



**KENYATTA UNIVERSITY TEACHING, REFERRAL AND
RESEARCH HOSPITAL
(KUTRRH)**

INVITATION TO TENDER

FOR

TENDER FOR DISPOSAL OF OBSOLETE/

SURPLUS STORE ITEMS

TENDER NO: KUTRRH/TNDR/G/060/DOS/2023-

2024

CLOSING DATE: 7TH MARCH,2024

CLOSING TIME: 10:00 A.M.

**The Chief Executive Officer,
Kenyatta University Teaching, Referral and Research Hospital
P.O. BOX 7674 – 00100
NAIROBI**

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TENDER DOCUMENTS FOR DISPOSAL

(1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Kenyatta University Teaching, Referral & Research Hospital.

Northern By-pass Road, Kahawa West Nairobi

P.O BOX 7674-00100 NAIROBI

CHIEF EXECUTIVE OFFICER, TEL: 1558

Email: procurement@kutrrh.go.ke

(2) Invitation to Tender (ITT) No KUTRRH /TNDR/G/060/DOS/2023-2024

(3) Tenderer's Name: Tender for Disposal of Obsolete/ Surplus Store Items

INVITATION TO TENDER

KENYATTA UNIVERSITY TEACHING, REFERRAL AND RESEARCH HOSPITAL

CONTRACT NAME AND DESCRIPTION: **TENDER FOR DISPOSAL OF**

OBSOLETE/ SURPLUS STORE ITEMS

TENDER NO: KUTRRH /TNRD/G/060/DOS/2023-2024

1. **Kenyatta University Teaching, Referral and Research Hospital (KUTRRH)** now invites sealed tenders from eligible candidates to purchase Surplus and Obsolete Store Items.
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 goods to be sold during office hours [0800 to 1600 hours] at the address given below.
4. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of (*Kshs.1000*) in cash or banker's cheque payable to ***Kenyatta University Teaching, Referral and Research Hospital P.O. Box 7476-00100, Nairobi, located along Northern By-pass, Kahawa West, Administration Block First floor, and Procurement Department***
5. Tenderers will be required to pay in advance a fundable deposit as indicated in the Appendix to Instructions to tenderers.
6. Completed tenders must be delivered to the address below on or before *Thursday 7th March, 2024 at 10:00am*. Electronic Tenders [*will not*] be permitted.
7. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for the period to be determined by KUTRRH from the closing date of the tender.
8. 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.
9. Late tenders will be rejected.
10. The addresses referred to above are:
 - A. Address for obtaining further information, and for inspecting the goods to be sold.
 - (1) Kenyatta University Teaching, Referral & Research Hospital.

- (2) Northern By-pass Road, Kahawa West Nairobi
- (3) P.O BOX 7674-00100 NAIROBI
- (4) CHIEF EXECUTIVE OFFICER,
- (5) Telephone number: 1558
- (6) Email: procurement@kutrnh.go.ke

B. Address for Submission of Tenders.

- (1) Kenyatta University Teaching, Referral & Research Hospital.
- (2) Northern By-pass Road, Kahawa West Nairobi
- (3) P.O BOX 7674-00100 NAIROBI
- (4) CHIEF EXECUTIVE OFFICER, telephone number and procurement@kutrnh.go.ke

C. Address for Opening of Tenders.

- (1) Kenyatta University Teaching, Referral & Research Hospital.
- (2) Northern By-pass Road, Kahawa West Nairobi
- (3) P.O BOX 7674-00100 NAIROBI
- (4) CHIEF EXECUTIVE OFFICER,
- (5) telephone number: 1558
- (6) Email: procurement@kutrnh.go.ke

KUTRRH adheres to high standards of integrity in its business operations.

Report any unethical behavior immediately to any of the provided anonymous hotline service.

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

Name: Chief Executive Officer

Tel: 1558

Date: 20th February 2024

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.
- 1.2 Tenderers shall be under a declaration of in eligibility for corrupt or fraudulent practices.
- 1.3 KUTRRH 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 KUTRRH, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2 KUTRRH 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.

- 2.1 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 KUTRRH in writing or by post at the entity's address indicated in the Invitation for tenders. KUTRRH 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 KUTRRH. Written copies of KUTRRH 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 KUTRRH not later than 7 days prior to the deadline for submission of tenders.

4.3 KUTRRH 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, KUTRRH, 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, KUTRRH, 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 but not later than Seven (7) days after the expiration of the period of tender validity prescribed by KUTRRH.

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 KUTRRH.
- 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 KUTRRH, pursuant to paragraph 2.10. Tender valid for a shorter period shall be rejected by KUTRRH as non-responsive.

8.2 In exceptional circumstances, KUTRRH 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 KUTRRH 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 KUTRRH; 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, KUTRRH *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.

Deadline for Submission of Tenders

Tenders must be received by KUTRRH at the address specified not later than **Thursday 7th March 2024 at 10:00am**. KUTRRH 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 KUTRRH 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 KUTRRH 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.

12.2 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 KUTRRH will open all tenders in the presence of tenderers' representatives who choose to attend at **KUTRRH Boardroom on Thursday 7th March 2024 at 10:00am** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

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 KUTRRH, at its discretion, may consider appropriate, will be announced at the opening.

14.3 KUTRRH will prepare minutes of the tender opening.

15 Clarification of tenders

15.1 To assist in the examination, evaluation and comparison of tenders KUTRRH 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.

15.3 Any effort by the tenderer to influence KUTRRH in KUTRRH 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 KUTRRH 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 KUTRRH.

16.2 Provided that the Tender is substantially responsive, KUTRRH 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 KUTRRH 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 KUTRRH 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

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

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

18 Canvassing/Contacting KUTRRH

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

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

TENDER DATA SHEETS.	
Eligibility	This tender is eligible to Citizen Contractors
Clarification	Clarification to the tender shall be responded to for request received no later than 1 st March 2024, 1100 hours. Bidders' queries must be sent through email to procurement@kutrrh.co.ke .
Award criteria	The award price shall be the HIGHEST EVALUATED TENDER PRICE .
Tender Validity	Tender is valid for 180 days.
Tender Deposit:	Tender deposit shall be As indicated per item Bidders must pay through Bank Or cash Or Bankers' cheque at KUTRRH Finance office and receipt attached to the Tender Document (Personal cheques not accepted)
Tender prices	Prices indicated in the tender price schedule shall include all cost including taxes, insurance
Tender Currencies	Price shall be in Kenya Shillings
Tender eligibility and qualifications	Proof of eligibility, qualification documents of evidence (see evaluation criteria)
Tender Deposit refund:	Tender Deposit refund: The unsuccessful tenderers' deposit will be refunded within seven (7) days after the expiration of the period of tender validity period prescribed in the tender document, while the winning tenderers' deposit shall be refunded after collection of the items.
Site visit	Site visit: Shall be carried out on 27th and 28th February 2024, between 10:00am-4:00p.m. (Excluding Lunch Hour:1:00-2:00 p.m.) Certificates for site visit will be issued.
Payments	Payment: Sum total of the bid price must be made before collection of the lots.
Reserve Price	Reserve Price: Sale is subject to reserve price indicated in the tender document.

Sealing and Marking of tender	Tender documents must be submitted in a plain sealed envelope and marked “KUTRRH/TNDR/G/060/DOS/2023-2024-TENDER FOR DISPOSAL OF STORE ITEMS
Deadline and Submission of Tender	The tender documents should be dropped in the tender box located on Ground Floor at KUTRRH Main Hospital building Reception. Bids that cannot fit in the tender box should be submitted to the Supply Chain Director office located on Ground Floor, Administration Block before submission deadline. at Tender closing date and Time 7 th March 2024 10.00 AM Opening date and Time 7 th March 2024 10.00 AM
Storage Charges	This will be at the rate of Kshs 500.00 per day/lot effective from the last date allowed for collection. Awards for items not collected within 30 days shall be cancelled and the bidder forfeits the tender deposit.
Transport	Bidders are expected to arrange for their own transport.
Preliminary Examination	Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way Sec.82 of PPADA 2015, Subject to section 79(2)(b) of the Act. Any error 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 substances of the tender and shall lead to disqualification of the tender as non-responsive.
Due Diligence	KUTRRH may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract before award of the contract

STAGE 1: MANDATORY PRELIMINARY REQUIREMENTS

The following mandatory preliminary requirements must be met notwithstanding other requirements in the tender document:

No	Requirements
MR 1	Confidential Business Questionnaire dully filled, signed/ stamped
MR 2	Mandatory Site Visit (Certificate will BE VERIFIED)
MR 3	Duly filled and signed /stamped tender form
MR 4	The Tender MUST be submitted be in the required format and serialized on each page of the bid submitted
MR 5	Tender deposit shall be as indicated per item. Bidders must pay through Bank Or cash Or Bankers’ cheque. at KUTRRH Finance office and receipt attached to the Tender Document (Personal <i>cheques not accepted</i>)
MR 6	Duly filled and signed /stamped Addenda/clarification(s) issued must be attached. (where Applicable)
MR 7	The Tenderer shall prepare two copies of the tender, clearly marking each “ORIGINAL. TENDER” and “COPY OF TENDER,” as appropriate
MR 8	Dully filled signed / stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015
MR 9	Dully filled signed /stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.
MR 10	Duly signed/stamped tender deposit commitment declaration form

SECTION II - SCHEDULE OF ITEMS AND PRICES

Notes on schedule of Items and Prices

1. KUTRRH 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 KUTRRH.
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. KUTRRH will complete columns 1-4 and 7 and the Tenderer will complete columns 5 and 6, and sign as indicated below.

SCHEDULE OF ITEMS AND PRICES

No.	ITEM DESCRIPTION	QTY	UNIT OF ISSUE	UNIT COST (KES)	TOTAL COST (KES)	DEPOSIT (KES)
	Furniture					
1	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			2,000.00
2	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			
3	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			
4	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			
5	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			

6	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			
7	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			
8	Medium back mesh chair and fabric seat. Swivel black in color	1	Pcs			
9	Visitors chair Ergonomic with mesh back and fabric seat. Cantilever base medium back	1	Pcs			
10	Visitors chair Ergonomic with mesh back and fabric seat. Cantilever base medium back	1	Pcs			
11	Visitors chair Ergonomic with mesh back and fabric seat. Cantilever base medium back	1	Pcs			1,000.00
12	Visitors chair Ergonomic with mesh back and fabric seat. Cantilever base medium back	1	Pcs			
13	Single seater lounge sofa set (normal)	1	Pcs			
14	Single seater lounge sofa set (normal)	1	Pcs			
15	Single seater lounge sofa set (normal)	1	Pcs			
16	Single seater lounge sofa set (normal)	1	Pcs			
17	Single seater lounge sofa set (normal)	1	Pcs			
18	Single seater lounge sofa set (normal)	1	Pcs			
19	Single seater lounge sofa set (normal)	1	Pcs			
20	Single seater lounge sofa set (normal)	1	Pcs			5,000.00

21	Single seater lounge sofa set (normal)	1	Pcs		
22	Single seater lounge sofa set (normal)	1	Pcs		
23	Single seater lounge sofa set (normal)	1	Pcs		
24	Single seater lounge sofa set (normal)	1	Pcs		
25	Single seater lounge sofa set (normal)	1	Pcs		
26	Single seater lounge sofa set (normal)	1	Pcs		
27	Single seater lounge sofa set (normal)	1	Pcs		
28	Single seater lounge sofa set (normal)	1	Pcs		
29	Single seater lounge sofa set (normal)	1	Pcs		
30	Single seater lounge sofa set (normal)	1	Pcs		
31	Single seater lounge sofa set (normal)	1	Pcs		
32	Single seater lounge sofa set (normal)	1	Pcs		
	Computers & Electronics				
33	Fridges (Ramtons)	1	Pcs		2,000.00
34	Fridges (Ramtons)	1	Pcs		
35	Fridges (Ramtons)	1	Pcs		
36	Fridges (Ramtons)	1	Pcs		

37	Water Dispensers	1	Pcs			1,000.00
38	Water Dispensers	1	Pcs			
39	Water Dispensers	1	Pcs			
40	Water Dispensers	1	Pcs			
41	Water Dispensers	1	Pcs			
42	Water Dispensers	1	Pcs			
43	Microwave (Von)	1	Pcs			1,000.00
44	Microwave (Von)	1	Pcs			
45	Microwave (Von)	1	Pcs			
46	Microwave (OHMS)	1	Pcs			
47	Microwave (OHMS)	1	Pcs			
48	Microwave (Industrio)	1	Pcs			
49	Shredder (Atlas)	1	Pcs			5,000.00
50	Hp Printer	1	Pcs			
51	Hp Printer	1	Pcs			
52	Hp Printer	1	Pcs			
53	Hp Printer	1	Pcs			

54	Hp Printer	1	Pcs		
55	Hp Printer	1	Pcs		
56	Hp Printer	1	Pcs		
57	Hp Printer	1	Pcs		
58	Hp Printer	1	Pcs		
59	Hp Printer	1	Pcs		
60	Hp Printer	1	Pcs		
61	Hp Printer	1	Pcs		
62	Hp Printer	1	Pcs		
63	Hp Printer	1	Pcs		
64	Hp Printer	1	Pcs		

65	Hp Printer	1	Pes		
66	Hp Printer	1	Pes		
67	Hp Printer	1	Pes		
68	Hp Printer	1	Pes		
69	Hp Printer	1	Pes		
70	Hp Printer	1	Pes		
71	Hp Printer	1	Pes		
72	Hp Printer	1	Pes		
73	Hp Printer	1	Pes		
74	Hp Printer	1	Pes		

75	Hp Printer	1	Pes		
76	Hp Printer	1	Pes		
77	Hp Printer	1	Pes		
78	Hp Printer	1	Pes		
79	Hp Printer	1	Pes		
80	Hp Printer	1	Pes		
81	Hp Printer	1	Pes		
82	Hp Printer	1	Pes		
83	Hp Printer	1	Pes		
84	Hp Printer	1	Pes		

85	Hp Printer	1	Pcs			
86	Hp Printer	1	Pcs			
87	Hp Desktop Computer	1	Pcs			2,000.00
88	Dell Desktop Computer	1	Pcs			
89	Yealink ip phone	1	Pcs			
90	Yealink ip phone	1	Pcs			
91	Yealink ip phone	1	Pcs			
92	Yealink ip phone	1	Pcs			
93	Yealink ip phone	1	Pcs			
94	Yealink ip phone	1	Pcs			
	Medical Equipment					
95	ECG Machine	1	Pcs			
	Total	95				

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

Name of Account Holder: **KUTRRH**

Name of the Bank: **KCB**

Branch Name: **TRM** and City: **NAIROBI** Account Number: **1258637243**

Code SWIFT: **KCBLKENX**

Sort code **01308**

Banking correspondent (If any) _____ 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 a 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 KUTRRH will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by KUTRRH.

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.

1. Form of Tender

Date:

To:

Tender No.....

.....
[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.

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 Shares	Citizenship	Details
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 Shares	Citizenship	Details
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 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
1			
2			
3			

Authorizing Official _____
(Name)

Designation _____

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 KUTRRH*) 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 KUTRRH*) which is KUTRRH .
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 KUTRRH*).
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.....

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
KUTRRH]
[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 signed by the Purchaser) [letterhead paper of KUTRRH] [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 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