



**COMMISSION FOR UNIVERSITY EDUCATION  
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WEBSITE: www.cue.or.ke**

**TENDER NO.CUE/TD/03/2023-2024:**  
**DISPOSAL OF BOARDED ASSETS “AS IS WHERE IS”**

**CLOSING DATE: TUESDAY 16<sup>TH</sup> APRIL 2024**

**CLOSING TIME: 12.00 NOON**

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## INVITATION TO TENDER

2<sup>nd</sup> April 2024

**Tender Ref No. CUE/TD/003/2023-2024**

**Tender Name: Tender for Disposal of Boarded Assets**

The Commission for University Education now invites sealed tenders from eligible candidates to purchase the Boarded Assets “**As is where is**”: -

Interested bidders may view the Tender documents and download at no cost from the commission website [www.cue.or.ke](http://www.cue.or.ke) or from the national Public Procurement Information Portal (PPIP) [www.tender.go.ke](http://www.tender.go.ke). **Bidders who download the documents should forward their contact details through e-mail (scm@cue.or.ke) in case there is need for clarifications.**

Bidders may also purchase the bid document from the Supply Chain Management office at the Commission at a non-refundable fee of **Kshs.1,000.00 payable through E-citizen** (Dial \*222#; Select **Make Payment**; Select **Enter Service Code** as **PCBT** for payment related to CUE’s Boarded items; Input Reference - Enter the name of the entity paying in relation to CUE’s boarded items and Enter amount to be paid) *If paying by MPESA, you will get a prompt to complete the transaction and if using other modes you will receive a text message from eCitizen which contains a link that provides other modes of payment.*

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (90) days from the closing date of the tender.

Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at Ground Floor of the Commission’s offices, Gigiri, Nairobi or be addressed to:-

**Commission Secretary/Chief Executive  
Officer, Commission for University Education  
P. O. Box 54999 –  
00200, Nairobi  
Red Hill Road, Off –Limuru Road**

so as to be received on or before **16<sup>th</sup> April 2024 at 12.00 noon.**

Tenders will be opened immediately thereafter in the presence of the candidates’ representatives who choose to attend at **Commission’s Boardroom** at the address given above.

**PROF.MIKE KURIA  
COMMISSION SECRETARY/CHIEF EXECUTIVE**

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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 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.
- 3.2 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 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 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. 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 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/evidence 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.

## **11. Deadline for Submission of Tenders**

Tenders must be received by the Procuring Entity at the address specified not later than **Tuesday 16<sup>th</sup> April 2024**

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with the law 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.

## **14 Opening of Tenders**

14.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend at **12:00 Noon on 16<sup>th</sup> April 2024** 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.

## **19 Canvassing/Contacting the Procuring Entity**

19.1 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.

19.2 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.

## **Appendix to Instructions to Tenderers**

### **Notes on the appendix to the Instructions to Tenderers.**

1. The Appendix to Instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clauses in the instructions to tenderers included in Section II and the appendix has to be prepared for each specific tender.
2. The procuring entity should specify in the appendix, information and requirements specific to the circumstances of the procuring entity, the procuring of the tender, the nature of items being sold and the evaluation criteria that will apply to the tender.
3. In preparing the appendix, the following aspects should be taken into consideration:
  - (a) the information that specifies and complements provisions of Section I to be incorporated
  - (b) amendments and or supplements if any, to provisions of Section I as necessitated by the circumstances of specific items to be also incorporated.
4. Section I should remain unchanged and can only be amended through the appendix.

## Appendix to Instructions to Tenderers

The following information for sale of boarded stores and equipment shall complement, supplement or amend, the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions Tenderers Reference	to <i>Particulars of appendix to Instructions to tenderers</i>
1.1	All interested bidders with the documents of registration (ID/Passport for individuals and Registration documents for Sole proprietors and companies.) Bidders <b>MUST</b> attach copies of these documents
3.1	Other forms include i) Self declaration Forms (SD1 and SD2) ii) Declaration and Commitment to code of ethics
8.1	Tenders shall remain valid for 90 days

## SECTION II - SCHEDULE OF ITEMS AND PRICES

### Notes on the 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 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.

LOT/NO/NAME	ITEM DESCRIPTION	NO./UNITS	RESERVE PRICE (KES)	REQUIRED DEPOSIT
<b>LOT 1</b>	Motor vehicle-Toyota Corolla KBJ 021U	1	<b>250,000.00</b>	<b>5%</b>
<b>LOT 2</b>	Motor vehicle-Toyota Corolla KAT 704X	1	<b>240,000.00</b>	<b>5%</b>
<b>LOT 4</b>	<b>Furniture (Chairs)</b>			
	High back chairs	26	<b>686,500.00</b>	2%
	Midback chairs	52		
	Low back chairs	3		
<b>LOT 5</b>	<b>Furniture (Others)</b>			
	Couches & sofa	6	<b>169,500.00</b>	2%
	Cabinets	1		
	Tables	5		
	Pedestals	2		
	Desks	9		
	Assorted curtain blinds	1		
	In-tray Out-tray stand	2		
<b>LOT 6</b>	<b>Electronics</b>			
	Cathode ray tube analog Sony Triniton Television 21 Inches	1	<b>61,000.00</b>	2%
	Digital Television Samsung 42 Inches. 68,000.00	1		
	Radio Panasonic Model No. RX-FT510	1		

LOT/NO/NAME	ITEM DESCRIPTION	NO./UNITS	RESERVE PRICE (KES)	REQUIRED DEPOSIT
	Blower black and decker	1		
<b>LOT 7</b>	Waste papers		<b>2/= per Kg</b>	-
<b>LOT 8</b>	Trees	6	<b>40,000.00</b>	-
<b>LOT 9</b>	Glass Panels toughened, 10mm thick (Assorted sizes)		<b>15,000.00</b>	-

The Deposit(s) are payable to the Account as detailed below;

**E-citizen** (Dial \*222#; Select **Make Payment**; Select **Enter Service Code** as **PCBT** for payment related to CUE's Boarded items; Input Reference - Enter the name of the entity paying in relation to CUE's boarded items and Enter amount to be paid) *If paying by MPESA, you will get a prompt to complete the transaction and if using other modes you will receive a text message from eCitizen which contains a link that provides other modes of payment.*

### **SECTION III - CONDITIONS OF TENDER**

- 3.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 3.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 3.3 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.
- 3.4 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the communication of the contract awards.
- 3.5 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.
- 3.6 Items tendered for below the reserve price will be retained by the procuring entity.

## **Appendix to conditions of tender**

The following information for sale of boarded stores and equipment shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

<b>Conditions of tender reference</b>	<b>Particulars of the appendix to Conditions of Tender</b>
3.2	<i>Tenderers shall pay a deposit as the % of the bid price as indicated in Section II</i>
3.6	<i>Commission for University Education has revealed all the Reserve prices</i>



## **SECTION IV       -       STANDARD FORMS**

### **Notes on Standard Forms**

- 4.1     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.

#### 4.1 Form of Tender

Date: \_\_\_\_\_ Tender

No. \_\_\_\_\_

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

*[name and address of procuring entity]*

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda.

Nos. ....[insert numbers]. The receipt of which is hereby duly acknowledged, 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 Prices attached herewith 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 abide by the tender 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 \_\_\_\_\_

## 4.2 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

### Part 1 – General

Business Name .....  
Location of business Premises .....  
Plot No. .... Street/Road .....  
Postal Address ..... Tel No. ....  
Nature of business .....  
Current Trade Licence No. .... Expiring date ..... (**Attach Copy**).  
Maximum value of business which you can handle at any one time Kshs .....  
Name of your bankers ..... Branch .....

### Part 2 (a) – Sole Proprietor

Your Name in full ..... Age .....  
..... Nationality .....  
  
Country of origin .....  
\* ..... Citizenship ..... details  
.....

	<p><b>Part 2 (b) Partnership</b></p> <p>Given details of partners as follows:</p> <table border="0"> <thead> <tr> <th></th> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	1	.....			2	.....			3	.....										
	Name	Nationality	Citizenship Details																						
1	.....																								
2	.....																								
3	.....																								
	<p><b>Part 2 (c ) – Registered Company</b></p> <p>Private ..... or ..... Public</p> <p>State the nominal and issued capital of company –</p> <p>Nominal Kshs. ....</p> <p>Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table border="0"> <thead> <tr> <th></th> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	1	.....			2	.....			3	.....			4	.....			5	.....		
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5	.....																								
<p>Date ..... Seal/Signature of Candidate .....</p>																									

#### 4.3 Tender deposit commitment Declaration Form

\*Tender No. (-----)

\*As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

LOT/NO/NAME	ITEM DESCRIPTION	TENDER PRICE (KES,)	DEPOSIT (KES.)	RECEIPT NO. AND DATE
LOT 1	Motor vehicle-Toyota Corolla KBJ 021U			
LOT 2	Motor vehicle-Toyota Corolla KAT 704X			
LOT 4	Furniture (Chairs)			
LOT 5	Furniture (Others)			
LOT 6	Electronics			
LOT 7	Waste papers			
LOT 8	Trees			
LOT 9	Glass Panels toughened, 10mm thick (Assorted sizes)			

Authorizing Official \_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(Date)

#### 4.4. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

4.5  
FORM RB  
1

**REQUEST FOR REVIEW FORM**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW  
BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN.....APPLIANTAND  
.....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...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax 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.
- etc.

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

- 1.
  - 2.
- etc

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**



## **4.6 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

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)

Bidder's Official Stamp

## 4.7 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 applicant/ Firm/Company.....

Date.....

**(Company Seal/ Rubber Stamp where applicable)**

Witness

Name.....

Sign.....