

201

REPUBLIC OF KENYA



COUNTY GOVERNMENT OF NYANDARUA

DEPARTMENT OF TRADE, INDUSTRIALIZATION, COOPERATIVE
DEVELOPMENT AND PARTNERSHIP.

PROPOSED REHABILITATION AND MAINTENANCE OF NJABINI MARKET

TENDER DOCUMENT

TENDER NO. 2057964-2025/2026

1

The Engineer

ACCOUNTING OFFICER,
TRADE, INDUSTRIALIZATION,
COOPERATIVE DEVELOPMENT AND PARTNERSHIP.
NYANDARUA COUNTY,
P.O. BOX 701 - 20303,
OL'KALOU

The Employer

COUNTY GOVERNMENT OF NYANDARUA,

EMISTA COMPANY
LIMITED
P. O. Box 711 - 20303,
OL'KALOU

DECEMBER, 2025

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TENDER DOCUMENT FOR PROCUREMENT OF WORKS (BUILDINGS, etc.)

NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name: COUNTY GOVERNMENT OF NYANDARUA; DEPARTMENT OF TRADE, INDUSTRIALIZATION,
COOPERATIVE DEVELOPMENT AND PARTNERSHIP.

Address: P. O. BOX 701 – 20303, OL KALOU.

Invitation to Tender (ITT) No. TENDER NO. 2057964-2025/2026

(3) Tender Name **PROPOSED REHABILITATION AND MAINTENANCE OF NJABINI MARKET**

EMISTA COMPANY
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TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

FORM ELI -1.1

Tenderer Information Form

Date: 23/12/2023

ITT No. and title: 2057964-2023/2026 PROPOSED REHABILITATION AND MAINTENANCE OF NJABINI MARKET

Tenderer's name <u>EMISTA COMPANY LIMITED</u>	
In case of Joint Venture (JV), name of each member: <u>N/A</u>	
Tenderer's actual or intended country of registration: <u>KENYA</u> <i>[Indicate country of Constitution]</i>	
Tenderer's actual or intended year of incorporation: <u>2021</u>	
Tenderer's legal address [in country of registration]: <u>P.O. Box 711-20303 OL'KALOU</u>	
Tenderer's authorized representative information	
Name: <u>EDUKE WATHIRA</u>	
Address: <u>711-20303 OL'KALOU</u>	
Telephone/Fax numbers: <u>011-20303934</u>	
E-mail address: <u>emista.combunlimited@gmail.com</u>	
EMISTA COMPANY LIMITED P. O. Box 711 - 20303, OL'KALOU	
1. Attached are copies of original documents of	
☒ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6	
☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5	
☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing:	
Legal and financial autonomy	
Operation under commercial law	
Establishing that the Tenderer is not under the supervision of the Procuring Entity	
2. Included are the organizational chart and a list of Board of Directors	

FORM ELI-1.2

Tenderer's JV Information Form

(To be completed for each member of Tenderer's JV)

Date: 23/12/2025

ITT No. and title: 2057964-2025/2026
PROPOSED REHABILITATION AND MAINTENANCE OF NJABINI MARKET

Tenderer's JV name:	N/A
JV member's name:	
JV member's country of registration:	
JV member's year of constitution:	
JV member's legal address in country of constitution:	
JV member's authorized representative information	
Name:	N/A
Address:	
Telephone/Fax numbers:	
E-mail address:	
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 43.6. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.8.	
2. Included are the organizational chart and a list of Board of Directors	

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FORM CON - 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: EMISTA COMPANY LIMITEDDate: 23/12/2025JV Member's Name: N/AITT No. and title: 2051964-2025/2026 - PROPOSED REHABILITATION AND MAINTENANCE OF NJABINI MARKO

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

☐ Contract non-performance did not occur since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.

☐ Contract(s) not performed since 1st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
None			

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

☒ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.

☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

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Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
None	None	Contract Identification: Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
None	None	Contract Identification: Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.

☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year] None	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]

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FORM FIN -3.1:

Financial Situation and Performance

Tenderer's Name: EMISTA COMPANY LIMITEDDate: 23/12/2023JV Member's Name: N/AITT No. and title: 2057964-2025/2026PROPOSED REHABILITATION AND MAINTENANCE OF NJABINI MARKET

Financial Data

Type of Financial information in <u>KES</u> (currency)	Historic information for previous <u>3</u> years. (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1 <u>2022</u>	Year 2 <u>2023</u>	Year 3 <u>2024</u>	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)	13893870	11515392	4124601		
Total Liabilities (TL)	13893870	11515392	4124601		
Total Equity/Net Worth (NW)	13893870	11515392	4124601		
Current Assets (CA)	4124601	3483934	4124601		
Current Liabilities (CL)	264950	158050	325840		
Working Capital (WC)	466512	385154	228101		
Information from Income Statement					
Total Revenue (TR)	1536660	18286076	8117620		
Profits Before Taxes (PBT)	2195424	4796572	431760		
Cash Flow Information					
Cash Flow from Operating Activities	466512	385154	228101		

*Refer to ITT 15 for the exchange rate

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4.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1	Line of credit	10m
2		
3		

4.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for 2 years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:
reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).

be independently audited or certified in accordance with local legislation.

be complete, including all notes to the financial statements.

correspond to accounting periods already completed and audited.

Attached are copies of financial statements for the 2 years required above; and complying with the requirements

FORM FIN - 3.2:

Average Annual Construction Turnover

Tenderer's Name: EMISTA COMPANY LTD

Date: 23/12/2020

JV Member's Name: NA

ITT No. and title: 257964-202/2020 provided rehabilitation & maintenance of Habint



Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
[indicate year]	[insert amount and indicate currency]		
2019	153664.00		
2020	18286.016		
2021	8117020		
Average Annual Construction Turnover *	13423345		

- * See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

4.6 FORM FIN -3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cashflow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1	Line of credit	1000000
2		
3		

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FORM FIN-3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Involving Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

4.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: EMISTA COMPANY LTD

Date: 23/12/2011

JV Member's Name: EMISTA

ITT No. and title: 2057964 2057964 proposed rehabilitation & maintenance of Jabin

Page 1 of 1 pages marked

**EMISTA COMPANY
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Starting Year	Ending Year	Contract Identification	Role of Tenderer
2011	2012	Contract name: <u>ROAD WORKS</u> Brief Description of the Works performed by the Tenderer: <u>CONSTRUCTION</u> Amount of contract: <u>604,700.00</u> Name of Procuring Entity: <u>MINISTRY OF WORKS</u> Address: <u>OL'KALOU</u>	<u>MAIN</u> <u>CONTRACTOR</u>
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

FORM EXP - 4.2(a)**Specific Construction and Contract Management Experience**Tenderer's Name: EMISTA Company LtdDate: 23/12/2021JV Member's Name: N/AITT No. and title: 2051964-205/2021 - proposed Rehabilitation & Maintenance of Hybrid road

Similar Contract No.	Information			
Contract Identification	Construction of Bida Bida road			
Award date	15/2/2022			
Completion date	30/4/2022			
Role in Contract	Prime Contractor ☒	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	669740.50		Kenya Shilling	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:	Harambee County govt.			
Address:				
Telephone/fax number				
E-mail:	701-2303			

FORM EXP - 4.2 (a) (cont.)**Specific Construction and Contract Management Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	Similar
1. Amount	669740.80
2. Physical size of required works items	Similar
3. Complexity	Similar
4. Methods/Technology	LS/MB
5. Construction rate for key activities	
6. Other Characteristics	

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FORM EXP - 4.2(b)**Construction Experience in Key Activities**Tenderer's Name: EMISTA COMPANY LTDDate: 23/12/20Tenderer's JV Member Name: N/ASub-contractor's Name¹ (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount			Kenya Shilling	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

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Information	
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

¹ If applicable

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2. Activity No. Two

3.

EMISTA COMPANY LIMITED

GENERAL MERCHANTS

P.O BOX 711-20303

emistacompanyltd@gmail.com
OL'KALOU

phone: 0748808934

To: **COUNTY GOVERNMENT OF NYANDARUA,**
P. O. BOX 701-20303,
OL'KALOU

Date of this Tender submission: 29TH DECEMBER 2025

Request for Negotiation No: 2057964-2025/2026

Name and description of Tender: PROPOSED REHABILITATION AND MAINTENANCE OF NJABINI MARKET

Dear Sirs,

In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum of Kenya Shillings [*Amount in figures*]**997,030.00** Kenya Shillings [*amount in words*]**NINE HUNDRED NINETY-SEVEN THOUSAND THIRTY AND ZERO CENTS**

The above amount includes foreign currency amount (s) of [*state figure or a percentage and currency*] [*figures*] **N/A** [*words*] **N/A**

The percentage or amount quoted above does not include provisional sums, and only allows not more than two foreign currencies.

We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Particular Conditions of Contract.

We agree to adhere by this tender until 30/12/2026 [*Insert date*], and it shall remain binding upon us and may be accepted at any time before that date.

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.

We, the undersigned, further declare that:



No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 8;

Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;

Tender-Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;

Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: [*insert a brief description of the Works*];

Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: [*Insert one of the options below as appropriate*]

Option1, incase of one lot: Total price is: [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*]; Or

Option2, in case of multiple lots:

Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and

Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

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

The discounts offered are: [Specify in detail each discount offered.]

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];

Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

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

One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;

Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, 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 Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

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 3.7];

Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
none	none	none	none
none	none	none	none
none	none	none	none

(If none has been paid or is to be paid, indicate "none.")



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

Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;

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;

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.

We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from www.ppra.co.ke (specify website) during the procurement process and the execution of any resulting contract.

Beneficial Ownership Information: We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

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

Certificate of Independent Tender Determination – to declare that we completed the tender without colluding with other tenderers.

Self-Declaration of the Tenderer– to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.

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: EMISTA COMPANY LIMITED

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: EMILY WAITHIRA

Title of the person signing the Tender: DIRECTOR

Signature of the person named above: 



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

Date signed 23/12/2025 day of 12, 2025

Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender,

TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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.

Tenderer's details

ITEM	DESCRIPTION
1	Name of the Procuring Entity NIANDARUA COUNTY GOVERNMENT
2	Reference Number of the Tender 2057964-2025/2026
3	Date and Time of Tender Opening 1100 29/12/2025
4	Name of the Tenderer EMISTA COMPANY LIMITED
5	Full Address and Contact Details of the Tenderer. Country KENYA City ULAMBO Location ULAMBO-HIRANDURU ROAD Building TURFANA PLAZA Floor 15 floor Postal Address 711-20303 Name and email of contact person: EMIKA KIMITHURA emika@emista.co.ke
6	Current Trade License Registration Number and Expiring date BSN35689 2025-12-31
7	Name, country and full address (postal and physical addresses, email, and telephone number) of Registering Body/Agency
8	Description of Nature of Business CONSTRUCTION
9	Maximum value of business which the Tenderer handles. 20,000,000
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

EMISTA COMPANY
LIMITED
P. O. Box 711 - 20303,
OL'KALOU

General and Specific Details

Sole Proprietor, provide the following details.

Name in full _____ Age _____
Nationality NIA Country of Origin NIA
Citizenship _____

Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1	<u>NIA</u>	<u>NIA</u>	<u>NIA</u>	<u>NIA</u>
2				
3				

Registered Company, provide the following details.

Private or public Company PRIVATE

State the nominal and issued capital of the Company

Nominal Kenya Shillings (Equivalent) 100,000.00

Issued Kenya Shillings (Equivalent) 100

Give details of Directors as follows. 100

	Names of Director	Nationality	Citizenship	% Shares owned
1	<u>EMMA WATHURA</u>	<u>KENYAN</u>	<u>BY BIRTH</u>	<u>100%</u>
2	<u>^</u>	<u>^</u>	<u>^</u>	<u>^</u>
3	<u>^</u>	<u>^</u>	<u>^</u>	<u>^</u>

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

COUNTY GOVERNMENT OF HIAWANDA
Are there any person/persons in DEPARTMENT OF TRADE, INDUSTRIALIZATION, COOPERATIVE DEVELOPMENT & PARTNERSHIP (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No..... NO.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1	<u>NIA</u>	<u>NIA</u>	<u>A</u>
2			
3			

EMISTA COMPANY
LIMITED
P. O. Box 711 - 20303,
OL'KALOU

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 controls, is controlled by or is under common control with another tenderer.	NO	N/A
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.	NO	N/A
3	Tenderer has the same legal representative as another tenderer	NO	N/A
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.	NO	N/A
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.	NO	N/A
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.	NO	N/A
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.	NO	N/A
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 such Contract.	NO	N/A
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?	NO	N/A

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 EMILY WATUNA

Title or Designation DIRECTOR

(Signature)



23/12/2025

(Date)

**EMISTA COMPANY
LIMITED**
P. O. Box 711 - 20303,
OL'KALOU

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the GOVERNMENT OF KENYA, DEPARTMENT OF TRADE, INDUSTRIALIZATION / CO-OPERATIVE [Name of Procuring Entity] for: REPAIR, REHABILITATION & MAINTENANCE OF NSARA ROAD [Name and number of tender] in response to the request for tenders made by: EMISTA COMPANY LIMITED [Name of Tenderer] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of EMISTA COMPANY LIMITED [Name of Tenderer] that:

I have read and I understand the contents of this Certificate;

I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;

I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;

For the purposes of this Certificate and the Tender, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

has been requested to submit a Tender in response to this request for tenders;

could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;

The Tenderer discloses that [check one of the following, as applicable]:

The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;

the tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

In particular, without limiting the generality of paragraphs (5) (a) or (5) (b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

prices;

methods, factors or formulas used to calculate prices;

the intention or decision to submit, or not to submit, a tender; or

the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;

In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5) (b) above;

The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name EMIL KAGHURA

Title DIRECTOR

Date 23/12/2015



[Name, title and signature of authorized agent of Tenderer and Date]

SELF-DECLARATION FORMS**FORM SD1****SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I, EMUSTA KATHINA....., of Post Office Box P.O. Box 711-20303..... being a resident of HEMIA..... in the Republic of HEMIA..... do hereby make a statement as follows: -

THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of EMUSTA COMPANY LTD..... (insert name of the Company) who is a Bidder in respect of Tender No. 7257944/2024..... for PROCESSES REPAIR/MAINTENANCE AND UPGRADE OF MARINI..... (insert tender title/description) for MINISTRY OF LANDS AND NATURAL RESOURCES..... (insert name of the Procuring entity) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

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

EMUSTA COMPANY LTD
(Title) DIRECTOR

(Signature)

23/12/2024
(Date)

Bidder Official Stamp



FORM SD2

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

I, EMISTA COMPANY LTD of P.O. Box 711-20303 being a resident of OL'KALOU in the Republic of KENYA do hereby make a statement as follows: -

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of EMISTA COMPANY LTD (insert name of the Company) who is a Bidder in respect of Tender No. 2057964-2025/2026 for AC. MURRAY POCKET (insert tender title/description) for COAST GOVERNMENT OF KENYA (insert name of the Procuring entity) and duly authorized and competent to make this statement. DEPARTMENT OF TRADE, INDUSTRY AND COOPERATIVE DEVELOPMENT PARTNERSHIP

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 DEPARTMENT OF TRADE, INDUSTRY AND COOPERATIVE DEVELOPMENT PARTNERSHIP (insert name of the Procuring entity) which is the procuring entity.

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 DEPARTMENT OF TRADE, INDUSTRY AND COOPERATIVE DEVELOPMENT PARTNERSHIP (name of the procuring entity)

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

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

EMISTA COMPANY LTD
(Title) Director

(Signature)

23/12/2025
(Date)

Bidder's Official Stamp



DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I, EMILIA WATHIRA (person) on behalf of (Name of the Business/Company/Firm)
EMISTA COMPANY LIMITED 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 and my responsibilities under the Code.

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

Name of Authorized signatory EMILIA WATHIRA

Sign [Signature]

Position DIRECTOR



Office address P.O. Box 711-20303

Telephone 0748908934

E-mail emistacompanylimited@gmail.com

Name of the Firm/Company EMISTA COMPANY LIMITED

Date 25/12/2025

(Company Seal/Rubber Stamp where applicable)

Witness

Name [Signature]

Sign [Signature]

Date 25/12/2025

APPENDIX 1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

Purpose

The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (no. 33 of 2015) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

Requirements

The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

Kenya's public procurement and asset disposal act (no. 33 of 2015) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

a person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;

A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;

Without limiting the generality of the subsection (1) and (2), the person shall be disqualified from entering into a contract for a procurement or asset disposal proceeding, and if a contract has already been entered into with the person, the contract shall be voidable;

The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement—

shall not take part in the procurement proceedings;

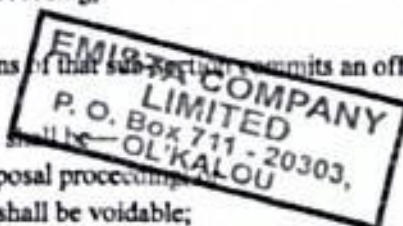
shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and

shall not be a subcontractor for the bidder to whom was awarded contract, or a member of the group of bidders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a director indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:
Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:



"corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

"fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

"obstructive practice" is:

deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.

Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:

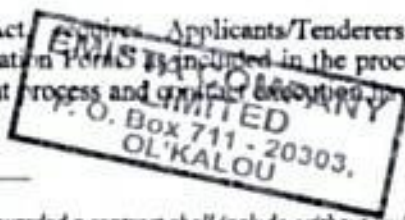
"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;

Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and on their behalf are not engaged/will not engage in any corrupt or fraudulent practices.



¹ For the avoidance of doubt, a party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FORM OF TENDER SECURITY-[Option 1-Demand Bank Guarantee]

Beneficiary: _____

Request for tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]



Note: All italicized text is for use in preparing this form and shall be deleted from the final product.