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SECTION I - INVITATION TO TENDER

Date: 30th June, 2019

Tender Ref No. MOICT/SDBT/18/2019-2020

Tender Name SALE OF DISPOSABLE STORES AND EQUIPMENT

- 1.1 The State Department of Broadcasting and Telecommunication now invites sealed tenders from eligible candidates to purchase disposable stores and equipment.
- 1.2 Interested eligible candidates may view the tender documents and obtain further information by visiting the Ministry's website www.ict.go.ke or tender portal, www.tenders.go.ke. Interested candidates are requested to download the tender documents free of charge.
- 1.3 Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the tender box located at 11th floor corridor or be addressed to: Principal Secretary, State Department of Broadcasting and Telecommunications P.O Box 30025-00100 Nairobi, so as to be received on or before the closing/opening time.
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the Ministry of Information, Communication and Technology, State Department for Broadcasting and Telecommunications Teleposta Towers, Kenyatta Avenue, 11th Floor boardroom.
- 1.7 Late bids will not be accepted.
- 1.8 The Ministry reserves the right to accept or reject any or all bids

Principal Secretary
State Department for Broadcasting and Telecommunications

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.

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

2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.

2.2 Cost of Tendering

2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=

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

2.3 The Tender Document

2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Invitation to tender
- (ii) Instructions to tenderers
- (iii) Schedule of items and price
- (iv) Conditions of Tender
- (v) Form of tender

- (vi) Confidential Business questionnaire Form
- (vii) Tender Commitment Declaration Form

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than thirty (30) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

2.4.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

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

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

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

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

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

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

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

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

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

2.7.5 The tender deposit may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
- (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

2.8.1 Tenders shall remain valid for 90 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.8.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

2.9. Viewing of Tender Items

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

2.10 Sealing and Marking of Tenders

The tenderer shall seal the tender and mark it with the number and name of the tender and **"DO NOT OPEN BEFORE Wednesday, 21st August, 2019 at 11.00am**

2.11 Deadline for Submission of Tenders

2.11.1. Tenders must be received by the Procuring entity at the address specified not later than (**Wednesday, 19th June, 2019 at 10.00am**).

2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications And Withdrawals Of Tenders

2.12.1 Modification of tenders

2.12.1.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.12.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.12.2 Withdrawals and tenders

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

2.13 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **Wednesday, 21st August, 2019 at 11.00am** and in the location specified in the invitation to tender.

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

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

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

2.14 Clarification of tenders

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

2.14.3 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.15 Evaluation and Comparison of Tenders

2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

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

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

2.16 Award Criteria

2.16.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserves price.

2.17 Notification of Award

2.17.2 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

2.18 Contacting the Procuring entity

2.18.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.18.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Appendix to Instructions to tenderers.

Notes on the appendix to the Instructions to Tenderers.

1. The Appendix to Instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clauses in the instructions to tenderers included in Section II and the appendix has to be prepared for each specific tender.
2. The procuring entity should specify in the appendix, information and requirements specific to the circumstances of the procuring entity, the procuring of the tender, the nature of items being sold and the evaluation criteria that will apply to the tender.
3. In preparing the appendix, the following aspects should be taken into consideration:
 - (a) the information that specifies and complements provisions of Section II to be incorporated
 - (b) amendments and or supplements if any, to provisions of Section II as necessitated by the circumstances of specific items to be also incorporated.
4. Section II should remain unchanged and can only be amended through the appendix.

Appendix to Instructions to tenderers.

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

Instructions to Tenderers Reference	Particulars of appendix to Instructions to tenderers
2.1.1 Indicate eligible tenderer	Both individuals and firms
2.8.1 Tender Validity	Tenders shall remain valid for 90 days
2.9 Tender deposit	Refundable deposit of Kshs. 5,000 will be required for vehicles.

(Complete as necessary)

Evaluation Criteria

Mandatory Requirements

The following must be submitted together with the bid;

1. Duly filled and signed Form of tender.
2. Duly filled and signed Confidential Business Questionnaire.
3. Duly filled and signed price schedule.
4. Tenders **MUST** be accompanied by a refundable tender deposit (Bankers Cheque) in the amounts indicated in the tender advertisement/ appendix to instruction to tenderers. Failure to submit a deposit will lead to disqualification.

SECTION III - 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 and lot. The deposit amount should be indicated by the procuring entity.

SECTION III - SCHEDULE OF TERMS AND PRICES

Item No. Or Lot No.	Item Description	Serial No	Location	QTY	Reserve price	Purchase price
1.	GK A 995N Daihatsu Terios	N/A	KIMC	1	120,000	
2.	GK A 997 N Daihatsu Terios	N/A	Raim Garage	1	110,000	
3.	GK A 691R Nissan Patrol	N/A	Teleposta Basement 3	1	700,000	
4.	GK A 998N Nissan X-trail.	N/A	KIMC	1	180,000	
5.	GK A 992T Volkswagen Passat	N/A	Teleposta Basement 3	1	550,000	
6.	GK A 147 U Volkswagen Passat	N/A	Teleposta Basement 3	1	550,000	
7.	GK A 174U Volkswagen Passat	N/A	KIMC	1	550,000	
8.	Low back chairs	N/A	DPC Reception	7	4,000	
	High back chairs	N/A	DPC Reception	11		
	Office chairs	N/A	DPC Resource Centre	2		
	Office chairs	N/A	DPC Resource Centre	3		
9.	TV screen	N/A	DPC Resource Centre	1	3,000	
10.	DESKTOP COMPUTERS		DPC Resource Centre	4	4,000	
11.	CPU		DPC Room 5	4	4,000	
12.	LAPTOP		HEAD DPC Office	1	2,000	
13.	FAX MACHINE		HEAD DPC Office	1	500	
14.	Fax machine	N/A	8 TH Floor Accounts Reception area	1	100	
15.	HP monitor	N/A	8 TH Floor Accounts	2	3,000	

			Reception area			
16.	UPS CS	650	8 TH Floor Accounts Reception area	4	2,000	
17.	Water dispenser	N/A	Accounts Reception area	1	200	
18.	Telephone head	N/A	Accounts Reception area	1	500	
19.	Keyboard	CT:BCRYVOADP3 Y90W	8 th floor Accounts Data section	5	1,000	
20.	Shredder		8 th floor Accounts Data section	1	200	
21.	Suray n monitor	0003BA5D3E28	8 th floor Accounts Data section	1	500	
22.	Mecer monitor	J5585	8 th floor Accounts Data section	1	1,500	
23.	Hp monitor	4882A179	8 th floor Accounts Data section	4	6,000	
24.	Printer		8 th floor Accounts cash office	1	1,500	
25.	Casio DR -120TM	360AL36DA6202 8	8 th floor Accounts cash office	2	500	
26.	Casio DR 120-120TM	360AL36DA62256	8 th floor Accounts cash office	2	500	
27.	IBM monitor	0504002803518	8 th floor Accounts cash office	1	1,500	
28.	Lenovo monitor	VIGV97	8 th floor Data section	1	1,500	
29.	Flat TV Samsung		11 th Floor Government Spokesperson	1	1,000	
30.	Monitors		7 TH floor office Superintendent Officer	2	3,000	
31.	CPU		7 TH floor office Superintendent Officer	2	4,000	
32.	UPS		7 TH floor office Superintendent Officer	2	1,000	
33.	Water dispenser		7 TH floor office Superintendent Officer	1	200	
34.	Tyres		7 TH floor office Superintendent Officer	6	6,000	
35.	Curtain blinders		11 TH floor planning office	1	200	
36.	Rollup banners		11 TH floor	6	3,000	

			planning office			
37.	Laser jet colour printer		10 TH Floor Secretary Administrations Office	1	1,500	
38.	HP Scanner		10 TH Floor Secretary Administrations Office	1	500	
39.	Kyocera photocopng machine		8 TH floor secretary to head HRM	1	4,000	
40.	HP Printer		8 TH floor secretary to head HRM	1	3,000	
41.	HP Laser jet printer		8 TH Floor K8-18	1	1,500	
42.	Monitor		8 TH Floor K8-18	2	3,000	
43.	Scanner		8 TH Floor K8-18	1	1,500	
44.	Keyboard		8 TH Floor K8-18	3	600	
45.	Telephone Head		8 TH Floor K8-18	1	500	
46.	Executive chair	N/A	9 TH Floor Finance Reception	3	30,000	
	Executive chair	N/A	9 TH Floor Finance Reception	1		
	Executive chairs	N/A	9 TH Floor Finance Offices	4		
	Office chair	N/A	11 TH Floor GAA	3		
	Orthopedic chair	N/A	11 TH Floor GAA	1		
	Executive chair	N/A	7 TH Floor Planning	1		
	Office chairs	N/A	11 TH floor Waiting room	8		
	Office chairs	N/A	11 TH floor planning office	1		
	Single sofa set	N/A	11 TH floor planning office	1		
47.	Panasonic phone book auto answer	KX-FT 933	9 TH Floor Finance Offices	1	500	
48.	HP Scanjet	G25410	9 TH Floor Finance Offices	2	1,000	
49.	Shedder relex	V125	9 TH Floor Finance Offices	2	400	
50.	Film drier		DI Photographic	1	1,000	

51.	Panasonic papers fax	N/A	DI -store	27	1,350	
52.	Tyres	N/A	DI -store	20	10,000	
53.	Battery charger	N/A	DI -store	7	70,000	
54.	Office chairs	N/A	DI -store	4	600	
55.	Ricoh printer	AFICLOSP-2180	DI Technical and Mantainance	1	500	
56.	Epson printer	Model LQ-2180 S.NO CLLY035701	DI Technical and Mantainance	1	100	
57.	HP laserjet printer 1100	Model:c4224A S.NO.FRDB...875 S.NO.FHR...675	DI Technical and Mantainance	1	100	
58.	APC UPS R51100	Model BR 1100C1 S.NO 3B1....658 S.NO 3B1...670 S.NO3BA....748	DI Technical and Mantainance	3	900	
59.	Panasonic fax	Model KX – FT903CX S.NO SER 7588 S.NO 81A 039	DI Technical and Mantainance	2	200	
60.	Panasonic fax	MODEL KX-F1100 S.NO 81A 8688	DI Technical and Mantainance	2	200	
61.	Tripplite UPS	MODEL AURX550U1 S.NO 973...600 974...158 AND 974...091	DI Technical and Mantainance	3	600	
62.	Panasonic fax	KX-F789PX S.NO 81A 039	DI Technical and Mantainance	1	200	
63.	APC UPS CS6520	MODEL BK650 E1 S.NO .QBO...830	DI Technical and Mantainance	1	200	
64.	Qursor ups	MODEL AP-60 S.NO XA...309	DI Technical and Mantainance	1	200	
65.	Hot point water dispenser	N/A	DI Technical and Mantainance	1	200	
66.	Ahuja amplifier	MODEL CPA:-760 S.NO 627666	DI Technical and Mantainance	1	500	
67.	Ahuja amplifier	MODEL CPA- 770M S.NO 22057	DI Technical and Mantainance	1	500	
68.	Hp laser jet 1300 printer	S.NO CNCJ] ...936	DI Technical and Mantainance	1	2,000	
69.	HP laser jet P201150 PRINTER	S.NO .GNB....727]	DI Technical and Mantainance	1	2000	
70.	HP printer	MODEL CB 366A S.NO CNB...827Z	DI Technical and Mantainance	1	1,500	
71.	HP laser jet 132 printer	S.NO CNM...69	DI Technical and Mantainance	1	300	

72.	HP colour printer	MODEL 2600	DI Technical and Mantainance	1	200	
73.	LEXMAX printer	N/A	DI Technical and Mantainance	1	500	
74.	Honda generator	MODEL EMS 3800 S.NO .GE 1072818	DI Technical and Mantainance	1	9,000	
75.	Honda generator	MODEL EB 2200 S.NO.G200901189 36	DI Technical and Mantainance	1	7,000	
76.	Ramtoms air conditioner	S.NO 0321203212...+005	DI Technical and Mantainance	2	200	
77.	Wall clock	N/A	DI Technical and Mantainance	1	50	
78.	Computer (delli) monitor	MODEL REVAO1 S.NO CN...60JY	DI Technical and Mantainance	1	200	
79.	APC UPS	MODEL SUA/001 S.NO 09..876	DI Technical and Mantainance	1	200	
80.	Gold star VCR	MODEL P-510 W S.NO .Y 304..442	DI Technical and Mantainance	1	50	
81.	Computers keyboards		DI Technical and Mantainance	10	1,000	
82.	Gate away computer monitor	MODEL 500/069ev	DI Technical and Mantainance	1	200	
83.	Dell Vostro		DI -ICT	1	500	
84.	HP Pro	R1044/00114564	DI -ICT	1	500	
85.	HP Compaq	TRF2350802	DI -ICT	1	500	
86.	HP Pro desk		DI -ICT	1	500	
87.	HP Pro desk	5GH449P4F3	DI -ICT	1	500	
88.	Digital Video Recorder	TZA3ML25W0007 O	DI -ICT	1	100	
89.	Modem	Q0802081700002 O	DI -ICT	1	1,000	
90.	HP Proliant DL380	8314LDN11618	DI -ICT		2,000	
91.	Cisco 3800 series	FHK1345F2KB	DI -ICT	1	1,500	
92.	HP Proliant DL380	GB867RF	DI -ICT		2,000	
93.	Fibre Terminal		DI -ICT	2	200	
94.	Sony Trinitron color video Monitor	PVM- 142E/6008983	DI press centre	1	3,000	
95.	Sony Trinitron color video Monitor	PVM- 142E/6008893	DI Press Centre	1	3,000	
96.	Sony Trinitron color video Monitor	PVM- 14L4/2003904	DI Press Centre	1	3,000	

97.	Sony Trinitron color TV	KV-2092EC/2004895	DI Press Centre	1	3,000	
98.	D-Link Ethernet Switch	DES-1024D/F213445895526	DI Press Centre	1	500	
99.	Pulsar UPS	705C31004	DI Press Centre	1	1,000	
100.	Sony DVCAM Video cassette Player	DSR-1600AP/0450754	DI Press Centre	1	5,000	
101.	Sony BETACAM Videocassette Player	PVW-2600P/21849	DI Press Centre		3,000	
102.	Purple CPU Edit Master	EM8100/002620	DI Press Centre	1	3,000	
103.	VTR Composite/Component Adaptor	VA-5P/10971	DI Press Centre	1	500	
104.	Camera Adaptor	CA-3A/23298	DI Press Centre	1	200	
105.	Libec Tripod	TH-950DV	DI Press Centre	1	500	
106.	Tripod Plate		DI Press Centre	1	100	
107.	AJA Video	52429	DI Press Centre	1	500	
108.	Power Stabilizer		DI Press Centre	1	200	
109.	Studio Light	Kobold Dlf 5755	DI Press Centre	1	500	
110.	Single Channel Charger	Q1	DI Press Centre	1	200	
111.	Metal Cabinet		DI Press Centre	1	2,000	

Authorized official _____
Name

Signature

Date

SECTION IV - CONDITIONS OF TENDER

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

Appendix to Conditions of Tender

Notes on appendix to Conditions of tender

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

Appendix to conditions of tender

The following information for sale of boarded stores and equipment shall complement, supplement, or amend, the provisions of the conditions of the tender. Whenever there is a conflict between the provisions of the conditions of tender and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the conditions of tender.

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

(Complete as necessary)

SECTION V - STANDARD FORMS

Notes on Standard Forms

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

5.1 Form of Tender

Date: _____
Tender No. _____

To:
.....
[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda. Nos.[insert numbers]. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of[total tender amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.
3. We agree to abide by the tender for a period of[number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

5.2 Confidential Business Questionnaire Form

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

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

<p>Part 1 – General</p> <p>Business Name</p> <p>Location of business Premises</p> <p>Plot No. Street/Road</p> <p>Postal Address Tel No.</p> <p>Nature of business</p> <p>Current Trade Licence No. Expiring date</p> <p>Maximum value of business which you can handle at any one time Kshs</p> <p>Name of your bankers Branch</p>

	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your Name in full Age</p> <p>Nationality Country of origin</p> <p>* Citizenship details</p>																														
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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1.																											
2.																											
3.																											
4.																											
	<p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company –</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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2.																											
3.																											
4.																											
5.																											
<p>Date Seal/Signature of Candidate</p> <p>.....</p>																															

5.3 Tender deposit commitment Declaration Form

Tender No. **MOICT/SDBT/34/2018-2019**

As indicated in the schedule of items and prices, we do confirm that we have put deposits for the items tendered for as supported by the attached copies of receipts as follows:-

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

Authorizing Official _____
(name)

(signature)

(Date)

5.4. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

5.5

REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary