NG-CDF NANDI HILLS

TENDER FOR DISPOSAL OF ASSETS AND UNSERVICEABLE STORES.

TENDER NO. NG-CDF NANDI HILLS/T/01/2026-2027

CLOSING ON; TUESDAYS 11TH AUGUST, 2026 AT 11.00AM

MANAGER, SUPPLY CHAIN
NATIONAL GOVERNMENT
CONSTITUECY DEVELOPMENT
FUND BOARD

P. O. BOX 181– 30301NANDI HILLS.
procurement@nca.go.ke

MANANGER NG-CDF NANDI HILLS CONSTITUECY
P.O. BOX 181- 30301 NANDI HILLS

INVITATION TO TENDER

1.1 The National constituency development fund (NG-CDF) is a corporate body under national treasury established for every constituency under sec 43(1) with the responsibility to consider project proposals ,ensure timely disbursement and manage the funds and coordinate its development.

1.2 The Authority invites sealed bids from interested candidates for the disposal of a Saloon vehicle, various office furniture, ICT equipment and Tyres on "AS IS WHERE IS BASIS".

1.3 All interested bidders are advised to visit the indicated locations to carry out their own assessment before submitting their final bids. Viewing of the items can be done by interested bidders in their respective location by arrangement with the officer in charge of the regional/ liaison office where the items are located.

1.4 Interested eligible candidates may obtain further information from and inspect the tender documents at the Supply Chain Office, situated at the NG-CDF Nandi hills during normal working hours.

1.5 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs.1,000/= (One Thousand Shillings Only) in form of a banker's cheque payable to the NG-CDF NANDI HILLS FUND ACCOUNT MANAGERS OFFICE.

1.6 The document may also be downloaded free of charge from the Public Procurement Information Portal **www.tenders.go.ke**

1.7 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at NG-CDF NANDI HILLS Office or be addressed to:

Fund account manager,
NG-CDF Nandi hills,
P O Box 181– 30301, NANDI HILLS, KENYA
so as to be received on or before **Tuesday 11th Augusts, 2026 at 11.00a.m.**

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at NG-CDF Nandi hills Boardroom Nandi hills.

All successful bidders will be required to pay for and collect their items within 14 days from the date of notification, failure to which they will lose the offer.

The sale is subject to the set reserved prices.

FUND ACCOUNT MANAGER

NG-CDF NANDI HILLS

SECTION I - INSTRUCTIONS TO TENDERERS

1 Eligible Tenderers

1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.

1.2 Tenderers shall be under a declaration of in eligibility for corrupt or fraudulent practices

1.3 The tenders are open to all eligible persons.

2. Cost of Tendering

2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2 The Procuring Entity shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

3. The Tender Document

3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

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

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

4 Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. 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.

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

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

5 Amendment of Documents

5.1 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

5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

5.3 In order to allow prospective tenderers 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.

6 Tender Prices and Currencies

6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the item sit proposes to purchase under the contract.

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

6.3 The Price quoted shall be in Kenya Shillings.

7 Tender deposit

7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices

7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.

7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the Procuring Entity.

7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tender will be required to pay the tender priceless the deposit security.

7.5 The tender deposit shall be forfeited:

a) If a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity.

b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the tender price.

8 Validity of Tenders

8.1 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.

8.2 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 tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

9. Viewing of Tender Items

9.1 Prospective tenders are advised to view the items to be sold before tendering. This will enable them to arrive at the

most reasonable and competitive tenders. Tenders are based on "AS WHERE IT IS AND THE CONDITION IT IS IN" and the conditions of the items are not guaranteed or warranted by the seller.

10. Sealing and Marking of Tenders

10.1 The Tenderer shall deliver the Tender in a single, sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single outer envelope, the Tenderer shall place another sealed envelope containing the list of and prices of the items tendered for and addressed as follows.

a) Bear the name and address (including telephone number and email) of the Tenderer;

b) Bear the name and Reference number of the Tender;

c) Bear the name and address of the Procuring Entity; and

10.2 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.

11. Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address specified not later than **11th August 2026** at **11.00am**.

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5.in which case all rights and obligations of the Procuring Entityandtendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasextended.

12. Modification of tenders

12.1The 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 Procuring Entity prior to the deadline prescribed for submission of tenders.

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

12.2 No tender may be modified after the deadline for submission of tenders **13**

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 tenderer. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

14 Opening of Tenders

14.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend. The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

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

15 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.

15.3 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. **16 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.

17 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.

18 Notification of Intention to enter into a Contract/Notification of Award

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

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

18 Canvassing/Contacting the Procuring Entity

18.1 No tenderer shall contact the Procuring Entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

SECTION V - EVALUATION CRITERIA

Evaluation of duly submitted tenders will be conducted along the following two main stages:

PRELIMINARY EVALUATION (MANDATORY.

MANDATORY REQUIREMENTS

Bidder expected to provide the listed documents and fill in forms as provided.

	Evaluation parameter	***Requirement***
1	***Submit a Copy of Certificate of Registration/Incorporation for a company and or National ID for Individual applicant***	***MANDATORY***
2	***Must duly fill, and Sign the Form of Tender in the Format provided Mandatory (Form 1)***	***MANDATORY***
3	***Must duly fill and sign Confidential Business Questionnaire Form***	***MANDATORY***
4	***Must duly fill the schedule of items& prices in the format provided in the tender document***	***MANDATORY***
5	***Dully filled and signed Self Declaration form – SD 1***	***MANDATORY***
6	***Dully filled and signed Self Declaration form – SD 2***	***MANDATORY***
7	***Dully filled and signed declaration and commitment to the Code of Mandatory Ethics***	***MANDATORY***
8	***Provide One original Tender document properly bound and sequentially paginated in the form of i.e 1, 2, 3, 4…. on each page including all the attachments***	***MANDATORY***

Pursuant to Section 80 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Financial Evaluation Stage.

6 FINANCIAL EVALUATION The Highest evaluated Tender will be recommended for award for each item

Note:

- **Bidders must meet all the mandatory requirements to qualify for financial evaluation**

1. FINANCIAL EVALUATION

- Bidder who qualifies for financial evaluation will be ranked according to their offer price per item
- Contract will be awarded to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the **highest evaluated tender**, subject to the reserve price.

SECTION III - PRICE SCHEDULE OF BOARDED ASSETS AND UNSERVICEABLE STORES

Bidders are required to indicate the offer price for each item they are interested to buy and transfer the totals for all the quoted items to the form of tender.
Deposit are not required for all these items

SECTION II - SCHEDULE OF ITEMS AND PRICES

Notes on schedule of Items and Prices

1. The tenderer shall complete the tender by preparing and completing the Table below, indicating the items tendered for and the prices offered and striking out those not tendered for. The Procuring Entity will complete columns 1-5 and the Tenderer will complete column 6, and sign as indicated below.

SCHEDULE OF ITEMS AND PRICES

ITEN NO.	DESCREPTION OF ITEM	UNITE OF ISSUE	UNITE PRICE	REQUIRED DEPOSITE
1	TOYOTA HILLUX 2KD 2400CC DOUBLE CAB DESEL,REG NO.GKB 469 F	GROUNDED AT NG-CDF OFFICE NANDI HILLS	KSHS.453,500	90,7000
2	HP LAPTOP CORE 5	BROKEN SCREEN AT NG-CDF NANDI HILLS	EACH ITEM KSHS 6,000	KSHS.1,000
022	THREE-SEATER VISITOR	TORNED AND WORN at NG-CDF NANDI HILLS	KSHS 2,500	KSHS 500
051	HIGH BLACK SWIVEL LEATHER CHAIR	BROKEN TYRE ROLLER AT NG-CDF NANDI HILLS	KSHS.600	-
031	EXECUTIVE TABLE	BROKEN AT NG-CDF NANDI HILLS	KSHS 3,000,000	-
012	PRINTER HP BLACK AND WHITE LASER MODEL HP400	DEFECTIVE AT NG-CDF NANDI HILLS	KSHS.2,000	-
014	APC-UPS BATTERY BUCKETS	UNSERVICEABLE	1,000	-
016	RUGGEDPHONES	USE	4,000	-
18	HP SCANNER	UN SERVICEABLE	1,500	-
021	HP DESK TOP WITH CPU	USE	10,000	2,000

The Deposit to be banked at EQUITY BANK NANDI HILLS BRANCH ACCOUNT **0920261628747** and the banking slip to be submitted to NG-CDF NANDI HILLS accounts department for official receipting.

Dated this _____ day of _____ 20_____

_____ _____

[*Signature*] [*In the capacity of*]

Duly authorized to sign tender for and on behalf of _____

SECTION III - CONDITIONS OF TENDER

1.1 Atenderer may tender for each item or Lot as indicated and may tender for as many items she/she wishes.

1.2 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days. Failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.

1.3 Tenderers who will not be awarded contracts for the vehicle will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.

1.4 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment, failure to which storage charges will be charged as indicated in the appendix to Conditions of Tender.

1.5 The procuring entity has provided bidders with reserve prices for all the items. Items tendered for below the reserve price will be retained by the Authority.

1.6 The viewing site is as per the Location of Items above during working days between 9am-1pm.

1.7 Vehicle deposit to be banked at EQUITY BANK NANDI HILLS BRANCH: ACCOUNT NO.0920261628747 Bidders must then present the original deposit slip to the Authority's Accounts Department to get an official receipt. Thereafter, attach the receipt to the bid document as proof of payment.

1.8 For the vehicle, all relevant duties have already been paid. The vehicles will be released to the winning bidder with the Parastatal Plates. It shall be the obligation of the bidder to pursue NTSA to be issued with a civilian number plate.

SECTION IV - STANDARD FORMS

Note on Standard Forms

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

1. FORM OF TENDER

Date of this Tender submission:_____[*insert date (as day, month and year) of Tender submission*]

Tender No.:_____

To: **NG-CDF NANDI HILLS, P.O. Box 181-30301, NANDI HILLS**

a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;

b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;

c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;

d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: **……..**

……

e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *……(In words and figures)*

f) **Discounts:** The discounts offered and the methodology for their application are:

i) The discounts offered are: [*Specify in detail each discount offered.*] ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];

g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 20.1 from the date fixed for the Tender submission deadline (specified in TDS 24.1 *(as amended if applicable)*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;

j) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA.

Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;

k) **State-owned enterprise or institution**: [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.6*];

i) We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.

l) **Binding Contract**: We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and

o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

p) **Collusive practices**: We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.

q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from **www.ppra.go.ke** during the procurement process and the execution of any resulting contract.

r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:

i) Tenderer's Eligibility; Confidential Business Questionnaire–to establish we are not in any conflict to interest.

ii) Certificate of Independent Tender Determination–to declare that we completed the tender without colluding with other tenderers. iii) Self-Declaration of the Tenderer–to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **"Appendix 1- Fraud and Corruption**" attached to the Form of Tender.

Name of the Tenderer:.....
*[*insert complete name of person signing the Tender*]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:……..
.....**[*insert complete name of person duly authorized to sign the Tender*]

Title of the person signing the Tender:..... ……[*insert complete title of the person signing the Tender*]

Signature of the person named above: .....[*insert signature of person whose name and capacity are shown above*]

Date signed..... [*insert date of signing*] **day of** .....[*insert month*], [*insert year*]

Confidential Business Questionnaire Form

Instruction to Tenderer

Tenderer 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) Tenderer'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 Tenderer	
5	Full Address and Contact Details of the Tenderer.	
	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 (*postal and physical addresses, email, and telephone number*) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (*postal and physical addresses, email, and telephone number*) of state which stock exchange	

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 **NG-CDF NANDI HILLS** who has/have an interest or relationship in this firm? Yes/No…….....……

If yes, provide details as follows.

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

ii) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1.	Tenderer is directly or indirectly controlled by or is under common control with another tenderer.		
2.	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3.	Tenderer has the same legal representative as another tenderer		
4.	Tender has a relationship with another tenderer, directly or through common third parties that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5.	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6.	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7.	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8.	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract.		
9.	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract?		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____

Title or Designation _____

_____ _____

(Signature) *(Date)*

SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSALACT 2015.

I,……., of Post Office Box …….……. being a resident of …….. in the Republic of ……. do hereby make a statement as follows:-

1. THAT I am the Company Secretary/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 Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

……	…….....	……..……
(Title)	(Signature)	(Date)

FORM SD2

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)* 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 deponed to here in above is true to the best of my knowledge information and belief.

……	…….....	…….....……
(Title)	(Signature)	(Date)

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ……..... (person) on behalf of ***(Name of the Business/ Company/Firm***)……..declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory…….....…….

Sign…….....…….....……...
Position…….....……
Office address…….....…….Telephone…….....
E-mail……
Name of the Firm/Company……..... Date…….....……
(Company Seal/ Rubber Stamp where applicable)
Witness

Name…….....…….

Sign…….....… Date……...

LETTER OF NOTIFICATION OF AWARD

[Letter head paper of the Procuring Entity] [Date]

To: *[name and address of the Contractor]* This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is here by accepted by ..... *(Name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

OFFERED ITEMS AND PRICES

1	2	4	5	6
Item No.	**Description of Item**	**Total Quantity**	**Unit price**	**Offered Price**
1				
2				
3				
4				
TOTAL PRICE OF ALL ITEMS				xxxxx

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity.....

COPY OF THE LETTER OF NOTIFICATION OF AWARD

(*To be signed by the Purchaser)*
[Letterhead paper of the Procuring Entity] [Date]

To: *[name and address of the Purchaser]*

This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is here by accepted by ..... *(name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

OFFERED ITEMS AND PRICES

1	2	4	5	6
Item No.	**Description of Item**	**Total Quantity**	**Unit price**	**Offered Price**
1				
2				
3				
4				
TOTAL PRICE OF ALL ITEMS				xxxxx

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Officer(s) to be contacted

Name of Officer _____

Postal Address__ Telephone Number__ Email Address
Physical Address (City, Street, Building, Floor number and room number)

SIGNED BY THE PURCHASER

I/we, the undersigned accept the award and will execute the sale of the items as per conditions of the award. We understand that the award will remain cancelled and no deposits will be refunded if we do not:

a) Return this letter signed within 14 days; or

b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

We further understand that if we do not collect the items we have paid for within fourteen (14) days after making the payment, you charge storage charges at rates to be determined by yourselves.

Name of Purchaser

Authorized Signature:_____ Date_____

Name and Title of Signatory

REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……. OF…….20…….. BETWEEN

……...……. APPLICANT

AND

……RESPONDENT (Procuring Entity)

Request for review of the decision of the…… (Name of the Procuring Entity of .....dated the…day of ……20…….in the matter of Tender No……..…of ……..20….. for ..... (Tender description).

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address…….P. O. Box No ..... Tel. No……..Email ..... , hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

1.

2.

By this memorandum, the Applicant requests the Board for an order/orders that:

1.

2.

SIGNED …….(Applicant) Dated on…….day of ……/…20……

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of

……....20….……

SIGNED

Board Secretary