



REPUBLIC OF KENYA
KENYA LAW REFORM COMMISSION
REINSURANCE PLAZA, 3RD FLOOR,
TAIFA ROAD
P.O. BOX 34999-00100
NAIROBI, KENYA.
Email: info@klrc.go.ke

DISPOSAL OF UNSERVICEABLE, SURPLUS AND OBSOLETE ITEMS

TENDER NO. KLRC/ONT/06/2020-2021

ISSUED ON – THURSDAY 03RD JUNE 2021

CLOSING/OPENING DATE – THURSDAY 10TH JUNE, 2021 AT 10.00 A.M.

INVITATION TO TENDER

PROCURING ENTITY: **Kenya Law Reform Commission, P.O. Box 34999 00100 Nairobi**

CONTRACT NAME AND DESCRIPTION: **Disposal of unserviceable, surplus and obsolete items**

1. The **Kenya Law Reform Commission** now invites sealed tenders from eligible candidates to purchase **unserviceable, surplus and obsolete 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 *i.e. 0900 to 1500 hours* on 7th, and 8th June 2021 at the address given below.
4. A complete set of the Tender Documents may be downloaded by interested and eligible candidates Free of Charge at <http://www.klrc.go.ke> or www.tenders.go.ke . Those who download the documents from the website must forward their particulars immediately for recording and any further clarifications, addenda and virtual link to the tender opening to procurement@klrc.go.ke .
5. Interested firms may choose to obtain the tender documents from the Procurement Office, Kenya Reinsurance Plaza 3rd floor during normal working hours between 9.00a.m and 3.00p.m on weekdays, upon payment of a non-refundable fee of Kshs. 1,000.00 (One Thousand Only). Payment should be made by banker's cheque, Cash, or deposited in Co-operative Bank, Aga Khan Walk branch; Account number **01141309236200** and bank slip submitted to the accounts section during normal working hours and obtain official receipt
6. Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
7. Completed tenders must be delivered to the address below on or before *Thursday 10th June, 2021 at 10.00 A.M.* Electronic Tenders *will not* be permitted.
8. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for the period to be determined by the Procuring Entity from the closing date of the tender.
9. 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.
10. Late tenders will be rejected.
11. The addresses referred to above are:

A. Address for obtaining further information, and for inspecting the goods to be sold.

Head of Supply Chain Management
Kenya Law Reform Commission
Reinsurance Plaza, 3rd Floor
Taifa Road, Nairobi
P.O. Box 34999 – 00100 Nairobi
Tel: (+254) 0799030716 or (+254) 20 2241201
Email: procurement@klrc.go.ke

- B. Address for Submission of Tenders.
Commission Secretary / CEO,
Kenya Law Reform Commission
Reinsurance Plaza, 3rd Floor (in the Tender Box)
Taifa Road, Nairobi
- C. Address for Opening of Tenders.
Kenya Law Reform Commission
Reinsurance Plaza, 3rd Floor Conference Room 325
Taifa Road, Nairobi

**COMMISSION SECRETARY / CEO
KENYA LAW REFORM COMMISSION**

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 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.

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.

- 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 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 three (3) 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.
- 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 1 day 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 in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

6 Tender Prices and Currencies

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

7 Tender deposit

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

8 Validity of Tenders

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

10. Sealing and Marking of Tenders

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

Deadline for Submission of Tenders

Tenders must be received by the Procuring Entity at the address specified not later than **Thursday 10th June, 2021 at 10.00 a.m**

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

12. Modification of tenders

- 12.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 12.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 12.2 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 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend at **Thursday 10th June, 2021 at 10.00 a.m** 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 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.
- 15.3 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.

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.

Preliminary Evaluation Criteria

No.	Requirements	Responsiveness
MR1	Submit a copy of Certificate of Registration or Incorporation for company or National ID for individuals	
MR2	Must submit a copy of Valid Tax Compliance certificate from Kenya Revenue Authority	
MR3	Must fill the bid amount in the schedule of items in the format provided	
MR4	Must Fill, sign and stamp the Form of Tender in the Format provided	
MR5	Must Fill, sign and stamp the Confidential Business Questionnaire Form in the Format provided	
MR6	Must submit a duly completed self declaration that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015	
MR7	Must submit a duly filled up self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided	
MR8	Must submit declaration and commitment to the code of ethics duly completed, signed and stamped by the tenderer in the format provided	
MR9	Evidence of payment of the required deposit for the lots that the bidder has participated	

- 16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- 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.
 - 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
 - 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

18.3 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.

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

18 Canvassing/Contacting the Procuring Entity

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.

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.

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 and lot. 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.

SCHEDULE OF ITEMS AND PRICES

Lot No.	Item Description	Unit of Issue	Quantity	Total Tender Price (Kshs)	Required Deposit (Kshs)
Lot 1	Old tyres, size 265/65R17	No	25		1,000
	Old tyres, size 195/70R14	No	8		
	Old Battery, size N70	No	1		
	Car Battery Chloride Exide	No	1		
	Vehicle Clutch set	No	2		
	Vehicle Shock absorbers set	No	2		
	Nissan Sunny Steering Rack	No	1		
	Vehicle Shoe Kit	No	1		
	vehicle Rear bullbar	No	1		
	Vehicle coolant reservoir tank	No	1		
	Vehicle Brake Discs	No	2		
	Vehicle Brake Calipers	No	2		
	Vehicle Side Mirror Cover	No	1		
	Vehicle Link Assy	No	1		
	Left Headlamp	No	1		
Lot 2	Four legged leather chairs with arm rest	No	5		1,000
	Four legged Fabric chairs with arm rest	No	2		
	Low back Fabric chairs with plastic base	No	9		
	Low back Leather chairs with plastic base	No	2		
	High back leather chairs with chrome base	No	10		
	High back Fabric chairs with plastic base	No	2		
	Low back chairs with metal base (non-movable)	No	10		
	Leather 3 seater Sofa set	No	1		
	OFFICE CHAIR	No	1		
	Executive chair	No	1		
	Arm Chair	No	1		
	Steel Leather Chair	No	1		
	Cantilever Leather Chair	No	1		
	Fabric Visitor Chair	No	1		
	Table tops	No	2		
	TABLE WOOD	No	15		
	Glass panes	No	5		
	Doors	No	6		
	Door Frames	No	6		

Lot No.	Item Description	Unit of Issue	Quantity	Total Tender Price (Kshs)	Required Deposit (Kshs)
	Four brown wooden doors Height – 6.85 ft Length – 2.5 ft Width – 4.2 cm	No	4		
	White Board	No	1		
	White block board	No	1		
	Glass panel	No	2		
	BROKEN TV STAND	No	1		
	Chest Drawer	No	2		
Lot 3	HP COMPAQ 500B MT-Shell With Motherboard And Dvd-Drive(Hdd And Ram Missing)	No	1		1,000
	DELL OPTIPLEX 380-SHELL WITH MOTHERBOARD (HDD AND RAM MISSING)	No	1		
	HP COMPAQ 500B MT SHELL WITH MOTHERBOARD	No	1		
	HP COMPAQ DX2000MT SHELL, MOTHERBOARD, DVD COMBO DRIVE	No	1		
	HP COMPAQ 500B MT DVD-DRIVE, MOTHERBOARD AND SHELL	No	1		
	HP COMPAQ DX2000MT SHELL AND MOTHERBOARD	No	1		
	HP COMPAQ DX2000MT SHELL AND MOTHERBOARD	No	1		
	HP COMPAQ 500B MT SHELL AND MOTHERBOARD	No	1		
	DELL OPTIPLEX 380 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	DELL OPTIPLEX 380 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	HP COMPAQ DX2000MT SHELL AND MOTHERBOARD & DVD ROM	No	1		
	HP COMPAQ DX2000MT SHELL AND MOTHERBOARD & DVD ROM	No	1		
	DELL OPTIPLEX 380 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	HP COMPAQ DX2000MT SHELL AND MOTHERBOARD	No	1		

Lot No.	Item Description	Unit of Issue	Quantity	Total Tender Price (Kshs)	Required Deposit (Kshs)
	& DVD ROM				
	DELL OPTIPLEX 380 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	IBM CPU SHELL AND MOTHERBOARD & DVD ROM	No	1		
	DELL OPTIPLEX GX280 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	DELL OPTIPLEX GX281 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	DELL OPTIPLEX GX282 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	DELL OPTIPLEX GX283 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	DELL OPTIPLEX GX284 SHELL AND MOTHERBOARD & DVD ROM	No	1		
	HP COMPAQ 500B MT CASE/ SHELL ONLY	No	1		
	ASSORTED CPU - OUTDATED, PS2 PORTS NOT USB KEYBOARDS	No	15		
	HP COMPAQ DC 7800 SMALL FORM FACTOR- SHELL, MOTHERBOARD, DRIVE	No	1		
	HP COMPAQ DC 7800 SMALL FORM FACTOR- SHELL, MOTHERBOARD, DRIVE	No	1		
	HP COMPAQ DC 7800 SMALL FORM FACTOR SHELL, MOTHERBOARD, DRIVE	No	1		
	MONITOR HP L1710	No	1		
	MONITOR COMPAQ	No	1		
	HP CPU CZC51-42 MFH	No	1		
	DELL CPU -DCSMIF	No	1		
	HP MONITOR HP L1710 SERIAL NO. CND7461WHS	No	1		
	Monitor HP	No	1		
	Monitor DELL	No	1		
	Monitor HP	No	1		

Lot No.	Item Description	Unit of Issue	Quantity	Total Tender Price (Kshs)	Required Deposit (Kshs)
	Monitor DELL	No	1		
	IBM Short Screen	No	1		
	Keyboard Dell	No	1		
	Keyboard Dell	No	1		
	Keyboard Dell	No	1		
Lot 4	ASSORTED CABLES POWER CABLES, WORN OUT/ CUT	Lot	1		1,000
	Landline Telephone Head	No	1		
	Office Telephone PANASONIC	No	1		
	OFFICE TELEPHONE	No	1		
	Bulb Covers	No	12		
	DLINK 16 PORT SWITCH	No	2		
	DLINK SWITCH (8PORT) NOT POWERING, NO ADAPTER	No	1		
	APC UPS 650	No	1		
	APC UPS 650	No	2		
	UPS (UNLABELLED)	No	2		
	APC SMART UPS 1000	No	2		
	APC UPS MODEL NO: SUA750RMI2U	No	1		
	SMART UPS APC 3000	No	1		
	UPS (MODEL NOT INDICATED)	No	2		
	APC UPS	No	1		
	APC UPS 650	No	1		
	UPS	No	1		
	UPS HP	No	1		
	UPS HP	No	1		
	UPS HP	No	1		
	UPS DELL Model DH8	No	1		
	UPS DELL Model DH8	No	1		
	PRINTER HP COLOR LASERJET 4700DN NOT FUNCTIONING	No	1		
	HP LASERJET P3015- SHELL, MOTHERBOARD	No	1		
	HP LASERJETP2055DN	No	1		
	Photocopier	No	1		
	Printer, HP Laser jet 2200D; Model no. C 7058A	No	1		
	IBM typewriter Lexmark type 6789-003	No	1		
	Obsolete photocopier repair accessories	No	3		
	Printers HP	No	4		
	Printers HP	No	1		
	Printers HP	No	1		
	Printers HP	No	1		
	Printer HP Model C7058A	No	1		
	Printer HP	No	1		

Lot No.	Item Description	Unit of Issue	Quantity	Total Tender Price (Kshs)	Required Deposit (Kshs)
	Typewriter	No	1		
	Wheelwriter 6 With A Backup Battery IBM	No	1		
	Fax Machine PANASONIC MODEL – KX-FM131CX	No	1		
Lot 5	Water Dispenser	No	1		1,000
	Obsolete Water dispenser	No	1		
	Dispensers • Ramtoms Model – RM/338	No	6		
	Dispensers• Ramtoms Model – RM/338	No	1		
	Dispensers • Ramtoms Model – RM/429	No	1		
	Dispensers • Ramtoms Model -RM/416	No	1		
	Dispensers • Ramtoms Model – RM/419	No	1		
	Dispensers • Ashton Meyers Model – AM0701	No	1		
	Water dispenser Ramtons	No	1		
	Water dispenser Ramtons	No	1		
	Fridge – Single Door Samsung	No	1		
	Tea Urn UKEN	No	1		
	Personal Shredder Acco Rexel	No	2		
	Personal Shredder Acco Rexel	No	1		
	Television Sony Model KLV 32T550A	No	1		
	Television Sony Model KLV 32T550A	No	1		
	Television Sony Model KLV 32T550A	No	1		
	Television IBM Model 6307-47N	No	1		
	Television LG Model 32LG30R-TA	No	1		
	Television LG Model 21F56RG-T3	No	1		
	Television LG MODEL 21F57RE-TS	No	1		
Lot 6	Worn out office key holder box	No	1		1,000
	Outdated service charter frames	No	2		
	Assorted pieces of wood and metals	No			
	Broken stapler	No	1		
	Door Locks	No	26		
	Door Handles	No	44		
	Small Stapler	No	5		
	Large Paper Punch	No	2		
	Extension Cables	No	16		
	Small Speakers	No	6		
	Picture Frames 60CM * 48CM	No	15		
	Picture Frames 50CM * 37CM	No	2		
	Picture Frames 44CM * 32CM	No	3		
	Mirrors 98 CM * 123 CM	No	1		
	Mirrors 98CM * 122CM	No	4		

Lot No.	Item Description	Unit of Issue	Quantity	Total Tender Price (Kshs)	Required Deposit (Kshs)
	Mirrors 100 CM * 25CM	No	3		
	Partitioning Board 121CM* 5CM * 93.5CM	No	1		
	Partitioning Board 122CM* 5CM*117CM	No	3		
	Plastic Mirror 244.5 CM * 122.5CM	No	1		
	Sky blue toilet seat with no cistern Armitage Shanks Britain	No	1		
	White toilet cistern Armitage Shanks Britain	No	1		
	Burge green toilet seat with no cistern lid Armitage Shanks Britain	No	1		
	White toilet cistern without the lid Armitage Shanks Britain	No	4		

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

Name of Account Holder: **Kenya Law Reform Commission**

Name of the Bank: **Cooperative bank of Kenya**

Branch Name: **Aga khan walk**

City: **Nairobi**

Account Number: **01141309236200**

Bank Code: **11-065**

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 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

SECTION IV - STANDARD FORMS

Note on Standard Forms

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

1. Form of Tender

Date:.....

Tender No.....

To:

.....

[name and address of Procuring Entity]

Gentlemen and/or Ladies:

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

SCHEDULE OF ITEMS AND PRICES

Lot No	Total Tender Price (Ksh)	Required Deposit (Ksh)
Lot 1		1,000
Lot 2		1,000
Lot 3		1,000
Lot 4		1,000
Lot 5		1,000
Lot 6		1,000

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 deposits for the items tendered for as supported by the attached copies of receipts as follows:-

ITEMNo.oror LotNo.	Item Description	Deposit Kshs.	Receipt No. and Date
1			
2			
3			
4			
5			

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 Official Stamp

FORM SD2

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

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

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

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

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

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

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

LETTER OF NOTIFICATION OF AWARD

[letter head paper of the Procuring Entity] [date]

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

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

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

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

OFFERED ITEMS AND PRICES

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity.....

COPY OF THE LETTER OF NOTIFICATION OF AWARD

(to 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
ItemNo.	Description of Item	Total Quantity	Unit price	Offered Price
1				
2				
3				
4				
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

