



Coast Institute  
of  
Technology

**MINISTRY OF EDUCATION  
STATE DEPARTMENT OF VOCATIONAL AND TECHNICAL  
TRAINING**

**COAST INSTITUTE OF TECHNOLOGY VOI  
CAMPUS**

**P. O. BOX 34 CODE 80300 VOI TEL: 0202169229  
Email: [principal@cit.ac.ke](mailto:principal@cit.ac.ke) /[procurement@cit.ac.ke](mailto:procurement@cit.ac.ke)  
[www.cit.ac.ke](http://www.cit.ac.ke)  
ISO 9001:2015 CERTIFIED**

**TENDER NO: CIT/D/001/2023-2024**

**TENDER FOR DISPOSAL OF OBSOLETE AND UNSERVICEABLE STORES**

**CLOSING DATE: 27<sup>TH</sup> JUNE, 2023**

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## INVITATION TO TENDER

### **PROCURING ENTITY: COAST INSTITUTE OF TECHNOLOGY**

#### **CONTRACT NAME AND DESCRIPTION: DISPOSAL OF OBSOLETE AND UNSERVICEABLE STORES**

The Coast Institute of Technology now invites sealed tenders from eligible candidates to purchase obsolete and unserviceable stores

1. Interested eligible candidates may obtain further information at the address provided below. Items will be sold as they are, without any encumbrances.
2. Interested tenderers may inspect the goods to be sold during office hours 8. 00a.m to 5.00 pm at the address given below.
3. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of (Kshs1,000) in cash or playbill number 4030613.
4. Completed tenders must be delivered to the address below on or before [27<sup>th</sup> June, 2023]. Electronic Tenders *will* be permitted.
5. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for the period to be determined by the Procuring Entity from the closing date of the tender.
6. 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.
7. Late tenders will be rejected.
8. The addresses referred to above are:
  - A. Address for obtaining further information, and for inspecting the goods to be sold.

#### **a. Address for obtaining further information and for purchasing tender documents**

Coast Institute of Technology

P.o Box 34-80300 Voi, Sofia Estate,

Coast institute of technology, Administration Block

Contact person: Procurement Officer, Phone no. 0202169229, email: [procurement@cit.ac.ke](mailto:procurement@cit.ac.ke)



**A. Address for Submission of Tenders.**

The Principal

Coast Institute of Technology College (Main Campus - Voi

P.o Box 34-80300 Voi

Deposit to the Tender Box located at the **Main Administration Block**

**B. Address for Opening of Tenders.**

Coast Institute of Technology College

At the College – Boardroom) on 27<sup>th</sup> June, 2023 at 10.00 a.m. at the library building.



**Stephen N. Gofwah**  
**PRINCIPAL**

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## **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 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 not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.

1.4 A Kenyan tenderer 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.

### **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 be at 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 Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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 into 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 it 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 tenderer will be required to pay the tender price less 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
- d) Attach a payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.

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.

### **Deadline for Submission of Tenders**

Tenders must be received by the Procuring Entity at the address specified not later than 27<sup>th</sup> June,

2023.

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 Entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **12 Modification of tenders**

12.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by 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 at 10.00a.m on 27<sup>th</sup> June, 2023 and in the location specified in the invitation to tender. 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 II - SCHEDULE OF ITEMS AND PRICES**

### **Notes on schedule of Items and Prices**

1. The Procuring Entity will prepare the schedule of items being sold, marking each item with a unique number. Where items are to be sold as a lot, the lots must be clearly indicated in the schedule.
2. The schedule of items and prices will include a column for the deposit to be paid by the tenderer for the item and lot. The deposit amount should be indicated by the Procuring Entity.
3. 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 1-4 and 7 and the Tenderer will complete columns 5 and 6, and sign as indicated below.

## SCHEDULE OF ITEMS AND PRICES

<b>COAST INSTITUTE OF TECHNOLOGY</b>					
<b>ITEMS TO BE DISPOSED</b>					
<b>No</b>	<b>Item description</b>	<b>Unit of Issue</b>	<b>Total Qty</b>	<b>Reserve price(ksh)</b>	<b>Bid Price Ksh.</b>
	UPS	Pcs	10	200	
	Monitor	Pcs	2	200	
	Chest freezer	Pcs	1	5,000	
	Fondant kettles	Pcs		200	
	Curtains	Pcs	3	50	
	Curtain valance	Pcs	29	20	
	Table cloths	Pcs		10	
	Sufuria 10 litre	Pcs		200	
	Stew pan	Pcs	9	200	
	Blenders	Pcs		500	
	Conference chairs	Pcs	30	20	
	Charcoal jikos	Pcs	3	15 per kg	
	Tea Mugs	Pcs	78	30	
	Conference Chairs	Pcs	23	150	
	Preserve dish	Pcs	11	30	
	Water glasses	Pcs	9	20	
	Salt Shakers	Pcs	24	20	
	Serving spoons	Pcs	10	10	
	Coffee percolators	Pcs	6	50	
	Stew pan	Pcs	9	100	
	Blender/crasher	Pcs	2	500	
	Flasks (Thermos)	Pcs	3	20	
	Jerricans	Pcs	20	50	
	Zuku plate/Decorder	Pcs	1	15 per kg	
	DVD Machine	Pcs	1	50	
	Deep freezer (Sanyo)	Pcs	1	5,000	

	Sufuria (50 litres)	Pcs	1	400	
	Sufuria (15 litres)	Pcs	1	200	
	Hot pots	Pcs	6	100	
	Axe	Pcs	1	50	
	Melamine plates	Pcs	63	20	
	Tea Mugs	Pcs	22	20	
	Grater	Pcs	1	20	
	Tea Saucers	Pcs	47	20	
	Stainless steel Jug	Pcs	20	20	
	Stainless tea glasses	Pcs	129	20	
	Tea Urn	Pcs		200	
	Stapler (Heavy Duty)	Pcs	1	15 per kg	
	Stainless Kettle	Pcs	1	50	
	Plastic Jugs	Pcs	1	10	
	Conical strainer	Pcs	1	10	
	Skimmers	Pcs	1	10	
	Cutting knives	Pcs		10	
	Plastic chairs	Pcs		4	
	Wall clock	Pcs	13	200	
	Melamine plates	Pcs		20	
	Commercial blender	Pcs		500	
	Office chair	Pcs	3	200	
	Executive chair	Pcs	4	500	
	Stand fan	Pcs		200	
	Scissors	Pcs	1	10	
	Mixer	Pcs	1	15 per kg	
	Tuk tuk tyres	Pcs	7	100	
	Oven- firewood	Pcs	1	200	
	Wheelbarrows	Pcs	3	15 per kg	
	Rakes	Pcs	5	15 per kg	
	Jembes	Pcs	3	15 per kg	
	Sprinkles	Pcs	4	15 per kg	

	Panga	Pcs	1	15 per kg	
	Spade	Pcs	2	15 per kg	
	Watering Cans	Pcs	4	15 per kg	
	Pruning scissors	Pcs	13	15 per kg	
	Slashers	Pcs	16	15 per kg	
	Bathtubs	Pcs	3	15 per kg	
	Grass cutter Machine	Pcs	1	5,000	
	Extension Cable	Pcs	1	-	
	Roofing sheets 2m (Dumuzas G30)	Pcs	92	200	
	2.5m used corrugated roofing sheets	Pcs	19	200	
	3m used corrugated roofing sheets	Pcs	9	200	
	Used barbed wire and chain link	Pcs	150kg	15 per kg	
	4ft worn out fluoresceent fittings	Pcs	10kg	-	
	Scrape metal	Pcs	100kg	15 per kg	
	Hp Compaq DC5100MT (EP513ES)	Pcs	2	200	
	Desktop computers	Pcs	3	200	
	Mouse	Pcs	15	20	
	Keyboards	Pcs	5	20	
	CDRW Cases	Pcs	50	-	
	Tonner Cases	Pcs	8	-	
	Power supply unit	Pcs	3	15 per kg	
	TFT screen	Pcs	3	200	
	Beakers	Pcs		-	
	Burette	Pcs		-	
	Pipette	Pcs		-	
	Trough	Pcs		-	
	Reagent bottle	Pcs	1	-	
	Measuring Cylinder	Pcs	1	-	
	Conical flask	Pcs		-	
	Separating funnel	Pcs	3	-	

	Silver nitrate 25 gms	Pcs	1	-	
	Cupric sulphate 500gms	Pcs	1	-	
	Succinic acid 10gms	Pcs	5	-	
	Crystal violet 25gms	Pcs	5	-	
	Sodium hydroxide pellets 500gms	Pcs	4	-	
	Sodium benzoate 3/4 tin 100gms	Pcs		-	
	Zinc Meta 1250 gms	Pcs	2	-	
	Lead nitrate 3/4 tin	Pcs		-	
	Cupric oxide 500gms	Pcs	2	-	
	Potassium iodide 100gms	Pcs	1	-	
	Flash Disks	Pcs	3	-	
	Computer Keyboards	Pcs	2	20	
	Computer Mouse	Pcs	17	20	
	Computer Monitor	Pcs	2	200	
	Computer UPC	Pcs	3	200	
	Wall Fan	Pcs	2	200	
	Kettle	Pcs	3	200	
	Tyre	Pcs	7	500	
	Helmet	Pcs	1	500	
	Hard disk	Pcs	1	-	
	Screw driver 150mm		1		
	File		1		
	Engine dead-petrol		2	15 per kg	
	Engine dead-diesel		2	15 per kg	
	Pastoring compressor		1	15 per kg	
	Battery charge		1	15 per kg	
	Car battery 70AH		1	15 per kg	
	Thermometer – clinical		1	-	
	Tyre pressure gauge kit		1	200	
	Gas regulator(mig)		2	-	
	Hack saw frame		8	15 per kg	
	Welding goggles(gas)		2	-	

	Wirebrush		1	-	
	Blower		1	-	
	Car body file holder		6	100	
	Valve cleaner		1	-	
	Spray gun		4	15 per kg	
	Soldering iron		1	15 per kg	
	Scrapers		2	15 per kg	
	Blow lamp		3	200	
	Welding rod holder(electrical)		2	100	
	AC refrerator cylinder		3	200	
	Taper measure 5m		4	-	
	First aid box		1	-	
	Mop bucket metal		4	15 per kg	
	Brother printer		1	500	
	Canon printer		1	500	
	Desktop NEC powermate VL4		1	200	
	Desktop NEC N41BFGLF5L-4		1	200	
	Desktop NEC N41BFGLF5		1	200	
	Acer Veriton (PECND721F79310899)		1	200	
	Desktop-NEC powermate EVLA		1	200	
	Dell vestro 230 TR13		1	200	
	Dell vestro 230 8ntnw01		1	200	
	Printer HP 4500		1	500	
	Rechargable lambs		4	30	
	Pressure lambs		7	50	
	Basin s/s		2	20	
	Stamp pad		1	-	
	Repair and maintenance kit		2	15 per kg	
	2 tb hdd transcend		2	-	
	Laptop- hp company		1	500	
	External hard disk 1tb		2	-	

APC smart-UPS 3000va rack mount		1	15 per kg	
Notebook laptop		1	500	
Weighing scale big size		1	300	
Measuring jug		1	20	
Baking rack		7	15 per kg	
Data stamp		1	-	
HP- printer		1	200	
Stand fan		3	50	
Portable electric drill		2	15 per kg	
Hydraulic bending machine		1	15 per kg	
Electric water pump		1	15 per kg	
Curving machine		1	15 per kg	
Multi- drilling		1	15 per kg	
Machine CDM-34		1	15 per kg	
Masonry tools		3	15 per kg	
Roofing hammer		2	15 per kg	
Ball pen hammer		1	15 per kg	
Riveting tong HN2		2	15 per kg	
Spark lighter		1	-	
Engineering vice		2	15 per kg	
Mattresses		7	50	
Curtains		6	30	
Mosquito net		62	20	
Pillow		4	50	
Blankets		10	50	

## **SECTION IV - STANDARD FORMS**

### **Note on Standard Forms**

The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration 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**

To:.....  
.....

Date:.....  
Tender No.....

Gentlemen and/or Ladies:

1. Having examined the tender documents including addenda and having examined the items on sale, we the undersigned, offer to purchase and collect all the items offered to us 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 Items and Prices attached here with and made part of this Tender.

2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.

3. We agree to adhere by the tender price for a period of.....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature in the capacity of

Duly authorized to sign tender for and on behalf of \_\_\_\_\_



**Confidential Business Questionnaire Form**

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

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

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

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

**Part 1 – General**

Business

Name.....

Location of business Premises.....Plot No.....

Street/Road.....Postal Address .....Tel No.....

Nature of business..... Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any one time Kenya shillings..... (In words) .....

Name of your Bankers ..... Branch .....

**Part 2 (a) – Sole Proprietor or Individual**

Your Name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details (ID and or Passport Number) .....

Name.....and signature.....

**Part 2 (b) Partnership**

Given details of partners as follows:

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

1. ....

2. ....

3. ....

[Name, Designation and Signature of Tenders Representative in the Company]

Name .....

Designation.....

Signature and Company stamp or Seal.....

**Part 2 (c) - Registered Company (Private or Public)**

State the nominal and issued capital of company - Nominal Kshs.....

- Issued Kshs.....

Given details of all directors as follows:

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

1. ....

2. ....

3. ....

[Name, Designation and Signature of Tenders Representative in the Company]

Name .....

Designation .....

Signature and Company stamp or Seal.....

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,....., 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)

Bidder's Official Stamp





**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.....