



## **UNIVERSITY OF EMBU**

### **SALE OF ASSORTED ASSETS UoEm /29/2019-2020**

**CLOSING DATE: 1<sup>ST</sup> APRIL, 2020 AT 11.00 AM**

## **SECTION I - INVITATION TO TENDER**

**Tender No: UoEm /29/2019-2020**

**Tender Name: SALE OF ASSORTED ASSETS**

- 1.1 The **University of Embu** now invites sealed tenders from eligible candidates to purchase **Assets**.
- 1.2 Interested eligible candidates may obtain further information and document from the University website ; [www.embuni.ac.ke](http://www.embuni.ac.ke)
- 1.3 **Viewing will be on 27<sup>th</sup> March ,2020 (OPTIONAL)**
- 1.4 Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box at **University of Embu, P. O. Box 6-60100 Embu, Embu-Meru Road or be addressed to the, Vice Chancellor, University of Embu** on or before **1<sup>st</sup> April, at 11.00 AM**
- 1.6 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend.

**NOTE:**

1. **UNIVERSITY OF EMBU DOES NOT LEVY ANY FEES IN ORDER TO AWARD TENDERS.**

**The Vice Chancellor,  
University Of Embu**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

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## **SECTION II - INSTRUCTION TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.

### **2.2 Cost of Tendering**

- 2.2.1 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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

### **2.3 The Tender Document**

- 2.3.1 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 price
  - (iv) Conditions of Tender
  - (v) Form of tender
  - (vi) Confidential Business questionnaire Form

(vii) Tender Commitment Declaration Form

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of

2.3.3 The tender will be at the tenderer's risk and may result in the rejection of its tender.

**2.4. Clarification of Documents**

2.4.1 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.

2.4.2 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.

2.4.3 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.

**2.5 Amendment of Documents**

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

2.5.2 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.

2.5.3 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.

## **2.6 Tender Prices and Currencies**

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract

2.6.2 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

2.6.3 The Price quoted shall be in Kenya Shillings.

## **2.7 Tender deposit**

2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.

2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.

2.7.3 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.

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

2.7.5 The tender deposit may 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 bid price.

## **2.8 Validity of Tenders**

2.8.1 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.

2.8.2 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 thereto 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.

## **2.9 Viewing of Tender Items**

2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the procuring entity before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS WHERE IS CONDITION and the conditions of the items are not warranted by the seller.

## **2.10 Sealing and Marking of Tenders**

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and **“DO NOT OPEN BEFORE 1<sup>st</sup> APRIL, 2020 at 11.00am.**

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

2.10.22.11.1. Tenders must be received by the Procuring entity at the address specified not later than **1<sup>st</sup> APRIL, 2020 at 11.00am.**

2.11.2 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.

## **2.12 Modifications And Withdrawals Of Tenders**

### **2.12.1 Modification of tenders**

2.12.1.1 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.

2.12.1.2 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 but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.12.1.3 No tender may be modified after the deadline for submission of tenders

### **2.12.2 Withdrawals and tenders**

2.12.2.1 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

## **2.13 Opening of Tenders**

2.10.3 The Procuring entity will open all tenders on **1<sup>st</sup> April 2020 at 11.00am** and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.13.2 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.

2.13.3 The Procuring entity will prepare minutes of the tender opening.



## **2.14 Clarification of tenders**

2.14.2 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.

2.14.3 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.

## **2.15 Evaluation and Comparison of Tenders**

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, 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.

2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.

2.15.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## **2.16 Award Criteria**

2.16.1 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 evaluated tender, subject to the reserves price.

## **2.17 Notification of Award**

2.17.2 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.

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

## **2.18 Contacting the Procuring entity**

2.18.1 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.

2.18.2 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.

## **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 II to be incorporated
  - (b) amendments and or supplements if any, to provisions of Section II as necessitated by the circumstances of specific items to be also incorporated.
4. Section II 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 to Tenderers Reference	<i>Particulars of appendix to Instructions to tenderers</i>
2.1.1	<i>Indicate eligible tenderers</i>
2.8.1	<i>Indicate tender validity</i>

*(Complete as necessary)*

## **SECTION III - SCHEDULE OF ITEMS AND PRICES**

### **LIST OF ITEMS FOR DISPOSAL IN LOT NUMBERS AND RESERVE PRICES**

#### **Lot 1: Newspapers**

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>Unit</b>	<b>QTY</b>	<b>Condition</b>	<b>Reserve Price (Kshs)</b>	<b>Bidders Quote per lot</b>
1.	Old Newspapers	Kgs	48	Old	960.00	

#### **Lot 2 : ICT and Electrical Items**

<b>S/NO</b>	<b>ITEM DESCRIPTION</b>	<b>Unit</b>	<b>QTY</b>	<b>Condition</b>	<b>Reserve Price (Kshs)</b>	<b>Bidders Quote Per lot</b>
1.	Office Printer-Laserjet Pro2050d	Pc	1	Unserviceable	1000.00	
2.	4 Burner electric oven	Pc	1	Unserviceable		
3.	Electric Vegetable cutter	Pc	1	Unserviceable		
4.	Paper Shredder	Pc	1	Unserviceable		
5.	Monitor	Pc	1	Unserviceable		
6.	CPU Unit	Pc	1	Unserviceable		
7.	Potato Peeler	Pc	1	Unserviceable		
8	Two Burner Ramtoms Gas Cooker- RG/515,Made In China	Pc	1	Unserviceable		

#### **Lot 3: Jerricans and Water Bottles**

	<b>ITEM DESCRIPTION</b>	<b>Unit</b>	<b>Quantity</b>	<b>Condition</b>	<b>Reserve Price (Kshs)</b>	<b>Bidder quote per lot</b>
1.	Water Bottles -500g	Kgs	13	Faulty	22,500.00	
2.	Jericans (20 Litres)	Pcs	450	Empty		

**Lot 4; Furniture and Plumbing Materials**

<b>S/N O</b>	<b>ITEM DESCRIPTION</b>	<b>Unit</b>	<b>QT Y</b>	<b>Condition</b>	<b>Reserve Price</b>	<b>Bidder Quote per Lot</b>
1.	Broken Chairs consisting of fabric sitting and leaning pads and mild steel and/or chrome	Pcs	51	Unserviceable	2,870.00	
2.	Ditto but with plastic sitting pads	Lot	1	Broken		
4.	Broken mild steel gutters	Lot	1	Broken		
5.	Assorted faulty chain link	Lot	1	Broken		
6.	3'' PVC Pressure bend	Pcs	48	New and in good condition		
7.	4'' GI Sockets	Pcs	17	New and in good condition		
8	1 1/2, '' PVC Pressure Tee	Pcs	5	New and in good condition		

BIDDER'S SIGNATURE.....

BIDDERS TELEPHONE NUMBER.....

**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.

**UNIVERSITY OF EMBU**

**General Information**

Tenderers Name: .....
Postal Address: ..... Town.....
Telephone (Office): ..... Mobile.....
Email Address.....
Physical Address: .....
I.D NO/Passport NO.....
Contact Person & Mobile.....

**Part A:**

1. Duly stamped and signed Tender bid document should be obtained from the website [www.embuni.ac.ke](http://www.embuni.ac.ke)
2. The bidder must duly complete the confidential business questionnaire and the Code of Ethics
3. Potential bidders are advised to inspect the items and verify the condition at the respective venues before they bid their prices.
4. The items shall be sold as is where is to the highest bidder.
5. Successful bidders shall be given **14 days** from the date of award to pay for the items and remove them from the university premises.
6. Viewing will take place on **27<sup>TH</sup> March, 2020 from 10.00 am to 4.00 pm.**

#### **SECTION IV - CONDITIONS OF TENDER**

- 4.1 A tenderer may tender for each item or each lot and may tender for as many items or lots as he/she wishes.
- 4.2 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.
- 4.3 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.
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the communication of the contract awards.
- 4.5 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.
- 4.6 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.



## **Appendix to Conditions of Tender**

### **Notes on appendix to Conditions of tender**

1. The clauses in the appendix to conditions of tender are intended to assist the procuring entity in procuring specific information in relation to corresponding clauses in the conditions of tender.
2. The Provisions of the appendix complement the conditions of tender included in Section IV. In preparing the appendix, the following aspects should be taken into consideration;
  - (a) information that complement provisions of Section IV to be incorporated
  - (b) Amendments and or supplements to provisions of Section IV, as necessitated by the circumstances of the specific items of sale must also be incorporated.
  - (c) Section IV should remain unchanged and can only be amended through the appendix.

## 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.

Conditions of tender reference	<i>Particulars of the appendix to Conditions of tender</i>
4.5	<i>Indicate storage charge</i>

*(Complete as necessary)*

## **SECTION V - STANDARD FORMS**

### **Notes on Standard Forms**

- 5.1 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.

**5.1 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 \_\_\_\_\_

## 5.2 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

<p>Part 1 – General</p> <p>Business Name .....</p> <p>Location of business Premises .....</p> <p>Plot No. .... Street/Road .....</p> <p>Postal Address ..... Tel No. ....</p> <p>Nature of business .....</p> <p>Current Trade Licence No. .... Expiring date .....</p> <p>Maximum value of business which you can handle at any one time Kshs .....</p> <p>Name of your bankers ..... Branch .....</p>
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	<p>Part 2 (a) – Sole Proprietor</p> <p>Your Name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>* Citizenship details .....</p>																														
	<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....					
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	<p>Part 2 (c) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company –</p> <p style="padding-left: 40px;">Nominal Kshs. ....</p> <p style="padding-left: 40px;">Issued Kshs. ....</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....	5.	.....	.....	.....	.....
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<p>Date ..... Seal/Signature of Candidate .....</p> <p>.....</p>																															

### **5.3 CODE OF ETHICS**

#### **THE CODE OF ETHICS FOR PERSONS PARTICIPATING IN PUBLIC PROCUREMENT AND ASSET DISPOSAL ACTIVITIES IN KENYA**

##### **PART I STATEMENT OF INTENT**

This Code of Ethics is made pursuant to the provisions of section 181 of the Public Procurement and Asset Disposal Act, 2015 and is intended to set minimum standards of ethical behavior for persons participating in public procurement and asset disposal activities in Kenya and to ensure compliance with the Act and the Regulations and the adoption of good business practices.

##### **1. SCOPE OF APPLICATION.**

The Code of Ethics shall apply to persons participating in public procurement or disposal of public assets

##### **2. OBJECTIVE OF THE CODE.**

The objective of the Code is to set minimum standards of ethical behavior for persons to ensure compliance with the Act and the Regulations and the adoption of good business practices.

##### **3. COMMITMENT TO THE CODE**

A person shall sign and commit to this Code in the form set out in the First Schedule to this Code and submit to the procuring entity as part of the bid documents.

##### **PART II—REQUIREMENTS OR OBLIGATIONS**

##### **4. COMPLIANCE WITH THE CONSTITUTION, LAWS AND REGULATIONS**

A person participating in public procurement and asset disposal activities shall, among others, comply with the Constitution, the Act and its attendant regulations, this Code of Ethics, rules and practices relating to ethics and integrity, and other laws related to taxation, labour, health and safety standards as well as environmental protection.

##### **5. PROFESSIONALISM**

- a) A person participating in public procurement and asset disposal activities shall comply with professional standards of their industry or of any professional body of which they are members.
- b) Where that person is a member of a professional body, the person shall uphold the code of ethics of the respective profession and be of good professional standing.
- c) A person who has been de-registered from a professional body shall not qualify for a tender or be engaged in public procurement.

##### **6. ETHICS AND INTEGRITY**

A person shall at all times maintain unquestionable standards of ethics and integrity in the public procurement and disposal process.

##### **7. COURTESY AND RESPECT**

A person participating in public procurement and disposal process shall accord respect and courtesy to the public officer(s) and other persons in all their dealings.

##### **8. IMPARTIALITY**

A person shall not engage in any act that may promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment in the public procurement or disposal proceeding.

##### **9. GIFTS, FAVORS AND OTHER BENEFITS**

A person shall not offer or give gifts of any kind to public entities or the employees except as may be authorized by law, regulations, policies and codes of conduct from time to time issued by the Authority or any other relevant agencies.

## **10. PROHIBITION AGAINST CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND UNETHICAL PRACTICES**

A person shall not —

- (a) contact, unduly influence or exert pressure on any member of a committee or any other employee, agent of a procuring entity to take a particular action which favors or tends to favor them;
- (b) engage in any form of corruption, collusive, coercive and or unethical practices;
- (c) engage in, nor be a party to, agreements, business practices or conduct that, as a matter of law, are anti-competition; or
- (d) directly or indirectly engage in any act that may interfere or have adverse effects on the procurement or disposal proceeding.

## **11. Conflict of interest and limitation to enter into contract**

(i) A person shall not enter into a contract with a procuring entity if the person —

- (a) is an employee of the procuring entity or a member of a board or committee of the procuring entity;
- (b) is a State officer or public officer or a member of a committee or board of that state organ or public entity, or an officer of that public entity or state organ; or
- (c) has not satisfied eligibility requirements outlined in section 55 of the Act.

(ii) A person shall not accept a contract whose performance would constitute a conflict of interest arising from any other previous or the subject contract.

- (iii) A person shall disclose any potential or actual conflict of interest to a procuring entity using a format provided in the bid document.

## **12. PERFORMANCE OF DUTIES**

(i) A person shall—

- (a,) sign and commit to Code of Ethics in a tender, proposal or quotation submitted and failure to commit to the Code of Ethics shall lead to automatic disqualification;
- (b) obtain and submit bid documents in the manner prescribed in the tender or disposal notice and tender documents;
- (c) ensure that certified copies of all mandatory documents required in procurement or disposal proceeding such as certificates are availed; and
- (d) supply the right quantity and quality of the contracted item, deliver at the stipulated time(s) and perform the obligations of the contract.

(ii) A person shall —

- (a) ensure that competent persons carry out the contractual obligations of the person; and
- (b) accept full responsibility for all goods, works, services which have been provided.

## **13. COMMUNICATION OF INFORMATION**

A person shall —

- (a) observe communication requirements during the bidding process as provided for in the Act, Regulations, tender documents and practices;
- (b) respond promptly and courteously to all lawful requests for information, clarifications, and complaints in relation to the procurement or a contract;
- (c) ensure that all information provided to procuring entities is given in writing by authorized officers of the person; and

- (d) ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead the procurement entity or the public.

#### **14. DUTY TO DISCLOSE BUSINESS INFORMATION**

A person shall at the times of bidding, provide a list of directors, beneficial owners and any other relevant information regarding the business entity through which the person seeks to trade with a procuring entity as may from time be provided in the bid document.

#### **15. DUTY NOT TO GIVE FALSE, MALICIOUS OR MISLEADING INFORMATION**

A person shall not give false, malicious or misleading information to a procuring entity, Authority or any other entity regarding any matter involving the procurement or disposal process or a person involved in the procurement or disposal process.

#### **16. CONFIDENTIALITY OF INFORMATION**

- (i) A person shall not disclose any information obtained in the course of participation or performance of a procurement or disposal contract to any unauthorized person or use such information to further private interests.
- (ii) The obligation under paragraph (i) shall continue even after the business or contractual relationship with the procuring entity has come to an end.

#### **17. DUTY TO REPORT IMPROPRIETY OR CORRUPTION**

- (i) A person shall reject and report to the Authority or the relevant agency any procurement or disposal practice which might be deemed to contrive the Constitution, laws, regulations and this Code.
- (ii) The report referred to under paragraph (i) shall be in the format prescribed under the Second Schedule.

### **PART III—COMPLIANCE AND MONITORING OF THE CODE**

#### **18. COMPLIANCE WITH THE CODE**

A person shall at all times ensure compliance with all the requirements of this Code.

#### **19. STRUCTURES FOR EMPLOYEES AND AGENTS**

A person shall put in place proper structures for its employees and agents that are in line with the Act, Regulations and this Code.

#### **20. CO-OPERATION IN CONDUCTING OF DUE DILIGENCE**

A person shall cooperate and assist in conducting of due diligence, where a procuring entity conducts on-site evaluations and inspections of the person's facilities or project site, including those of their subcontracts and Joint Venture partners to review their compliance to this Code during execution of the Contract.

#### **21. THE ROLE OF THE AUTHORITY IN ENFORCEMENT OF THE CODE**

- a) exercise oversight in the enforcement of this Code. Including taking remedial measures in case of breach of the Code;
- b) on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and take appropriate action including instituting debarment proceedings as provided under the Act and Regulations;
- c) establish a complaints management system for reporting and receiving of complaints on alleged violations of the Constitution, relevant laws, Regulations and the Code of Ethics.

#### **22. PROHIBITION AGAINST OBSTRUCTION, HINDERANCE, ETC, TO AN OFFICER OF THE AUTHORITY**

A person shall not —



- (a) obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal laws; or
- (b) knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement and disposal laws.

**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**  
**COMMITMENT TO THE CODE OF ETHICS (to be submitted as part of any quotation or tender or proposal)**

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 and 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.....

Sign .....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date .....

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

Witness Name.....

Sign.....

Date.....

**5.4 Tender deposit commitment Declaration Form – (NOT APPLICABLE)**

\*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:-

ITEM No. or Lot No.	Item Description	Deposit Kshs.	Receipt No. and Date

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

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

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

**5.5 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

## 5.6 REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA**  
**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...

**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...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

**SIGNED**  
**Board Secretary**