



**KENYA PLANT HEALTH INSPECTORATE SERVICE HEADQUARTERS (KEPHIS)**

**TENDER DOCUMENT**

**FOR**

**TENDER FOR DISPOSAL OF BOARDED MOTORVEHICLES AT KENYA PLANT HEALTH  
INSPECTORAE SERVICE HEAD QUARTERS.**

**TENDER NO. KEPHIS/T/01/2025-2026**

**CLOSING/OPENING DATE –23<sup>rd</sup> FEBRUARY, 2026 AT 10.30AM**

## SECTION I: INVITATION TO TENDER

### DISPOSAL OF BOARDED MOTORVEHICLES AT KENYA PLANT HEALTH INSPECTORATE SERVICE HEAD QUARTERS.

**TENDER NO: KEPHIS/T/01/2025-2026**

**DATE: 30<sup>th</sup> January, 2026.**

The Kenya Plant Health Inspectorate Service invites sealed tenders for disposal of boarded motor vehicles at Kenya Plant Health Inspectorate Head Quarters.

A detailed breakdown of the requirements can be obtained in the schedule of requirements/price schedule stipulated in this bid document.

S/N	Tender No	Item Description	Eligibility	Closing Date & Time
1	KEPHIS/T/01/2025-2026	Disposal of boarded motor vehicles at Kenya Plant Health Inspectorate Service headquarters.	Open	23 <sup>rd</sup> February 2026 at 10:30 AM.

Bid document with conditions may be obtained electronically free of charge from [www.kephis.go.ke](http://www.kephis.go.ke) or [www.tenders.go.ke](http://www.tenders.go.ke)

Interested candidates may obtain further information from the Procurement Entity through [supplies@kephis.org](mailto:supplies@kephis.org)

Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and shall remain valid for (120) days from the closing date of the tender.

All pages including any attachments should be paginated.

Two completed tender documents duly marked as “ORIGINAL” and “COPY” enclosed and sealed in separate envelopes and inserted in an outer envelope should be submitted with the tender number clearly marked and addressed to;

**The Managing Director  
Kenya Plant Health Inspectorate service  
P. O. Box 49592 00100 GPO Nairobi**

The sealed envelopes should be deposited in the tender box situated at the KEPHIS Headquarters offices to be received on or before 23<sup>rd</sup> February 2026 at 10.30 am.

Bidders who have downloaded the tender documents from the website shall immediately email their contact details (phone number, email, and company name) to: [supplies@kephis.org](mailto:supplies@kephis.org) for records and communication of any tender clarifications and in case of any addenda.

Late Tenders, incomplete Tenders, Tenders not received, Tenders not opened at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

Tenders will be opened immediately thereafter on the closing date in the presence of the tenderer’s representatives who choose to attend the tender opening in the Meeting Room.

**THE MANAGING DIRECTOR  
KENYA PLANT HEALTH INSPECTORATE SERVICE**

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

### **2.1. Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all individuals or institutions eligible as prescribed in the PPADA 2015.

2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices

2.1.3 The KEPHIS'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 be Kshs. 1,000/= if obtained from the KEPHIS office and free for download.

2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **2.3 Contents of Tender Document**

2.3.1 The tender documents comprise the documents listed below, and 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) Price Schedule.
- (v) General Condition of the Tender
- (vi) Standard Forms.

2.3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers' risk and may result in the rejection of its tender.

## 2.4 Clarification of Tender Documents

- 2.4.1 A Candidate making inquiries of the tender documents may notify the Procuring entity by post, fax or by email at the procuring 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 seven (7) days prior to the deadline for the submission of the 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 candidates who have received the tender documents.
- 2.4.2 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.
- 2.4.3 Preference were allowed in the evaluation of tenders shall not exceed 15%.

## 2.5 Amendment of Tender Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2 All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment 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 Language of Tenders

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## 2.7. Documents Comprising the Tender

- 2.7.1 The tender prepared by the tenderer shall comprise the following components:
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.8, 2.9 and 2.10 below.
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted.

## 2.8. Form of Tender

- 2.8.1 The tenderer shall complete the Tender Form, and the Price Schedule furnished in the tender documents, indicating the services to be provided.

## 2.9. **Tender Prices**

2.9.1 The tenderer shall indicate on the form of tender and the appropriate Price Schedule the unit prices and total tender price of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the items quoted including all applicable taxes.

2.9.3 Prices quoted by the tenderer shall remain fixed during the tender validity period unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to paragraph 2.20.5

### 2.10. Tender Currencies

2.10.1 Prices shall be quoted in Kenya Shillings

## 2.11. **Tenderers Deposit**

2.11.1 *The tenderer shall put a deposit of for every item bidded for in the amount indicated in the schedule of items and prices.*

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

2.11.3 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 KEPHIS.

2.11.4 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.

2.11.5 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.

## 2.12. **Validity of Tenders**

2.12.1 Tenders shall remain valid for 120 days after the date of tender opening pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.12.2 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 security provided under paragraph 2.12 shall also be suitably extended. A tenderer granting the request will not be required nor permitted to modify its tender.

## 2.13 **Viewing of Tender Items**

2.13.1 Prospective bidders are advised to view the vehicles at KEPHIS HQ before they bid for them. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS IS WHERE IS CONDITION and the conditions of the items are not warranted by the seller.

## 2.14. **Format and Signing of Tenders**

2.14.1 The tenderer shall prepare an original and a copy of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall prevail.

2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialled by the person or persons signing the tender.

2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.

## 2.15 Sealing and Marking of Tenders

2.15.1 The tenderer shall seal the original and the copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL TENDER” and “COPY OF TENDER”. The envelopes shall then be sealed in an outer envelope.

### 2.15.2 **The inner and outer envelopes shall:**

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender IN 1.4.
- (b) bear tender number and name in the invitation to tender and the words, “DO NOT OPEN BEFORE (23<sup>rd</sup> February 2026)

2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

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

2.16.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.15.2 not later than (23<sup>rd</sup> February 2026).

2.16.2 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 candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16.3 Bulky tenders which will not fit the tender box shall be received by the procuring entity as provided for in the appendix.

## 2.17. **Modification and Withdrawal of Tenders**

2.17.1 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.

2.17.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.

## **2.18. Opening of Tenders**

2.18.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 23<sup>rd</sup> February 2026 at the KEPHIS's Conference Room. The tenderers' representatives who are present shall sign a register evidencing their attendance

2.18.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.18.3 The Procuring entity will prepare minutes of the tender opening, which will be submitted to tenderers that signed the tender opening register and will have made the request.

## **2.19 Clarification of Tenders**

2.19.1 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.

2.19.2 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.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures, the amount in words will prevail

2.20.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 2.20, the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations the Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## 2.21. **Conversion to single currency**

2.21.1 Where other currencies are used, the Procuring entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

## 2.22. **Evaluation and Comparison of Tenders**

2.22.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The Procuring entity's evaluation of a tender will consider, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.3.

(a) operational plan proposed in the tender;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract

2.22.3 Pursuant to paragraph 2.22.2. the following evaluation methods will be applied.

(a) Operational Plan

(i) The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

(b) Deviation in payment schedule

(i) Tenderers shall state their tender price for the payment on schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Procuring entity may consider the alternative payment schedule offered by the selected tenderer.

2.22.4 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

## 2.23. **Contacting the Procuring entity**

2.23.1 Subject to paragraph 2.19 no tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time of award.

2.23.2 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 Tenderers' tender.

## 2.24 Post-qualification

2.24.1 The Procuring entity will verify and determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.24.2 The determination will take into account the tenderer financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.11.2, as well as such other information as the Procuring entity deems necessary and appropriate

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## 2.25 Award Criteria

2.25.1 Subject to paragraph 2.29 the Procuring entity will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.25.2 To qualify for contract awards, the tenderer shall have the following: -

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- (d) Shall not be debarred from participating in public procurement.

## 2.26. Procuring entity's Right to accept or reject any or all Tenders

2.26.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action. If the Procuring entity determines that none of the tenders is responsive, the Procuring entity shall notify each tenderer who submitted a tender.

2.26.2 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.3 A tenderer who gives false information in the tender document about his or her qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## 2.27 Notification of Award

2.27.1 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.

2.27.2 The notification of award will signify the formation of the contract subject to the signing of the contract between the tenderer and the procuring entity pursuant to clause 2.9. Simultaneously the other tenderers shall be notified that their tenders were not successful.

2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29 the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

## 2.28 Corrupt or Fraudulent Practices

2.28.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

2.28.2 The Procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question

2.28.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information for the disposal of boarded motor vehicles shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever 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</b>	<b>Particulars of appendix to instructions to tenderers</b>
2.1 (Eligible tenderers)	The tender is open to all eligible Citizen Contractors
2.2.2 (Cost of Tender)	The cost of the tender documents shall be Kshs1,000.00 per set of the tender document when issued from our office and download for free.
2.10 (Tender Currency)	The Tender Currency shall be Kenyan Shillings

2.11 (Tenderers Deposit)	<p>Bidders MUST pay deposit per lot(s) or item bidding for, this MUST be paid through below bank account,</p> <p><b>Bank- KCB</b>  <b>Branch- KAREN</b>  <b>Account Name- KEPHIS Account Number - 1108285430.</b></p>
2.12 (Validity of tenders)	The tender validity is 120 days from the date of submission
2.13 (Viewing of Tender items)	The viewing of the items will be at KEPHIS Headquarters, located along Oloolua Ridge, off Ngong Road, during working days from 9 A.M. to 4 P.M.
2.16 (Deadline for Submission of Tenders)	<p>Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the Tender box provided at KEPHIS Headquarters.</p> <p><b>The Managing Director  Kenya Plant Health Inspectorate service  P. O. Box 49592 00100 GPO Nairobi</b></p> <p>Bulky tenders shall be submitted at KEPHIS Managing Director's, and Must be registered BEFORE 10.30 am on 23<sup>rd</sup> February 2026.</p>
2.18 (Opening of tenders)	The tender shall be opened on 23 <sup>rd</sup> February 2026 at 10.30 am
2.22 (Evaluation Criteria)	<p><b>The following will form part of evaluation criteria and MUST be submitted:</b></p> <p>a) <b>Copy of Certificate of Incorporation/Registration for companies and copy of national Identification Card for individuals.</b></p> <p>b) <b>Duly completed, signed and stamped below forms:</b></p> <ol style="list-style-type: none"> <li>i. <b>Dully filled &amp; signed form of Tender</b></li> <li>ii. <b>Filled and signed Confidential Business Questionnaire.</b></li> <li>iii. <b>Duly completed, signed and stamped price schedule in the prescribed format.</b></li> <li>iv. <b>The tender documents must be serialized and paginated appropriately in the format of 1, 2, 3, 4.....</b></li> <li>v. <b>original bank deposit slip (tender deposit) for items selected.</b></li> <li>vi. <b>Must provide details of Email, Telephone, Physical and Postal address of the firm or individual residential area.</b></li> <li>vii. <b>Valid Tax Compliance Certificate.</b></li> </ol> <p>Tenders that shall be found not to have met the requirements in the above areas shall be non-responsive and rejected.</p>

	<p>The successful tender will be the one that is compliant to the above conditions and has quoted the highest price subject to reserve price.</p> <p>In case two or more tenderers tie, KEPHIS will invite those tenderers to come and ballot to determine the winner.</p>
2.24 (Post-Qualification)	<p>KEPHIS may carry out post qualification evaluation through sites and verification of information provided.</p>

**SECTION III – SCHEDULE OF BOARDED MOTOR VEHICLES AT KEPHIS HEADQUARTERS.**

<b>S/N</b>	<b>ITEM DESCRIPTION.</b>	<b>Reg No</b>	<b>LOCATION</b>	<b>Qty</b>	<b>Deposit Required</b>	<b>Reserve Price</b>
1	Ford Ranger	KBN 564 E	KEPHIS HQ	1	10,000	320,000
2	Suzuki Vitara	KBG 010C	KEPHIS HQ	1	10,000	195,000
3	Suzuki Vitara	KBG 012 C	KEPHIS HQ	1	10,000	232,760

Name of Tenderer.....

Name of Authorized official.....

Signature.....

Date .....

**SECTION IV – PRICE SCHEDULE**

No.	Item Description for Disposal	Quantity of Items	Unit of issue	Reserve Unit Price per Lot	Deposit Per Item in (Kshs)	Number of Items (N)	Offered Price per Item Kshs(Q)	Total Amount Kshs (=NxQ)	Deposit Per Item in (Kshs)
1	Ford Ranger (KBN 564 E)	1	Pcs	320,000	10,000				
2	Suzuki Vitara (KBG 010 C)	1	Pcs	195,000	10,000				
3	Suzuki Vitara (KBG 012 C)	1	Pcs	232,760	10,000				

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

Signature \_\_\_\_\_

Date \_\_\_\_\_

Official Stamp where applicable

## **SECTION V - GENERAL CONDITIONS OF TENDER**

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

5.2 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.

5.3 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.

5.4 Tenderers who will not be awarded contracts will be refunded the deposits twenty (21) days after notification of the communication of the contract awards.

5.5 Tenderers will be required to collect the items they have paid for within Seven (7) days after making the payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.

**SECTION VI - STANDARD FORMS.**

**TENDER RESPONSIVENESS CRITERIA**

The submission of the following standard documents will be evaluated in the determination of tender responsiveness.

**Note:**

Only bidders who meet the above requirements will proceed to financial evaluation. The Notification of award will be awarded to the highest bidder on each item.

**6.1 FORM OF TENDER**

To:

Name and address of procuring entity

Date

Tender No.

Tender Name

Gentlemen and/or Ladies: -

1. Having examined the Tender documents including Addenda No. (Insert numbers) ..... the receipt of which is hereby duly acknowledged, we the undersigned, offer to provide Disposal Services under this tender in conformity with the said Tender document for the sum of .....[T 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 provide the Disposal Services in accordance with the conditions of the tender.

3. We agree to abide by this 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. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract between us subject to the signing of the contract by both parties.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**6.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Must be filled by all applicants or Tenderers' who choose to participate in this tender)

Name of Applicant (s).....

You are requested to give the particulars in Part1 and either Part 2 (a), 2(b) or 2(c), which ever applies to your type of business. Part 2(d) to part 2(i/j) must be filled. You are advised that giving wrong or false information on this Form will lead to automatic disqualification/termination of your business proposal at your cost.

**Part 1 – General**

Business Name.....Certificate of Incorporation  
/Registration No.....Location of Business premises:  
Country.....Physical address.....  
Town..... Building.....  
Floor..... Plot No.....  
Street/Road.....Postal Address.....  
Postal/Country Code..... Telephone No's.....  
Fax No's.....E-mail address.....  
Website.....  
Contact Person (Full Names) ..... Direct/Mobile  
No's.....  
Title.....  
Power of Attorney (Yes/No) If Yes, attach written document.  
Nature of Business (Indicate whether manufacturer, distributor, etc) .....

(Applicable to Local suppliers only)

Local Authority Trading License No.....Expiry Date.....  
Value Added Tax No .....  
Value of the largest single assignment you have undertaken to date (USD/KShs)  
..... Was this successfully undertaken? Yes/No..... (If Yes, attach  
reference)  
Name(s) of your banker(s).....  
Branches.....Tel. No's.....

**Part 2 (a)–Sole Proprietor (if applicable)**

Full names.....  
Nationality.....Country of Origin.....  
Company Profile.....(Attach brochures or annual reports in case of public company)

Part2 (b)–Partnerships (if applicable) Give  
details of partners as follows:

Full Names Nationality Citizenship Details Shares

- 1. ....
- 2. ....

Company Profile.....N/A..... (Attach brochures)

Part2 (c)–Registered Company (If applicable)

Private or public.....

Company Profile.....(Attach brochures or annual reports in case of public companies)

State the nominal and issued capital of the Company

Nominal KShs..... Issued

KShs.....

List of top ten (10) shareholders and distribution of shareholding in the company. Give details of all Directors as follows:-

Full Names Nationality Citizenship Details Shares

- 1.....
- 2.....

Part 2(d)– Debarment

I/We declare that I/We have not been debarred from any procurement process and shall not engage in any fraudulent, corrupt, coercive and obstructive acts with regard to this or any other tender by any public or private institutions.

Full Names.....

Signature.....

Dated this.....day of.....2024.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

Part 2(e) – Bankruptcy/Insolvency/receivership.

I/We declare that I/We have not been declared bankrupt or insolvent by the competent Authorities in Kenya and neither are we under receivership:

Full Name.....

Signature.....

Dated this.....day of.....2024.

In the capacity of.....

Duly authorized to sign Tender for and on behalf of.....

Part 2(f)– Criminal Offence I/We, (Name(s) of Director(s)):-

- a).....
- ...
- b).....
- .....

Have not been convicted of any criminal offence relating to professional conduct or the making of false statements or misrepresentations as to its qualifications to enter into a procurement contract within a period of three (3) years preceding the commencement of procurement proceedings.

Signed.....

For and on behalf of

M/s..... In the capacity

of.....

Dated this.....day of

.....2024. Suppliers’/Company’s Official Rubber

Stamp.....

Part2(g) – Conflict of Interest

I/We, the undersigned state that I/We have no conflict of interest in relation to this procurement:

- a).....
- b).....

For and on behalf of M/s .....

In the capacity of .....

Dated this .....day of.....2024

Suppliers’/Company’s Official Rubber Stamp.....

Part2(h) – Interest in the Firm:

Is there any person/persons in KEPHIS or any other public institution who has interest in the Firm?

Yes/No

..... (Delete as necessary) Institution.....

.....

(Title) (Signature) (Date)