



**GEOHERMAL DEVELOPMENT  
COMPANY LIMITED**

**GDC/SC/OT/027/2016-2017**

**TENDER FOR SALE OF BOARDED SCRAP  
METAL, USED TYRES AND ICT  
EQUIPMENT & CONSUMABLES**

**CLOSING DATE AND TIME: 1<sup>ST</sup> NOVEMBER, 2016 at 2.00Pm**

**Geothermal Development  
Company Ltd  
P.O. Box 100746-00101  
NAIROBI  
Website: [www.gdc.co.ke](http://www.gdc.co.ke)**

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**SECTION I      INVITATION TO TENDER**  
**DATE \_\_\_\_\_**

**TENDER REF NO.      GDC/SC/OT/027/2016-2017**  
**TENDER NAME        SALE OF SCRAP METAL , USED TYRES AND ICT**  
**EQUIPMENT & CONSUMABLES**

Geothermal Development Company Limited (GDC) invites sealed tenders for Sale of **Scrap Metal, Used Tyre & ICT Equipment and Consumables** whose specifications are detailed in the Tender Documents.

Interested eligible candidates may obtain further information and inspect the tender document from the office of Manager, Supply Chain at Kawi House Office, located at South C Bellevue, Off Mombasa Road, Red Cross Road between 9.00am and 4.00pm during weekdays. An electronic copy of the tender document may be obtained by interested firms upon payment of a non-refundable fee of Kshs. 1000 payable to our accounts office in cash or bankers cheque.

The document can also be viewed and downloaded from the website [www.gdc.co.ke](http://www.gdc.co.ke) or <http://supplier.treasury.go.ke> free of charge or at no cost. Bidders who download the tender document from the website MUST forward their particulars immediately for records and any further tender clarifications and addenda

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

Prices quoted should be inclusive of Vat, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.

The completed tenders in plain sealed envelopes clearly marked with Tender No. and Tender reference name; shall be addressed to:

The Managing Director,  
Geothermal Development Company  
P.O Box 100746-00101  
NAIROBI, KENYA

And deposited in the tender box at Kawi House Office Ground floor located at South C Bellevue, Off Mombasa Road, Red Cross Road, Not later than **1<sup>st</sup> November 2016 at 2.00pm (1400hrs.)**

Tenders will be opened immediately thereafter in the presence of the tenderers' or their representatives who choose to attend at GDC Kawi House Board Room.

Late tenders will not be accepted.

MANAGER, SUPPLY CHAIN

## **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/= or free of charge for bidders that download from GDC/IFMIS Portal.
- 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 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 120 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> November, 2016 at 2:00 pm.**

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

2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **1<sup>st</sup> November, 2016 at 2:00pm**

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**

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at **1<sup>st</sup> November, 2016 at 2.00Pm** and in the location specified in the invitation to tender.

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

2.13.3 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.

2.13.4 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.

*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.*

<b>Instructions to Tenderers Reference</b>	<b>Particulars of appendix to Instructions to tenderers</b>
2.1.1	The tender is eligible to all interested candidates
2.2.2	<p>An electronic copy of the tender document may be obtained by interested candidates upon payment of a non-refundable fee of <b>Kshs. 1000</b> payable to our accounts office in cash or bankers cheque.</p> <p>The document can also be viewed and downloaded from the website <a href="http://www.gdc.co.ke">www.gdc.co.ke</a> or <a href="http://supplier.treasury.go.ke">http://supplier.treasury.go.ke</a> <b>free of charge or at no cost.</b> Bidders who download the tender document from the website must forward their particulars immediately for records and any further tender clarifications and addenda</p>
2.4.1	<p>A prospective tenderer requiring any clarification of the tender document may notify GDC in writing (email in PDF format or by facsimile) at the following address:</p> <p>to: - Manager, Supply Chain Geothermal Development Company Limited, Kawi House, South C Bellevue ,Off Mombasa Road, Red Cross Road P.O. Box 100746 – 00101 NAIROBI, KENYA E-mail: <a href="mailto:procurement@gdc.co.ke">procurement@gdc.co.ke</a> <a href="mailto:dkyaka@gdc.co.ke">dkyaka@gdc.co.ke</a> and <a href="mailto:pkapto@gdc.co.ke">pkapto@gdc.co.ke</a></p>

	<b>NB:</b> Any request for clarification must be in the firm's letterhead, signed and must be in reference to the specific parts of the tender document properly numbered
2.5.2	GDC will respond in writing (e-mail in PDF format) to any request for clarification received at least seven (7) days prior to the deadline for the submission of tenders
2.7.1	The tenderer shall furnish, as part of its tender, a tender deposit of 25% of the total purchase of each schedule quoted for which must be enclosed in the tender document in the form of a copy of GDC cash receipt. The deposit <b>MUST</b> be deposited before the tender closing date at any GDC finance office located in Nairobi, Naivasha or Nakuru Office.
2.8.1	The tender validity period is <b>120 days</b> from the date of tender opening. A tender valid for a shorter period shall be considered non-responsive and shall be rejected
2.9.1	Interested bidders must view and assess the conditions of the items they intend to buy as GDC do not warrant these. Viewing of the items will be done on (Monday to Friday between 9 am to 4 pm) during working hours at the Company's Nakuru Industrial area Go-down stores off the Nakuru – Kabarak Road.  <b>NB:</b> All arrangements for travelling and accommodation shall be the responsibility of the tenderer. Each tenderer shall complete the certificate of tenderers visit and sign the attendance register.
2.10.1	The tenderers shall prepare <b>an original</b> and two (2) copies of the tender.
2.13.2	The tender Closing date is on; <b>1<sup>st</sup> November, 2016 at 2.00pm</b>
2.15.1	At the preliminary evaluation stage, the following mandatory requirements that determines a bidder's responsiveness will be assessed :- a) Tender deposit as clause 2.7.1 above b) Confidential Business Questionnaire (CBQ) c) Copy of Company or Firm's Registration/Incorporation Certificate or bidders Identity Card d) Copy of Valid Tax Compliance Certificate at the time of tender opening. The compliance shall be verified from KRA tax checker e) Mandatory Site Visit Clearance Certificate/Viewing

	<p>Certificate</p> <p>f) Declaration of Undertaking not to engage in corrupt practices</p> <p><b>NB:</b> Bidders who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further at the financial evaluation stage</p>
2.15.2	<p><b>Financial Evaluation</b></p> <p>The bids will be evaluated on the bid price and payment terms. No correction of errors shall be done</p> <p><b>The firm achieving the highest evaluated cost subject to the reserve price will be recommended for award</b></p>
2.16.1	<p>The highest bid price per item will be awarded.</p> <p><b>NB:</b> The scrap metal will be awarded to the bidder quoting the highest unit price. The total weight of the scrap metal will be verified by the awarded bidder at its own costs.</p>

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

**SCHEDULE A-USED TYRES**

<b>Lot No</b>	<b>Item Description</b>	<b>Unit of Issue</b>	<b>Total Quantity</b>	<b>Unit Price Kshs.</b>	<b>Total Tender Price Kshs.</b>	<b>Deposit Kshs.</b>
1.	Tyres 12R 22.5	Pieces	103			
	16.9-28 backhoe	Pieces	2			
	14.00R24 grader	Pieces	2			
	255/7R15	Pieces	219			
	205/65R15	Pieces	5			
	7.50-16	Pieces	105			
	195R15	Pieces	15			
	10.00-20R8.0 Fork lift	Pieces	4			
	235/70R16	Pieces	1			
	265/70R16	Pieces	7			
	205/75R17.5	Pieces	1			
	9.5R17.5	Pieces	11			
	12.00R20	Pieces	146			
	10.00 R20	Pieces	4			
	265/65 R17	Pieces	12			
	315/80R22.5	Pieces	1			
	235/60R16	Pieces	16			

Authorized official \_\_\_\_\_

Name

Signature

\_\_\_\_\_ Date



**SCHEDULE B- USED ICT EQUIPMENT AND CONSUMABLES**

<b>Lot No</b>	<b>Item Description</b>	<b>Unit of Issue</b>	<b>Total Quantity</b>	<b>Unit Price Kshs.</b>	<b>Total Tender Price Kshs.</b>	<b>Deposit in Kshs.</b>
2	Ups Batteries	Each	80			
	Scanner	Each	1			
	ETR Machine	Each	1			
	Projector machine	Each	3			
	Computer Keyboard	Each	13			
	Mouse	Each	10			
	Telephone Headsets	Each	49			

Authorized official \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SCHEDULE C: SCRAP METAL**

<b>Lot No</b>	<b>Item Description</b>	<b>Unit of Issue</b>	<b>Approximate Total Quantity</b>	<b>Unit Price in Kshs.</b>	<b>Total Tender Price Kshs.</b>	<b>Deposit in Kshs.</b>
3	Scrap Metal	KG	45210			

**NB:** The awarded bidder will verify the total weight of the items and payment made based on this weight.

Authorized official \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **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 items or lots 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

*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>
4.2	A deposit of 25% of the purchase price must be enclosed in the tender document in the form of a copy of a GDC cash receipt.
4.5	Items purchased must be removed immediately on full payment and not later than fourteen (14) days from the date of the award. Failure to remove the items after the seven days period, the items will attract storage charges of Kshs. 1000 per day for a period of five (5) days. Items not collected after this period will revert to GDC and the bidder will forfeit the amount paid to the company.

## **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. Failure to complete any of these forms will lead to the disqualification of the tenderer.

**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>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> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	1	.....	.....	.....	.....	2	.....	.....	.....	.....	3	.....	.....	.....	.....					
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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 Declaration of Undertaking

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the Public Procurement & Disposal Act 2015

We also underscore the importance of adhering to the law in the implementation of the project.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country.

We also declare that our company/sub-contractors/ all members of the consortium has/have not been debarred to engage in procurement/ included in the list of sanctions.

We acknowledge that, the client is entitled to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

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

(Name of company)

(Signature(s))



### 5.4 Tender deposit commitment Declaration Form

\*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.	Cash Receipt No. and Date

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

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

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