

# THE JOMO KENYATTA FOUNDATION



THE  
JOMO KENYATTA  
FOUNDATION  
*Educational Publishers*

## TENDER DOCUMENT

**TENDER NO: JKF/ D/02/2024-2025**

**FOR**

**SALE OF PUBLISHING RIGHTS BY PUBLIC TENDER**

Name of Tenderer: .....

Postal Address: .....

Telephone Number: .....

E-mail Address: .....

Physical Address: .....

**DATED: 24/03/2025**

**CLOSING: Tuesday 15/04/2025 AT 11.30 A.M**

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# INVITATION TO TENDER

PROCURING ENTITY: **THE JOMO KENYATTA FOUNDATION**

CONTRACT NAME AND DESCRIPTION: **SALE OF PUBLISHING RIGHTS**

1. THE JOMO KENYATTA FOUNDATION now invites sealed tenders from eligible candidates to purchase assets.
2. Interested eligible candidates may obtain further information at the address provided below. Items will be sold as they are, without any encumbrances.
3. Interested tenderers may inspect the assorted assets to be sold during office hours “AS WHERE IT IS AND THE CONDITION IT IS IN” [Starting from **Wednesday 26th March, 2025 to Friday, 11th April, 2025 between 10.00am - 3.00pm daily**- excluding Public holiday)
4. Viewing/ verification of the Assets shall be done at JKF offices as indicated in the tender documents between **Wednesday 26th March, 2025 to Friday, 11th April, 2025 between 10.00am - 3.00pm daily during office hours 0900 to 1500hour at THE JOMO KENYATTA FOUNDATION Dennis pritt road-Caledonia, Milimani area, Nairobi.**
5. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of KShs. 1,000.00. Payment should be made to the Cashier at the Accounts Department at THE JOMO KENYATTA FOUNDATION (JKF) in cash or Banker's Cheque and payable to the address given below. Tender documents may be viewed and downloaded for free from the website <https://www.tenders.go.ke> or [www.jkf.co.ke](http://www.jkf.co.ke) Tenderers who download the tender document must forward their particulars immediately to [info@jkf.co.ke](mailto:info@jkf.co.ke) to facilitate any further clarification or addendum. **Tender documents obtained electronically will be free of charge.**
6. Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
7. Completed tenders must be delivered in plain sealed envelopes clearly marked on top with the Tender Reference and Description should be deposited in the Tender

The Managing Director  
THE JOMO KENYATTA FOUNDATION (JKF)  
Dennis pritt road-Caledonia, Milimani area  
P. O. Box 30533-00100, NAIROBI.

so as to be received on or before on or before **Tuesday 15th April, 2025 at 11.30 Am.**

Physical address for hand Courier Delivery to an office and dropped in the Tender Box located at Reception

## **8. Electronic Tenders will not be permitted.**

9. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for the period to be determined by the Procuring Entity from the closing date of the tender.
10. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below as given in physical address.

A. Address for obtaining further information and for purchasing tender documents (<https://www.tenders.go.ke>) and /or THE JOMO KENYATTA FOUNDATION (JKF) website; [www.jkf.co.ke](http://www.jkf.co.ke) under “Tenders” portal respectively.

(1) Name of Procuring Entity: THE JOMO KENYATTA FOUNDATION (JKF)

1) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

The Managing Director

THE JOMO KENYATTA FOUNDATION (JKF)

Dennis pritt road-Caledonia, Milimani area

P. O. Box 30533-00100, NAIROBI.

2) Insert name, telephone number and e-mail address of the officer to be contacted. Manager, Supply Chain & Logistics

**Telephone;** +254-723286993

**Email;** [info@jkf.co.ke](mailto:info@jkf.co.ke)

**B. Address for Submission of Tenders.**

1) Name of Procuring Entity: The Jomo Kenyatta Foundation

2) Postal Address: P.O.BOX 30533-00100 Nairobi

3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

The Managing Director

THE JOMO KENYATTA FOUNDATION (JKF) Dennis pritt road-Caledonia, Milimani area

P. O. Box 30533-00100, NAIROBI.

**C. Address for Opening of Tenders.**

1) Name of Procuring Entity: The Jomo Kenyatta Foundation

2) Physical address for the location: Nairobi, Dennis pritt road-Caledonia, Milimani area, Reception

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

Name, Mr. David K. Mwaniki

Designation: Managing Director

Signature: .....

Date: .....

## TERMS OF REFERENCE FOR THE SALE OF PUBLISHING RIGHTS

**1. BACKGROUND:** The Jomo Kenyatta Foundation (JKF) was established by the Government of Kenya (GOK) in 1966 as a company limited by guarantee and having no share capital for the sole object of “advancing education and relief of poverty and distress of the public in East Africa”. The core business of the JKF is publishing and provision of scholarships.

The changes in operating market conditions coupled with the various legal, policy and institutional reforms affecting the public sector in general and the education sector in particular necessitated a re-evaluation of the Company’s mandate. Subsequently, the Government has designated JKF as a strategic entity to coordinate and manage bursaries and scholarships across the country. This change stems from the recommendations of the Presidential Working Party on Education Reforms, released in August 2023, which proposed the establishment of the Kenya Basic Education Bursaries and Scholarship Council as JKF’s successor. In line with these reforms, JKF has been restructuring and gradually phasing out its publishing operations, which have now officially ended as the Company prepares for dissolution.

JKF is undertaking the sale of reproduction and distribution (publishing) rights for its publications through an open tender. The purpose of this Terms of Reference (ToR) is to guide interested bidders on the conditions and expectations for participation in the bidding process.

**2. OBJECTIVES:** The primary objective of this sale is to transfer the publishing rights of JKF’s Competency-Based Curriculum (CBC) course books, secondary school course books, readers, tertiary and reference materials to qualified publishers. This will ensure continuity in the publication and distribution of these educational materials.

**3. SCOPE OF SALE:** The sale includes a total of 508 titles under the following categories:

- Competency-Based Curriculum course books for PP1-Grade 8
- Course books for Secondary School (8-4-4 curriculum)
- Readers
- Tertiary materials
- Reference Materials

**4. ELIGIBILITY CRITERIA:** To qualify for participation, bidders must meet the following requirements:

- Must have been engaged in publishing for a minimum of five (5) years.
- Must be ready to accept the transfer of JKF authors to their publishing houses under similar publishing contracts. The bidder to provide a statement guaranteeing this transfer.
- Must bid for the Learner’s Book and the corresponding Teacher’s Guide for all course books if both are listed in the schedule of requirements. Where a Teacher’s Guide is not listed, JKF will provide the qualifying bidder with a Teacher’s Guide free of charge.

Bidders are encouraged to bid for all books in a series to ensure continuity and coherence in publication.

### 5. TERMS OF THE SALE

- The sale will be executed through a one-off payment arrangement.

### 6. SUBMISSION REQUIREMENTS:

 Interested bidders are required to submit the following documents:

- Company profile demonstrating at least five years of publishing experience.
- A financial proposal outlining the bid price for each publication.
- Proof of past performance in the publishing industry.
- A detailed plan for the continued publication and distribution of the acquired rights.

### 7. SELECTION CRITERIA

 The selection of bidders will be based on:

- Compliance with eligibility criteria.
- Financial capability and offer price.
- Demonstrated capacity to publish and distribute educational materials.
- Commitment to maintaining author agreements under the same terms as JKF.

### 8. GENERAL CONDITIONS

- JKF reserves the right to accept or reject any bid without obligation to provide reasons.
- The successful bidders will enter into agreements with JKF to formalize the transfer of publishing rights.
- JKF shall provide print-ready digital copies of the title(s) to the successful bidders.
- The publisher purchasing the Rights will be at liberty to continue using the JKF imprint in order to sustain sales.

## 5. Amendment of Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

## 6. Tender Prices and Currencies

- 6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the item it proposes to purchase under the contract.
- 6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 6.3 The Price quoted shall be in Kenya Shillings.

## 7. Tender deposit

- 7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices
- 7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.
- 7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible as but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the Procuring Entity.
- 7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tender will be required to pay the tender price less the deposit security.
- 7.5 The tender deposit shall be forfeited:
  - a) If a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity.
  - b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the tender price.

## 8. Validity of Tenders

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

## 9. Viewing of Tender Items

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

## **10. Sealing and Marking of Tenders**

- 10.1 The Tenderer shall deliver the Tender in a single, sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single outer envelope the Tenderer shall place another sealed envelope containing the list of and prices of the items tendered for and addressed as follows.
- a) Bear the name and address (including telephone number and email) of the Tenderer;
  - b) Bear the name and Reference number of the Tender;
  - c) Bear the name and address of the Procuring Entity; and
  - d) Attach a payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.
- 10.2 If all envelopes are not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender, or failure to contact the tenderer in case of advice on the status of the tender or refund of deposit. Tenders that are misplaced or opened prematurely will not be accepted.

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

- 11.1 Tenders must be received by the Procuring Entity at the address specified not later than

**Tuesday 15th April, 2025 at 11.30 Am.**

- 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.

## **12. Modification of tenders**

- 12.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 12.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 12.3 No tender may be modified after the deadline for submission of tenders

## **13. Withdrawals and tenders**

- 13.1 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

## **14 Opening of Tenders**

- 14.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend on **Tuesday 15th April, 2025 at 11.30 Am. at THE JOMO KENYATTA FOUNDATION Offices, Dennis pritt road. Milimani-Caledonia area- reception area**  
The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 14.2 The tenderers' names, tender modifications or withdrawals, tender prices, and the presence or absence of requisite tender deposit and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.
- 14.3 The Procuring Entity will prepare minutes of the tender opening.

## **15. Clarification of tenders**

- 15.1 To assist in the examination, evaluation and comparison of tenders the Procuring Entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.
- 15.2 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.

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

- 16.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether the tenderer has fulfilled the eligibility criteria, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non-responsive, will be rejected by the Procuring Entity.
- 16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 16.3 The Procuring Entity will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## **17. Award Criteria**

- 17.1 The Procuring Entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest tendered price, subject to the reserve price.

## **18. Notification of Intention to enter into a Contract/Notification of Award**

- 18.1 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.
- 18.2 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

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

- 19.1 No tenderer shall contact the Procuring Entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 19.2 Any effort by a tenderer to influence the Procuring Entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.



## EVALUATION CRITERIA

A	<b>PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT</b>	<b>Mandatory</b>
1.	Submit a Copy of Certificate of Registration/Incorporation for a company and or National ID for Individual applicant	<b>Mandatory</b>
2.	Copy of Current KRA Tax Compliance Certificate for Registered/ Incorporated company	<b>Mandatory</b>
3.	Must duly fill, and Sign the Form of Tender in the Format provided <b>(Form 1)</b>	<b>Mandatory</b>
4.	Must duly fill, sign and stamp Confidential Business Questionnaire Form indicating the names of all the shareholders/Directors <b>(Form 2)</b>	<b>Mandatory</b>
5.	Must duly fill sign and Stamp Tender deposit commitment Declaration Form <b>(Form 3)</b>	<b>Mandatory</b>
6.	Must duly Complete the Self-Declaration Form - Sign and Stamp <b>(Form 4)</b> and <b>Must Fill the Declaration and Commitment to the Code of Ethics. (Form 5)</b>	<b>Mandatory</b>
7.	Must duly fill the schedule appendices of the items & prices in the format provided in the tender document for their quote	<b>Mandatory</b>
8.	Bidder Must Deposit cash equivalent to <b>5% of</b> the reserve price as indicated in appendices to THE JOMO KENYATTA FOUNDATION Accounts. Attach a copy of the Deposit Slip to the Tender Document submitted as a proof.	<b>Mandatory</b>
9.	Must be ready to accept the transfer of JKF authors to their publishing houses under similar publishing contracts. The bidder to provide a statement guaranteeing this transfer.	<b>Mandatory</b>
10.	Registration with the Kenya publishers Association for the past 5 (five) years- Must have been engaged in publishing for a minimum of five (5) years.	<b>Mandatory</b>
11.	Must duly fill the Beneficial ownership information (BOI)	<b>Mandatory</b>
12.	Bidders should have their documents paginated consistently to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format 1,2,3,4.....to the last page).	<b>Mandatory</b>
<i>Pursuant to Section 80 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Financial Evaluation Stage.</i>		
1.	<b>FINANCIAL EVALUATION</b> The Highest evaluated Tender will be recommended for award for each lot/item	

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

**SCHEDULE OF ITEMS AND PRICES – For this section, please refer to appendices 1, 2 & 3 attached separate.**

1	2	3	4	5	6	7	8
Item No.	Description of Item	Unit of Issue	Total Quantity	Reserve Price	Unit price (KSH)	Total Tender Price (Inclusive of VAT)	Required Deposit (5% of quoted cost PER ITEM)

### **APPENDIX 1-CBC TITLES**

1							
2							
TOTAL FOR APPENDIX 1							

### **APPENDIX 2-SECONDARY SCHOOL TITLES**

1							
2							
TOTAL FOR APPENDIX 2							

### **APPENDIX 3 – READERS/TERTIARY & GENERAL TITLES**

1							
2							
TOTAL FOR APPENDIX 3							

***NOTE: The sale will be executed through a one-off payment arrangement and the firm achieving the highest evaluated total cost per Item shall be recommended for award.***

#### **Note to interested tenderers:**

- The successful bidders will enter into agreements with JKF to formalise the transfer of publishing rights.
- JKF shall provide print-ready digital copies of the title(s) to the successful bidders.
- Viewing of the items shall be done Starting from Wednesday 26th March, 2025 to Friday, 11th April, 2025 between 10.00am - 3.00pm daily- excluding Public holiday)At the THE JOMO KENYATTA FOUNDATION Offices Dennis pritt road. Milimani-Caledonia area.
- Tenderers are required to make full payment of awarded items and collect them within 30 days after award.
- Tenderer shall be responsible for collection of all awarded items from JKF.

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

Name of Account Holder: THE JOMO KENYATTA FOUNDATION (JKF)

Name of the Bank: KENYA COMMERCIAL BANK (KCB)

Branch Name: MOI AVENUE and City: NAIROBI

Account Number 1107087449

Code SWIFT KCBLKENX and Bank code: 01100

Banking correspondent (If any) –Pay bill 522522

Name of Tenderer \_\_\_\_\_ Name of Authorized official \_\_\_\_\_

Signature \_\_\_\_\_ Stamp and Date: .....

Name of Tenderer\_\_\_\_\_

Name of Authorized official\_

Signature\_\_\_\_\_Date \_\_\_\_\_

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

- 1.1 A tenderer may tender for each item or each lot and may tender for as many items or lots she/she wishes.
- 1.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item or lot tendered for as indicated in the schedule of items and prices.
- 1.3 Tenderers who will be awarded contracts will be required to pay for the items after 14 days and not later than 21 days. Failure to which the contract award will be cancelled and the deposit forfeited. If there is an administrative review, the review procedures shall be followed.
- 1.4 Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.
- 1.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment, failure to which storage charges will be charged as indicated in the appendix to Conditions of Tender.
- 1.6 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

## **SECTION IV - STANDARD FORMS**

### **Note on Standard Forms**

The form of tender, the confidential business questionnaire form and the tender deposit commitment declaration form must be completed by the tenderers and returned with the tender. Failure to complete any of these forms will lead to the disqualification of the tenderer.

**FORM 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 and having examined the items on sale, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of.....  
[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Items and Prices attached here with and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.
3. We agree to adhere by the tender price for a period of....[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

**SCHEDULE OF ITEMS AND PRICES**

1	2	3	4	5	6	7	8
Item No.	Description of Item	Unit of Issue	Total Quantity	Reserve Price	Unit price	Total Tender Price (Inclusive of VAT)	Required Deposit (10% of quoted cost PER LOT)
1							
2							
3							
4							
5							

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

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

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

## **FORM 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.

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form

### **Part 1 – General**

Business Name.....  
Location of business Premises.....Plot No.....  
Street/Road.....Postal Address.....Tel No.....Nature  
of business.....Current Trade License  
No.....Expiring date.....  
Maximum value of business which you can handle at any one time Kenya  
shillings..... (In words).....  
Name of your Bankers ..... Branch .....

### **Part 2 (a) – Sole Proprietor or Individual**

Your Name in full ..... Age .....  
Nationality ..... Country of origin .....  
Citizenship details (*ID and or Passport Number*).....  
Name.....and signature.....

### **Part 2 (b) Partnership**

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. ....			
2. ....			
3. ....			

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

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

### **Part 2 (c) - Registered Company (Private or Public)**

State the nominal and issued capital of company - Nominal Kshs.....  
- Issued Kshs.....

Given details of all directors as follows:

Name	Nationality	Citizenship Details	Shares
1. ....			
2. ....			
3. ....			
4. ....			
5. ....			
ETC.			

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

Name .....

Designation .....

Signature and Company stamp or Seal.....

Date .....



**FORM 3: 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 per lot	Deposit (Kshs.)	Receipt No. and Date
1			
2			
3			
4			
5			

Authorizing Official \_\_\_\_\_  
(Name)

Designation \_\_\_\_\_  
(Signature)

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

## **FORM 4: SELF-DECLARATION FORMS**

### **FORM SD1**

#### **SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

I,....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company) who is a Bidder in respect of **Tender No.** ..... for ..... (Insert tender title/description) for ..... (Insert name of the Procuring entity) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

FORM SD2

**SELF-DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I, .....of P. O. Box ..... being a resident of.....  
..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of.....  
..... (*Insert name of the Company*) who is a Bidder in respect of **Tender No.**..... for  
..... (*Insert tender title/description*) for..... (*Insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(*name of the procuring entity*).
4. THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Bidder's Official Stamp

## **FORM 5: DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....Telephone.....

E-mail.....

Name of the Firm/Company..... Date.....

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

Witness

Name.....

Sign..... Date.....

## LETTER OF NOTIFICATION OF AWARD

[Letter head paper of the Procuring Entity] [Date]

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

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

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

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

### **OFFERED ITEMS AND PRICES**

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

## COPY OF THE LETTER OF NOTIFICATION OF AWARD

(To be signed by the  
Purchaser) [Letterhead paper  
of the Procuring Entity]  
[Date]

To: [name and address of the Purchaser]

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

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

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

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

### **OFFERED ITEMS AND PRICES**

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring

Entity:.....

### ***Officer(s) to be contacted***

Name of \_\_\_\_\_ of \_\_\_\_\_ Officer

Postal \_\_\_\_\_ Address

---

Telephone \_\_\_\_\_ Number \_\_\_\_\_

---

email \_\_\_\_\_ Address \_\_\_\_\_

---

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

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***SIGNED BY THE PURCHASER***

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

- a) Return this letter signed within 14 days; or
- b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

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

Name of Purchaser \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
*Name and Title of Signatory*

# REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

## PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

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

### REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

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

**SIGNED**

**Board Secretary**



## ANNEX 1: SITE SURVEY FORM



THE  
JOMO KENYATTA  
FOUNDATION  
*Educational Publishers*

REF NO: TENDER NO: JKF/ D/02/2024-2025

DATE: .....

RE: SITE VISIT/ITEM SURVEY FORM FOR DISPOSAL SALE

This is to confirm that ..... (Name of Representative) of  
..... (Company Name) P.O.

BOX ..... did a site survey Disposal of obsolete  
items at .....

Items will be sold on "As is where is" basis, without any encumbrances.

Name of Representative: .....

Name of Site visited .....

Company Name: -.....

Company Seal/Stamp

JKF REPRESENTATIVE

Name: Fredrick O. Oyuga

Sign..... Company

Stamp

*Site visits should be done from Wednesday 5th March, 2025 to Tuesday, 11th March, 2025 between 10.00am - 2.00pm daily*

**FORM NO. 7 BENEFICIAL OWNERSHIP DISCLOSURE FORM**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

**INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM**

*This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.*

Tender Reference No.: \_\_\_\_\_ [insert identification no] Name of the Tender Title/Description: [insert name of the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information. Details of beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	FullName		Directly-- ----- % of shares	Directly..... ... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No-----	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes ----- No-----
	National identity card number or					
	Personal Identification Number (where		Indirectly -----% of shares	Indirectly----- -----% of voting rights	2. Is this right	2. Is this
	Nationality					
	Date of birth [dd/mm/y					
	Postal					

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	Residential address					exercised directly or indirectly?
	Telephone number				Indirect..... .....	Direct..... .....
	Email address					
	Occupation or profession					
	Full Name		Directly-- - ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of directors or an equivalent governing body of the Tenderer: Yes - ----No----	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ---- No----
	National identity card number or Passport number			Indirectly---- - ----% of voting rights	1. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
	Personal Identification Number (where applicable)		Indirectly - -----% of shares		Direct..... .....	Direct..... .....
	Nationality(i es)					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address				Indirect..... .....	Indirect..... .....
	Occupation or profession					

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)

II) Am fully aware that beneficial ownership information above shall be reported to the Jomo Kenyatta Foundation together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020. (Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]

Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]

Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]

Date this ..... [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp