

TENDER NAME: PROPOSED DISPOSAL/SALE OF COMMERCIAL BUSINESS SPACES AT THE PIONEER AFFORDABLE HOUSING ESTATE IN ELDORET, UASIN GISHU COUNTY

TENDER NO. : AHB/DISPOSAL/02/2026-2027

ADVERTISED ON 20TH OCTOBER 2026

CLOSING DATE AND TIME: 10TH NOVEMEBR 2026 AT 11:00 AM

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TENDER DOCUMENTS FOR DISPOSAL

(1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name AFFORDABLE HOUSING BOARD

Address P.O. BOX 27521 – 00100 NAIROBI

Email address: info@affordablehousingboard.go.ke

(2) Invitation to Tender (ITT) No. AHB/DISPOSAL/02/2026-2027

(3) Tenderer's Name……

……

INVITATION TO TENDER

PROCURING ENTITY: **Affordable Housing Board**

CONTRACT NAME AND DESCRIPTION: PROPOSED DISPOSAL/SALE OF COMMERCIAL BUSINESS SPACES AT THE PIONEER AFFORDABLE HOUSING ESTATE IN ELDORET, UASIN GISHU COUNTY

1. The Affordable Housing Board now invites sealed tenders from eligible candidates to purchase proposed Business space At New Pioneer Estate Mall, Railway City, Eldoret.

2. Interested eligible candidates may obtain further information at the address provided below. Items will be sold as they are, without any encumbrances.

3. Interested tenderers may inspect the New Pioneer Estate Mall, Railway City, Eldoret site during office hours, Monday to Friday (8am to 5Pm).

4. A complete set of tender documents may be obtained by interested candidates by downloading from the website or 21st floor Prism towers,3rd Ngong Avenue.

5. Tenderers will **NOT** be required to pay in advance any deposit as indicated in the Appendix to Instructions to tenderers.

6. Completed tenders must be delivered to the address below on or before 10;00 Am on Tuesday 10th November 2026. Electronic Tenders shall **NOT** be permitted.

7. 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.

8. 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.

9. Late tenders will be rejected.

10. The addresses referred to above are:

    A. Address for obtaining further information, and for inspecting the goods to be sold.

Affordable Housing Board
P.O Box 27521-00100 Nairobi
3rd Ngong Avenue Prism Towers
Chief Executive Officer
Affordable Housing Board

B. Address for Submission of Tenders.

Affordable Housing Board
P.O Box 27521-00100 Nairobi.
Prism Towers, Third Ngong Avenue,21st Floor, Procurement Office.

C. Address for Opening of Tenders.

Affordable Housing Board
Prism Towers, Third Ngong Avenue,21st Floor, conference room.

[Authorized Official (name, designation, Signature and date)]

Name_____

_____

(*Official of the Procuring Entity issuing the invitation)*

Designation_____ Signature_

Date_____

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 thedocumentslistedbelowandanyaddendaissuedinaccordancewithclause 2.5 of these instructions to tenderers.

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

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

4 Clarification of Documents

4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

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

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

5 Amendment of Documents

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

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

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

6 Tender Prices and Currencies

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

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

6.3 The Price quoted shall be in Kenya Shillings.

7 Tender deposit

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

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

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

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

7.5 The tender deposit shall be forfeited:

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

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

8 Validity of Tenders

8.1 Tenders shall remain valid for 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.10. Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

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

9. Viewing of Tender Items

9.1 Prospective tenders are advised to view the items to be sold before tendering. This will enable them to arrive at the most reasonable and competitive tenders. Tenders are based on "AS WHERE IT IS AND THE CONDITION IT IS IN" and the conditions of the items are not guaranteed or warranted by the seller.

10. Sealing and Marking of Tenders

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

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

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

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

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…. (*day, date and time).*

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 Entityandtendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedead

lineasextended.

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 the Affordable Housing Board offices, located at the Prism Towers, 23rd floor, 3rd Ngong avenue, Nairobi. 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

The Deposit(s) have been made to the Account as detailed below (details to be completed by the Procuring Entity).

Name of Account Holder

_____

Name of the Bank

_____

_____Branch Name

_____ and City

_____ Account Number

_____ Code SWIFT

_____ Sort code

_____ Banking correspondent (If any)

_____ Name of Tenderer

_____ Name of Authorized official

_____ Signature

_____ Date

NO DEPOSIT IS REQUIRED AT THE BIDDING STAGE. HOWEVER, THE SUCCESSFUL BIDDER SHALL PAY 20% DEPOSIT UPON ACCEPTANCE OF THE LETTER OF OFFER.

SECTION III - CONDITIONS OF TENDER

1.1 A tenderer may tender for each item or each lot and may tender for as many items or lots she/she wishes.

1.2 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.

1.3 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.

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

1.5 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.

1.6 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

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.

INDIVIDUAL APPLICANTS FOR BUSINESS SPACE AT THE NEW PIONEER ESTATE MALL, RAILWAY CITY, ELDORET REQUIREMENTS

Individual Applicants who wish to apply for the Business space at New Pioneer Estate Mall, Eldoret, Uasin Gishu County Should Attach The following,

1. National Identification Card
2. Valid Tax Compliance Certificate
3. Duly Filled Application Form

1. Form of Tender

To:
…….....……
…….[*Name and address of Procuring Entity*]

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 FOR LOT……shop nos…….

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.

SCHEDULE OF COMMERCIAL SPACES FOR SALE AND LEASE AND PRICES

LOT 1: BLOCK A				
S/N	shop name	Reserve Price	Plinth Area (M^2)	QUOTED PRICE
1	AS004	1,000,000.00	13.97	
2	AS005	900,000.00	13.52	
3	AS006	900,000.00	13.64	
4	AS007	1,000,000.00	14.73	
5	AS008	1,100,000.00	15.31	
6	AS009	1,100,000.00	15.31	
7	AS010	1,100,000.00	15.31	
8	AS011	1,100,000.00	15.31	
9	AS012	900,000.00	13.64	
10	AS013	900,000.00	13.32	
11	AS014	900,000.00	13.65	
12	AS015	1,300,000.00	18.44	
13	AS016	1,700,000.00	24.6	

LOT 2: BLOCK C				
S/No	shop name	Reserve Price	Plinth Area (M^2)	QUOTED PRICE
1	CS004	1,000,000.00	13.97	
2	CS005	900,000.00	13.52	
3	CS006	900,000.00	13.64	
4	CS007	1,000,000.00	14.73	
5	CS008	1,100,000.00	15.31	
6	CS009	1,100,000.00	15.31	
7	CS010	1,100,000.00	15.31	
8	CS011	1,100,000.00	15.31	
9	CS012	900,000.00	13.64	
10	CS013	900,000.00	13.32	
11	CS014	900,000.00	13.65	
12	CS015	1,300,000.00	18.44	
13	CS016	1,700,000.00	24.6	

LOT 3: BLOCK G				
S/N	Shop Name	Reserve Price	Plinth Area (M²)	QUOTED PRICE
1	GS004	1,000,000.00	13.97	
2	GS005	900,000.00	13.52	
3	GS006	900,000.00	13.64	
4	GS007	1,000,000.00	14.73	
5	GS008	1,100,000.00	15.31	
6	GS009	1,100,000.00	15.31	
7	GS010	1,100,000.00	15.31	
8	GS011	1,100,000.00	15.31	
9	GS012	900,000.00	13.64	
10	GS013	900,000.00	13.32	
11	GS014	900,000.00	13.65	
12	GS015	1,300,000.00	18.44	
13	GS016	1,700,000.00	24.6	

LOT 4: BLOCK H				
S/N	shop name	Reserve Price	Plinth Area (M²)	QUOTED PRICE
1	HS004	1,000,000.00	13.97	
2	HS005	900,000.00	13.52	
3	HS006	900,000.00	13.64	
4	HS007	1,000,000.00	14.73	
5	HS008	1,100,000.00	15.31	
6	HS009	1,100,000.00	15.31	
7	HS010	1,100,000.00	15.31	
8	HS011	1,100,000.00	15.31	
9	HS012	900,000.00	13.64	
10	HS013	900,000.00	13.32	
11	HS014	900,000.00	13.65	
12	HS015	1,300,000.00	18.44	
13	HS016	1,700,000.00	24.6	

LOT 5: BLOCK L				
S/N	shop name	Reserve Price	Plinth Area (M²)	QUOTED PRICE
1	LS004	1,000,000.00	13.97	

2	LS005	900,000.00	13.52	
3	LS006	900,000.00	13.64	
4	LS007	1,000,000.00	14.73	
5	LS008	1,100,000.00	15.31	
6	LS009	1,100,000.00	15.31	
7	LS010	1,100,000.00	15.31	
8	LS011	1,100,000.00	15.31	
9	LS012	900,000.00	13.64	
10	LS013	900,000.00	13.32	
11	LS014	900,000.00	13.65	
12	LS015	1,300,000.00	18.44	
13	LS016	1,700,000.00	24.6	

LOT 6: BLOCK M				
S/N	shop name	Reserve Price	Plinth Area (M^2)	QUOTED PRICE
1	MS004	1,000,000.00	13.97	
2	MS005	900,000.00	13.52	
3	MS006	900,000.00	13.64	
4	MS007	1,000,000.00	14.73	
5	MS008	1,100,000.00	15.31	
6	MS009	1,100,000.00	15.31	
7	MS010	1,100,000.00	15.31	
8	MS011	1,100,000.00	15.31	
9	MS012	900,000.00	13.64	
10	MS013	900,000.00	13.32	
11	MS014	900,000.00	13.65	
12	MS015	1,300,000.00	18.44	
13	MS016	1,700,000.00	24.6	

LOT 7: BLOCK N				
S/N	shop name	Reserve Price	Plinth Area (M^2)	QUOTED PRICE
1	NS004	1,000,000.00	13.97	
2	NS005	900,000.00	13.52	
3	NS006	900,000.00	13.64	
4	NS007	1,000,000.00	14.73	
5	NS008	1,100,000.00	15.31	

6	NS009	1,100,000.00	15.31	
7	NS010	1,100,000.00	15.31	
8	NS011	1,100,000.00	15.31	
9	NS012	900,000.00	13.64	
10	NS013	900,000.00	13.32	
11	NS014	900,000.00	13.65	
12	NS015	1,300,000.00	18.44	
13	NS016	1,700,000.00	24.6	

LOT 8- PIONEER COMMUNITY CENTRE FOR LEASE ONLY				
	Shop Name	Reserve Price	Store Area (M^2)	QUOTED PRICE
Ground floor	Open space	27,000,000.00	378.00	
first floor	Open space	22,700,000.00	329.94	
Roof top	Open space	26,900,000.00	390.39	

LOT 9 – PIONEER CLUB HOUSE FOR LEASE ONLY				
	Shop Name	Reserve Price	Store Area (M^2)	QUOTED PRICE
Ground floor	Open space	21,000,000.00	305.53	
First floor	Open space	21,000,000.00	300.91	
Roof top	Open space	16,000,000.00	237.13	

Dated this……day of……2026

[*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……
……
LocationofbusinessPremises……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	Citizenship Details	Shares
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	Citizenship Details	Shares
1.	……			
2.	……			
3.	……			
4.	……			
5.	……		ETC.	

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

Name ……
Designation ……
Signature and Company stamp or
Seal……

Date ……

5. Tender deposit commitment Declaration Form

NO DEPOSIT IS REQUIRED AT THE BIDDING STAGE. HOWEVER, THE SUCCESSFUL BIDDER SHALL PAY THE 20% DEPOSIT UPON ACCEPTANCE OF THE LETTER OF OFFER.

Tender No. …… (*As per tender documents)*

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: -

(Signature)

(Date)

SELF-DECLARATION FORMS

FORM SD1

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

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory…….……

Sign…….……

Position…….……
…

Office address…….……

Telephone…….....

E-mail……

Name of the Firm/Company…….....

Date…….....……

(Company Seal/ Rubber Stamp where applicable)

Witness

Name…….....

…….

Sign…….....…

Date……...

LETTER OF NOTIFICATION OF AWARD – NOT TO BE FILLED BY THE BIDDER

[Letter head paper of the Procuring Entity]

[Date]

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

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

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

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

OFFERED ITEMS AND PRICES

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

Authorized Signature:
……
….

Name and Title of Signatory:
……

Name of Procuring
Entity……
…….

COPY OF THE LETTER OF NOTIFICATION OF AWARD - NOT TO BE FILLED BY THE BIDDER

(*To be signed by the Purchaser)*

[Letterhead paper of the Procuring Entity]

[Date]

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

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

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

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

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

OFFERED ITEMS AND PRICES

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

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Procuring Entity: .....

Officer(s) to be contacted

Name of Officer

Postal Address

Telephone Number

Email Address

Physical Address (City, Street, Building, Floor number and room number)

SIGNED BY THE PURCHASER

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

a) Return this letter signed within 14 days; or

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

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

Name of Purchaser

Authorized Signature:_____Date

Name and Title of Signatory

REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……. OF……..20……..

BETWEEN

…….. APPLICANT

AND

……RESPONDENT (Procuring Entity)

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

REQUEST FOR REVIEW

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

1.

2.

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

1.

2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on……day of ……...20……

SIGNED

Board Secretary