufficiently served if addressed to it and delivered or left at its last known address in Impala Club's General Managers office.

DETAILS OF ASSETS, SERVICES OR FACILITIES BEING OFFERED

IMPALA CLUB, Along Ngong Road- Nairobi.

Property	Description	Requirements
Impala Club	Lease of Car wash area	Bidders to visit and confirm Property details for themselves. Mandatory site visit is scheduled on <u>13th November 2024</u> at Impala Club at 10am.

NB:

- a) The tenant/s will pay for electricity and water consumed in the premises
- b) The premises are being leased as is i.e. no repairs will be undertaken by the lessor

PRICE SCHEDULE FORM

Item no.	Premises-	Monthly rent (Exclusive of VAT)	Yearly rent (Exclusive of VAT)	Total Rent payable for 5years 4 months (Exclusive of VAT)
	Impala Club- Car wash			

Form of Tender

DATE _____

Tender No. _____

TO: _____

Gentlemen and/or Ladies:

1. Having examined the tender documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to lease Impala Club Car Wash space 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 bid is accepted, to deliver install, and commission the equipment by the delivery schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender from the date fixed for tender opening of the Instructions to bidders, and it shall remain binding upon us and may be accepted at any time.
4. This bid, 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.
5. We understand that you are not bound to accept the lowest or any other bid you may receive.

Dated this _____ day of 2024

[Signature]

[In the capacity of]

Duly authorized to sign the bid for an on behalf of _____

Note: In accordance with **Clause 82** of the **Public Procurement and Asset Disposal Act**, “**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.**”

TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to bidder

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Bidder's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the bidder	
5	Full Address and Contact Details of the bidder.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business, which the bidder handles.	

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship _____

c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) **Registered Company**, provide the following details.

i) Private or public
Company.....

ii) State the nominal and issued capital of the Company: -

Nominal Kenya Shillings
(Equivalent).....

Issued Kenya Shillings
(Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

e) **DISCLOSURE OF INTEREST** - *Interest of the Firm in the Procuring Entity.*

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

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

I, of P. O. Box being a resident of In the Republic of 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*)

In addition, 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 stated to here in above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

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 Impala Club and any other public or private institutions.

Full Names

.....

Signature

.....

Dated this.....day of
.....2024.

In the capacity of

.....

Duly authorized to sign bid for and on behalf of

.....

Bankruptcy.

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 of2024.

In the capacity of

.....

Duly authorized to sign bid for and on behalf of

.....

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;

.....

In the capacity of

.....

Dated this.....day of2024.

Suppliers' / Company's Official Rubber Stamp

.....

Confidential Business Questionnaire form

You are requested to give the particulars indicated in Part 1; either Part 2(a),

Or 2 (c) whichever applied to your type of business; and Part 3. You are advised that it is a serious offence to give false information on this form.

Part 1 – General

1.1 Business Name

1.2 Location of Business Premises.

1.3 Plot No..... Street/Road.....

Postal Address

Tel No.

E-mail

Registration Certificate No.

Name of your Bankers

Branch

Part 2 (a) – Sole Proprietors

2a.1 Your Name in Full Age

2a.2 Nationality

Country of Origin

Citizenship Details.....

Part 2 (c) – Registered Company

2c.1 Private or Public

2c. 2 State the Nominal and Issued Capital of Company-

Nominal Ksh.

Issued Ksh.....

2c.3 Give details of all Directors as follows

Name	Nationality	Citizenship Details
------	-------------	---------------------

1.....

2.....

3.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date

Signature of Candidate

TENDER SUBMISSION FORM

Having studied the tender information for the above tender category We/I hereby state:

- a. That the information furnished in our/my application is accurate to the best of our/my knowledge.
- b. That in case of being a tenderer, we /I acknowledge that this grants us the right to participate in due time in the submission of a tender or quotation on the basis of provision in the tender or quotation documents to follow.
- c. That bidders will be invited randomly to participate in the tender/quotations as and when there is a requirement.
- d. We/I enclose all the required documents and information required for the evaluation.
- e. Our tender is binding to us and if found acceptable we shall be pleased to be included in the list of responsive firms.
- f. We understand either you are not bound to accept in part or completely any tender you receive.

Date.....

Applicant's Name.....

Represented by.....

Signature.....

(Full name and designation of the person signing and stamp or seal).