

TENDER NO: OR/OT/009/2024-2025

IN THE MATTER OF SKY FOODS LIMITED (IN ADMINISTRATION)

DISPOSAL OF ASSETS – ‘TREE TOP’ TRADE MARK

REGISTERED UNDER TRADE MARK NO. 23584 IN CLASS 32

RELEASE DATE: FRIDAY, 2ND MAY 2025

CLOSING DATE: FRIDAY, 9TH MAY 2025 AT 10.00AM

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INVITATION TO TENDER

OFFICIAL RECEIVER IN INSOLVENCY - BUSINESS REGISTRATION SERVICE

1. The OFFICIAL RECEIVER IN INSOLVENCY, established under the Insolvency Act, 2015 as part of the Business Registration Service, a Semi-Autonomous Government Agency under the Office of the Attorney General & Department of Justice.
2. The OFFICIAL RECEIVER IN INSOLVENCY invites eligible bidders to tender for: **DISPOSAL OF ASSETS- 'TREE TOP' TRADEMARK REGISTERED UNDER TRADEMARK NO. TM123456**. The **OFFICIAL RECEIVER & ADMINISTRATOR, SKY FOODS LIMITED (IN ADMINISTRATION)**, now invites sealed tenders from eligible candidates to purchase the **TREE TOP TRADEMARK** registered under **Trade Mark No. 23584** in **Class 32**. Interested eligible candidates may obtain further information at the address provided below.
3. The Trade Mark will be sold "as is", without any encumbrances.
4. A complete set of tender documents may be obtained by interested candidates for free and downloaded from the BRS Website www.brs.go.ke and the Government tender portal www.tenders.go.ke.
5. Tenderers will be required to pay in advance a refundable deposit of 20% of their quoted price as indicated in the Appendix to Instructions to Tenderers.
6. Completed tenders must be enclosed in a plain sealed envelope, marked with the **Tender Number (OR/OT/009/2024-2025) and Name (Disposal of 'Tree Top' Trademark)**, and deposited in the BRS Tender Box on the 17th Floor, 316 Upper Hill Chambers, 2nd Ngong Avenue, Nairobi, on or before **9TH MAY 2025 at 10:00 AM**. Electronic tenders will not be permitted. A copy of the tender must be paginated serially.
7. Prices quoted should be net, inclusive of all taxes, must be in Kenya Shillings, and shall remain valid for 30 days from the closing date of the tender.
8. Tenders will be opened immediately after the deadline date and time specified above in the presence of the tenderers' designated representatives who choose to attend at the Business Registration Service offices on the 17th Floor, 316 Upper Hill Chambers, 2nd Ngong Avenue, Nairobi.
9. Late tenders will be rejected.
10. The addresses referred to above are:
 - a. Address for obtaining further information and inspecting the trademark documentation

OFFICIAL RECEIVER & ADMINISTRATOR, SKY FOODS LIMITED (IN ADMINISTRATION)

Physical address: 2nd Ngong Av, 316 Upper Hill Chambers, 17th Floor

Postal Address: P.O. Box 30404-00100, Nairobi

(+254) 011 112 7000 | official.receiver@brs.go.ke

- b. Address for Submission of Tenders

OFFICIAL RECEIVER & ADMINISTRATOR, SKY FOODS LIMITED (IN ADMINISTRATION)

P.O. Box 30404-00100, Nairobi

2nd Ngong Av, 316 Upper Hill Chambers, 17th Floor

- c. Address for Opening of Tenders

OFFICIAL RECEIVER & ADMINISTRATOR, SKY FOODS LIMITED (IN ADMINISTRATION)

2nd Ngong Av, 316 Upper Hill Chambers, 17th Floor

Authorized Official

Name: ELLY OGUT

Designation: SUPPLY CHAIN MANAGEMENT OFFICER 1

Signature: EO

Date: 2ND MAY 2025

SECTION I - INSTRUCTIONS TO TENDERERS

1 Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to Instructions to Tenderers. Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices.
- 1.2 Tenderers shall be under a declaration of in eligibility for corrupt or fraudulent practices
- 1.3 The Procuring Entity's employees, committee members, board members and their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.
- 1.4 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

2. Cost of Tendering

- 2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the Procuring Entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2 The Procuring Entity shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

3. The Tender Document

- 3.1 The tender document comprises 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 prices,
 - IV. Conditions of Tender,
 - V. Form of tender,
 - VI. Confidential Business Questionnaire Form,
 - VII. Tender Commitment Declaration Form.
- 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.

4 Clarification of Documents

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring Entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring Entity will respond in writing to any request for clarification of the tender documents, which it receives not later than five (5) days prior to the deadline for the submission of tenders, prescribed by the Procuring Entity. Written copies of the Procuring Entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

4.2 Clarification of tenders shall be requested by the tenderer to be received by the Procuring Entity not later than 3 days prior to the deadline for submission of tenders.

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

5 Amendment of Documents

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

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

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into 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 20% deposit for the item tendered for in the amount quoted as the offer price, to the Bank account indicated in Section II - Schedule of Items and Prices

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

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

7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tenderer 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 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring Entity, pursuant to paragraph 2.10. Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 8.2 In exceptional circumstances, the Procuring Entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

9. Viewing of Tender Items

- 9.1 Prospective tenders are advised to conduct due diligence for 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

Tenders must be received by the Procuring Entity at the address specified not later than **9THMAY 2025 at 10:00 am.**

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 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 herein. 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 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 **9THMAY ,2025 at 10.00am** and at the location specified in the invitation to tender. 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS.

The following information shall complement, supplement or amend, the provisions of the instructions to tenderers. Whenever there is a conflict between the provisions of the instructions to tenderers and the provisions of the Appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Particulars of appendix to Instructions to tenderers																	
10.1	Bidders should submit one (1) original tender in a plain sealed envelope, marked with the Tender Number (OR/OT/009/2024-2025) and Name (Disposal of Assets - Tree Top Trademark), in the BRS Tender Box on the 17 th Floor, 316 Upper Hill Chambers, 2nd Ngong Avenue, Nairobi, before the closing date. A copy of the tender must be paginated serially.																	
1.3	Open to Kenyan citizens except employees of the Business Registration Service who are directly involved in the disposal proceeding.																	
7	Tenderers must pay a refundable deposit of 20% of their bid amount. The deposited amount will be forfeited if the remaining amount is not paid after the tender award.																	
8	Tenders should remain valid for 30 days after the tender closing date .																	
16	Evaluation and Comparison of Tenders <table><tr><th>No.</th><th>Mandatory Requirements</th><th>Responsive or Not Responsive</th></tr><tr><td>MR1</td><td>Must Submit a copy of Certificate of Registration /Incorporation and a copy of CR12 not older than 12 months and copies of IDs of all the directors and shareholders for a Company or National ID for an Individual, for Sacco's certificate of registration and bylaws, Tax compliance</td><td></td></tr><tr><td>MR2</td><td>Bidders must submit a valid Tax Compliance Certificate from Kenya Revenue Authority</td><td></td></tr><tr><td>MR3</td><td>Must fill the Schedule of items, reserve and bid prices in the format provided.</td><td></td></tr><tr><td>MR 4</td><td>Must Fill the Form of Tender in the Format provided</td><td></td></tr></table>			No.	Mandatory Requirements	Responsive or Not Responsive	MR1	Must Submit a copy of Certificate of Registration /Incorporation and a copy of CR12 not older than 12 months and copies of IDs of all the directors and shareholders for a Company or National ID for an Individual, for Sacco's certificate of registration and bylaws, Tax compliance		MR2	Bidders must submit a valid Tax Compliance Certificate from Kenya Revenue Authority		MR3	Must fill the Schedule of items, reserve and bid prices in the format provided.		MR 4	Must Fill the Form of Tender in the Format provided	
No.	Mandatory Requirements	Responsive or Not Responsive																
MR1	Must Submit a copy of Certificate of Registration /Incorporation and a copy of CR12 not older than 12 months and copies of IDs of all the directors and shareholders for a Company or National ID for an Individual, for Sacco's certificate of registration and bylaws, Tax compliance																	
MR2	Bidders must submit a valid Tax Compliance Certificate from Kenya Revenue Authority																	
MR3	Must fill the Schedule of items, reserve and bid prices in the format provided.																	
MR 4	Must Fill the Form of Tender in the Format provided																	

	MR5	Must submit a duly filled Confidential Business Questionnaire Form in the format provided	
	MR6	Must fill the Tender Deposit Commitment Declaration Form in the format provided.	
	MR7	Must fill the SELF-DECLARATION FORMS SD1 and SD2 in the formats provided.	
	MR 8	Must fill and sign the form of Declaration and Commitment to The Code of Ethics in the format provided	
	MR. 9	Must attach the current Original search	
17	Award Criteria The OFFICIAL RECEIVER - Business Registration Service will award the contract to the successful tenderer(s) whose tender has been determined to be substantially <u>responsive</u> and has been determined to be the <u>highest evaluated tender.</u>		

SCHEDULE OF ITEMS AND PRICE

DISPOSAL OF ASSETS - TREE TOP TRADEMARK IN SKY FOODS LIMITED (IN ADMINISTRATION)

ITEM	DESCRIPTION	UNIT	QTY	20% DEPOSIT	BID AMOUNT (KSH)
1.	TREE TOP TRADE MARK REGISTERED UNDER TRADE MARK NO. 23584 IN CLASS 32	LOT	1		
	TOTAL				

SECTION II - SCHEDULE OF ITEMS AND PRICES

Notes on schedule of Items and Prices

1. The Procuring Entity will prepare the schedule of items being sold, marking each item with a unique number. Where items are to be sold as a lot, the lots must be clearly indicated in the schedule.
2. The schedule of items and prices will include a column for the deposit to be paid by the tenderer for the item. The deposit amount should be indicated by the Procuring Entity.
3. The tenderer shall complete the tender by preparing and completing the Table below, indicating the items tendered for and the prices offered and striking out those not tendered for. The Procuring Entity will complete columns 1-4 and 7 and the Tenderer will complete columns 5 and 6, and sign as indicated below.
4. The deposit(s) have been made to the account detailed below:
Name of Account Holder: OFFICIAL RECEIVER - COMPANY LIQUIDATION
Name of the Bank: NATIONAL BANK OF KENYA

Branch Name: HARAMBEE AVENUE

City: NAIROBI

Account Number: 01001000904300

Banking Reference:

Name of Tenderer: _____

Name of Authorized Official: _____

Signature: _____

Date: _____

SECTION III - CONDITIONS OF TENDER

1. A tenderer shall tender for the Trade Mark.
2. A tenderer will pay a deposit/performance bond of 20% of their bid amount in advance before the closing date, as indicated in the Schedule of Items and Prices.
3. Tenderers awarded contracts must pay for the trademark within 14 to 30 days after notification. Failure to do so will cancel the award and forfeit the deposit. If there is an administrative review, review procedures shall be followed.
4. Unsuccessful tenderers will be refunded deposits within fourteen (14) days after notification of contract awards.

SECTION IV - STANDARD FORMS

Note on Standard Forms

The Form of Tender, Confidential Business Questionnaire Form, and Tender Deposit Commitment Declaration Form must be completed and returned. Failure to complete any form will lead to disqualification.

1. FORM OF TENDER

To: **OFFICIAL RECEIVER & ADMINISTRATOR, SKY FOODS LIMITED (IN ADMINISTRATION)**

2nd Ngong Av, 316 Upper Hill Chambers, 17th Floor

P.O. Box 30404-00100, Nairobi

Date: _____

Tender No.: OR/OT/009/2024-2025

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
Item No.	Description of Item	Unit of Issue	Total Quantity	Unit price	Total Tender Price
1					

Dated this_day of _____20_____

[Signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of

Confidential Business Questionnaire Form

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

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

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

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

Part 1 – General

Business Name.....

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

6. 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 deposit for the Tree Top Trademark tendered for as supported by the attached copies of receipts as follows: -

ITEM No. or Lot No.	Item Description	Deposit (Kshs.)	Receipt No. and Date
1			
2			
3			

Authorizing Official

(Name)

Designation

.....
(Signature)

.....
(Date)

SELF-DECLARATION FORMS

FORM SD1

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

FORM SD2

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

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

- 1.** I am the [Chief Executive/Managing Director/Principal Officer/Director] of _____ (Insert name of the Company), a Bidder in respect of Tender No. OR/OT/009/2024-2025 for the Disposal of Tree Top Trademark for OFFICIAL RECEIVER & ADMINISTRATOR, SKY FOODS LIMITED (IN ADMINISTRATION).
- 2.** THAT the aforesaid Bidder, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of.....(*insert name of the Procuring entity*) which is the procuring entity.
- 3.** THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).
- 4.** THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender
- 5.** THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....

(Title)

.....

(Signature)

.....

(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....Telephone..... E-mail.....
of the Firm/Company..... Date.....
Name

(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				
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				
TOTAL PRICE OF ALL ITEMS				XXXXXX

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Officer(s) to be contacted

Name of Officer

Postal Address

Telephone Number

email Address

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

SIGNED BY THE PURCHASER

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

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

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

Name of Purchaser

Authorized Signature: _____

Date _____

Name and Title of Signatory

REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20.... for(Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

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

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary