# KENYA MARINE AND FISHERIES RESEARCH INSTITUTE (KMFRI)



**Tender No: KMFRI/HQS/30/2021/2022** 

## SALE OF DISPOSABLE STORES, EQUIPMENT AND MOTOR VEHICLES

The Director, Kenya Marine and Fisheries Research Institute East African Time: 0900 to 1500 hours. Silos Road, English Point - Mkomani

MOMBASA. Email: <a href="mailto:supplies@kmfri.go.ke">supplies@kmfri.go.ke</a>

Telephone: +254-20-2353904 or +254-20-8041560/1/+254 020 8021560/+254 41 475154 or +25420 8041560/1, +254 020 8021560/1

CLOSING DATE: 21st MARCH, 2022 AT 10.00 AM

- a. Kenya Marine and Fisheries Research Institute (KMFRI) is a research body established within the provision of Science and Technology Act (1979) Cap 250 charged with the responsibility to undertake research in Marine and freshwater fisheries, aquaculture, environmental and ecological studies and marine research including chemical and physical oceanography, in order to provide scientific data and information for sustainable exploitation, management and conservation of Kenya's fisheries resources and aquatic environment and contribute to National strategies towards food security, poverty alleviation, and creation of employment.
- b. The Director-KMFRI therefore wishes to invite sealed tenders from eligible and qualified bidders for Contract for the **Sale of Disposable Stores**, **Equipment and Motor Vehicles Tender No. KMF/HOS/30/2021-2022** as shown below:

Item No	Item Description	Quantity
1	Sale of Disposable Stores, Equipment and Motor Vehicles	Assorted

- c. Interested firms may obtain Tender documents with detailed specifications and Evaluation criteria for these assignments from the Chief Officer, Supply Chain Management, KMFRI Mombasa on payment of a non-refundable fee of **Kshs. 1,000.00** or view, inspect and download from KMFRI website: <a href="www.kmfri.go.ke">www.kmfri.go.ke</a> at no fee. Enquiries and clarifications can be made via Cell-phone No. 0720374726 /Email address: <a href="mailto:supplies@kmfri.go.ke">supplies@kmfri.go.ke</a>
- d. Completed Tender documents in plain sealed envelopes marked with the respective "Tender Title and Reference Number" should be addressed to:-

The Director, Kenya Marine and Fisheries Research Institute

East African Time: 0900 to 1500 hours. Silos Road, English Point - Mkomani

MOMBASA. Email: <a href="mailto:supplies@kmfri.go.ke">supplies@kmfri.go.ke</a>

Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1

Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1

OR be deposited into the Tender Box mounted at the entrance of the supplies office of Kenya Marine and Fisheries Research Institute situated at English point MOSC Wing, Mkomani, Mombasa on or before 21st MARCH, 2022 at 10.00 am.

Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend on 21st MARCH, 2022 at 10.00 am, in the Institute's Conference Hall – HQS, Mombasa.

Contract No	Description of the Contract	Qty
KMFRI/HQS/30/2021-2022	Sale of Disposable Stores, Equipment and Motor Vehicles	Assorted

Supply Chain Manager

For: DIRECTOR GENERAL/KMFRI

10th March, 2022

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## **PREFACE**

- 1. This Standard Tender Document (STD) document has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by Procuring Entities (PEs) for Sale (referred herein as Disposal) of uneconomic, obsolete, or surplus goods, vehicles and vessels and plant/equipment under competitive tendering Methods as defined in the Public Procurement and Asset Disposal Act (2015). The procedures and practices presented in this STD reflect the requirements in the said Act and its Regulations. This STD will be used by Procuring Entities on a mandatory basis. Lack of its use could be basis for challenging decision on contract award.
- The STD is comprised of the parts indicated on the Table of Contents. Before using this STD, the Users are advised to familiarize themselves with the Act and the Public Procurement and Asset Disposal Regulations, 2020 (the **Regulations**), Circulars and manuals prepared and issued by PPRA and other government agencies to guide Public Entities in the conduct of the public procurement process.
- 3. During preparation of the tender document, the Procuring Entity should specify whether to allow the following:
  - i) International Tender,
  - ii) Margin of Preference,
  - iii) Reservations
  - iv) Allow Alternative tenders
- 4. This document will be customized to suit the needs of the Procuring Entity. No changes should be made to Instructions to Tenderers (ITT) and to the General Conditions of Contract (GCC). These two sections will be modified to suit the Procuring Entity's requirement in the Tender Data Sheets (TDS) and in the Special Conditions of Contract (SCC), respectively. The Cover Page of this document, the Preface, Guidelines or notes to users and the Invitation to Tender should not be part of the tender Document to be issued to Tenderers.
- 5. The Public Procurement Regulatory Authority welcomes any comments from the Users of this STD which will assist in revising (if need be) and improving the structure and contents of the STD.

Director General Public Procurement Regulatory Authority (PPRA)

## TENDER DOCUMENTS FOR DISPOSAL

## (1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

Name: KENYA MARINE AND FISHERIES RESEARCH INSTITUTE

Address P.O BOX 81651 – 80100

Email address director@kmfri.co.ke

- (2) Invitation to Tender (ITT) No KMF/HQS/30/2021-2022.
- (3) Tenderer's Name SALE OF DISPOSABLE STORES, ITEMS AND MOTOR VEHICLES

## **INVITATION TO TENDER**

PROCURING ENTITY: KENYA MARINE AND FISHERIESRESEARCH INSTITUTE P.O BOX 81651 – 80100 MOMBASA

CONTRACT NAME AND DESCRIPTION: SALE OF DISPOSABLE STORES, ITEMS AND MOTOR VEHICLES

1. The Kenya Marine and Fisheries research institute now invites sealed tenders from eligible candidates to purchase disposable stores, items and motor vehicles.

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 [9am to 4pm] at the address given below.

4. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees 1,000.00 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website (<a href="www.kmfri.co.ke">www.kmfri.co.ke</a>). Tender documents obtained electronically will be free of charge.

5. Tenderers will be required to pay in advance are fundable deposit as indicated in the Appendix to Instructions to tenderers.

6. Completed tenders must be delivered to the address below on or before *21*<sup>st</sup> *March 2022 at 10am*. 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 the Procuring Entity 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.

Kenya Marine and Fisheries Research Institute P.O box 81651 – 80100 Mombasa Silos Road, English Point – Mkomani Mombasa.

Email: supplies@kmfri.co.ke

Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1

Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1

	Email: <a href="mailto:supplies@kmfri.co.ke">supplies@kmfri.co.ke</a>
	Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1
	Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1
C.	Address for Opening of Tenders.
	Kenya Marine and Fisheries Research Institute
	P.O box 81651 – 80100 Mombasa
	Silos Road, English Point – Mkomani Mombasa.
	Email: supplies@kmfri.co.ke
	Telephone: +254-20-2353904 or +254-20-8041560/1/ +254 020 8021560/1
	Tel: +254 41 475154 or +25420 8041560/1, +254 020 8021560/1
	[Authorized Official (name, designation, Signature and date)]
	[Authorized Official (hame, designation, Signature and date)]
Nam	2
	(Official of the Procuring Entity issuing the invitation)
Desig	gnation

<u>Address for Submission of Tenders.</u> Kenya Marine and Fisheries Research Institute

Silos Road, English Point – Mkomani Mombasa.

Date

P.O box 81651 – 80100 Mombasa

B.

### **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.

### 2. Cost of Tendering

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

#### 3. The Tender Document

- 3.1 The tender document comprises the documents listed below and any addenda issued inaccordance 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 beat 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 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.
- 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.
- 4.3 The Procuring Entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### 5 Amendment of Documents

- 5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment 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 sit 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 priceless 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 21st March 2022 at 10am.

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 Entityandtendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasextended.

#### 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 **10am Monday the 21<sup>st</sup> March 2022** 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.
- 16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
  - a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 16.3 The Procuring Entity will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

#### 17 Award Criteria

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

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

- 18.3 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

The required deposits can be made in the bank as per the detailed provided below. Cash payment can be made at KMFRI Cash Offices in Mombasa HQs/Sangoro/ Kegati/ Kisumu and the original receipt to be attached in the bid document. Bidders are advised to remain with a copy of the receipt for refund

should he/she fails to secure the tender.

1	2	3	4	5	6	7	8	9
ITEM NO.	ITEM DESCRIPTION	UNIT OF	TOTAL	RESERVE	UNIT	TOTAL TENDER	REQUIRED	LOCATION OF
OR LOT NO.		ISSUE	QUANTITY	PRICE	PRICE	PRICE IN KSHS.	DEPOSIT IN KSHS.	ITEM FOR
								VIEWING
1	Assorted Furniture (Broken Chairs &	Lot	1	5,000.00			1,500.00	Mombasa
	Tables)							
2	Assorted Plastic Chairs Broken	Lot	1	50.00			15.00	Mombasa
3	Assorted Used/unused Carpet parts	Lot	1	500.00			150.00	Mombasa
4	Printers(Unserviceable)	Lot	1	5,000.00			1,500.00	Mombasa
5	Air Conditioners (Unserviceable	Lot	1	10,000.00			3,000.00	Mombasa
	Indoors & Outdoors)							
6	Computers Cpu	Lot	1	3,000.00			900.00	Mombasa
7	Computer Monitors	Lot	1	1,000.00			90.00	Mombasa
8	Florescent Fittings	Lot	1	200.00			60.00	Mombasa
9	Assorted Used Tyres	Lot	1	12,900.00			3,870.00	Mombasa
10	Assorted Ceiling Fans	Lot	1	100.00			30.00	Mombasa
11	Lawn Mower	Lot	1	200.00			60.00	Mombasa
12	Ups	Lot	1	300.00			90.00	Mombasa
13	Assorted Broken Cupboard Parts	Lot	1	5,000.00			1500.00	Mombasa
14	Assorted Broken Chairs	Lot	1	15,000.00			4,500.00	Mombasa
	fabric/executive							
15	Used Assorted Iron sheets	Lot	1	10,000.00			3000.00	Mombasa
17	Plastic Chairs Broken	No	2	100.00			30.00	Mombasa
18	Assorted Furniture Parts (Wooden)	Lot	1	500.00			150.00	Mombasa
19	Assorted Broken Chairs wooden	Lot	1	100.00			30.00	Mombasa
20	Assorted Old And Broken Wooden Doors	Lot	1	100.00			30.00	Mombasa
21	Assorted wooden Curtain Boxes	Lot	1	3,300.00			660.00	Mombasa
22	Wooden in and Out Tray	Lot	1	1,500.00			450.00	Mombasa

1 ITEM NO.	2 ITEM DESCRIPTION	3 UNIT OF	4 TOTAL	5 RESERVE	6 UNIT	7 TOTAL TENDER	8 REQUIRED	9 LOCATION OF
OR LOT NO.		ISSUE	QUANTITY	PRICE	PRICE	PRICE IN KSHS.	DEPOSIT IN KSHS.	ITEM FOR VIEWING
23	Metal Filling Cabinet Old	No	1	1,500.00			450.00	Mombasa
24	Cabinet File With Sliding Glass Doors	No	1	2,000.00			600.00	Mombasa
25	Fridge (Fleet) Faulty	No	1	2,000.00			600.00	Mombasa
26	Washing Machine Faulty	No	1	2,500.00			750.00	Mombasa
27	Dryer Faulty	No	4	2,500.00			750.00	Mombasa
28	Computer Desktops And Fax Machine Faulty	No	5	1,500.00			450.00	Mombasa
29	Printers Faulty	No	6	3,000.00			900.00	Mombasa
30	Ups Old	No	6	1,200.00			360.00	Mombasa
31	Radios Vhf Hand Held	No	1	100.00			30.00	Mombasa
32	Pabx Gadget	No	2	200.00			60.00	Mombasa
33	Compressor Obsolete	No	2	5,000.00			1,500.00	Mombasa
34	Split Units Air Conditioner Obsolete	Lot	1	10,000.00			3,000.00	Mombasa
35	Mettallic Worn Out Pipes Replaced	Lot	3	100.00			30.00	Mombasa
36	Gas Cylinders Empty	No	1	200.00			60.00	Mombasa
37	Data Cable Damaged	No	1	100.00			30.00	Mombasa
38	Winch (Quarter Deck) Obsolete	No	6	100.00			30.00	Mombasa
39	Batteries 12v Obsolete	No	4	2,000.00			600.00	Mombasa
40	Camps, Tubes And Bulbs Used	No	4	100.00			30.00	Mombasa
41	Tv Sets	No	2	1000.00			900.00	Mombasa
42	Watching Keeping Receiver Beyond Technical Repair	No	1	400.00			120.00	Mombasa
43	Fridge Small Kitchen Faulty	No	2	2,000.00			600.00	Mombasa
44	Fridge Engine Room Faulty	No	2	2,500.00			750.00	Mombasa
45	Sait Message Terminal Faulty	No	1	100.00			30.00	Mombasa

47 Epii	irb Faulty ed Carpets	No No	1	150.00			
	·	No	1			45.00	Mombasa
40	ed Carpets		1	50.00		15.00	Mombasa
48 Use		No	4	4,000.00		1,200.00	Mombasa
49 Use	ed Carpet Protector	Lot	2	300.00		90.00	Mombasa
50 Use	ed Door Locks	Lot	1	400.00		120.00	Mombasa
51 Bro	oken Wall Clock	No	2	20.00		6.00	Mombasa
52 Dys	sfunctional Paper Shredder	No	1	300.00		90.00	Mombasa
53 Ass	sorted Motor Vehicle Used Parts	Lot	2	5,000.00		1,500.00	Mombasa
54 Dys	sfunctional CPU	No	1	200.00		60.00	Mombasa
55 Dys	sfunctional UPS	No	5	3,000.00		900.00	Mombasa
56 Dys	sfunctional Printer Office Jet K7103	No	1	1,500.00		450.00	Mombasa
57 Dys	sfunctional Keyboards	No	1	1,500.00		450.00	Mombasa
58 Dys	sfunctional Printer HP Desk Jet 5652	No	1	1,500.00		45.00	Mombasa
69 Dys	sfunctional HP Laser Jet Printer	No	1	1,500.00		450.00	Mombasa
60 Dys	sfunctional Scanner HP 5530	No	2	500.00		150.00	Mombasa
61 Dys	sfunctional Scanner Genux	No	1	300.00		90.00	Mombasa
62 Use	ed Motor Vehicle screen/glasses	No	1	500.00		150.00	Mombasa
63 Dys	sfunctional Telephone Heads	No	1	500.00		150.00	Mombasa
64 Bro	oken Plastic Items	No	8	50.00		15.00	Mombasa

1 ITEM NO. OR LOT NO.	2 ITEM DESCRIPTION	3 UNIT OF ISSUE	4 TOTAL QUANTITY	5 RESERVE PRICE	6 UNIT PRICE	7 TOTAL TENDER PRICE IN KSHS.	8 REQUIRED DEPOSIT IN KSHS.	9 LOCATION OF ITEM FOR VIEWING
65	Dysfunctional Sony Camera	No	2	100.00			30.00	Mombasa
66	Louver Windows Broken	No	1	50.00			15.00	Mombasa
67	Dysfunctional Camera Mount	No	1	300.00			90.00	Mombasa
68	Dysfunctional Scanjet Hp	No	1	100.00			30.00	Mombasa
69	Assorted Used Computer Cables	Lot	1	100.00			30.00	Mombasa
70	Broken Paper Punch And Stapler	Lot	1	100.00			30.00	Mombasa
71	Broken Water Pump	No	4	200.00			60.00	Mombasa
72	Assorted Dysfunctional Electric Items	Lot	4	400.00			120.00	Mombasa
73	Broken Fire Alarm Bell	No	1	50.00			15.00	Mombasa
74	Dysfunctional Smoke Detector	No	3	30.00			10.00	Mombasa
75	Defective AC Compressor	No	1	300.00			90.00	Mombasa
76	Defective Old Motor Vehicle Batteries	No	3	3000.00			900.00	Mombasa
77	Defective Old File Trays Plastic/Wire/Steel.	Lot	1	50.00			15.00	Mombasa
78	Assorted Defective Fluorescent Tube Holders	Lot	1	30.00			10.00	Mombasa
79	Defective Boat Anchor	No	1	1000.00			300.00	Mombasa
80	Assorted Old Curtains And Flags	Lot	1	50.00			15.00	Mombasa
81	LG TV Defective	No	1	300.00			90.00	Mombasa
82	Defective HP Printer	No	1	300.00			90.00	Mombasa
83	Defective HP Scanner	No	1	300.00			90.00	Mombas a

1 ITEM NO. OR LOT NO.	2 ITEM DESCRIPTION	3 UNIT OF ISSUE	4 TOTAL QUANTITY	5 RESERVE PRICE	6 UNIT PRICE	7 TOTAL TENDER PRICE IN KSHS.	8 REQUIRED DEPOSIT IN KSHS.	9 LOCATION OF ITEM FOR VIEWING
84	Defective HP Printer 6500A	No	1	300.00			90.00	Mombasa
86	Defective Monitor	No	1	30.00			10.00	Mombasa
87	Assorted Used Newspapers	Lot	1	2,000.00			600.00	Mombasa
88	Motor Vehicle KBG 439C Mitsbushi Station Wagon	No	1	840.000.00			252,000.00	Mombasa
89	Motor Vehicle KBT 314N Isuzu Demax Double Cabin	No	1	790,000.00			237,000.00	Mombasa
90	Motor Vehicle KBT 419N Isuzu Demax Double Cabin	No	1	1,080,000.00			300,000.00	Mombasa
91	Sofa Set	Set	1	650.00			180.00	Sangoro Station
92	Office Table W/O Drawers	No	5	350.00			90.00	Sangoro Station
93	Wooden Dust Bin	No	2	30.00			9.00	Sangoro Station
94	Wooden Chair W/O Arms	No	10	400.00			120.00	Sangoro Station
95	Wooden Chair W/A	No	1	400.00			120.00	Sangoro Station
96	Steel Chair W/A	No	2	200.00			60.00	Sangoro Station
97	Printer Desk Jet 2423	No	1	150.00			15.00	Sangoro Station
98	Used News Papers	Kg	120	1,450.00			420.00	Sangoro Station
99	Used Tyres	No	14	50.00			15.00	Station Station
100	Deep Freezer	No	1	1,400.00			420.00	Sangoro Station
101	Wooden Stool	No	2	20.00			6.00	Sangoro Station
102	Wooden Doors Used	No	5	100.00			30.00	Sangoro Station
103	Printer HP CNCW7Q9LH	No	1	400.00			120.00	Sangoro Station

1 ITEM NO. OR LOT NO.	2 ITEM DESCRIPTION	3 UNIT OF ISSUE	4 TOTAL QUANTITY	5 RESERVE PRICE	6 UNIT PRICE	7 TOTAL TENDER PRICE IN KSHS.	8 REQUIRED DEPOSIT IN KSHS.	9 LOCATION OF ITEM FOR VIEWING
104	Water Disp. Sanyo	No	1	300.00			150.00	Sangoro Station
105	Scrap Metals	Lot	1	2,500.00			750.00	Sangoro Station
106	Cedar Post	Lot	1	100.00			30.00	Sangoro Station
107	Office Desk	No	1	200.00			60.00	Sangoro Station
108	Gk A673	No	1	100,000.00			30,000.00	Sangoro Station
109	Kaj 811s Isuzu P/Up	No	1	50,000.00			15,000.00	Sangoro Station
110	Type Writer Olivetti	No	1	300.00			90.00	Sangoro Station
111	Brocken Slasher	No	3	20.00			6.00	Sangoro Station
112	Ibm Computer Cpu	No	1	200.00			60.00	Sangoro Station
113	Used Iron Sheets	Lot	1	100.00			30.00.00	Sangoro Station
114	Sony Radio CFD 350	No	1	500.00			150.00	Sangoro Station
115	Wooden Table W/O Drawer	No	10	200.00			60.00	Sangoro Station
116	Office Desk Wooden W/D3	No	3	200.00			60.00	Sangoro Station
117	Steel Chair W/O Arm	No	7	150.00			45.00.00	Sangoro Station
118	Piled Roof Tile	Lot	1	3000.00			900.00	
119	Piled Used Timber	Lot	1	400.00			120.00	Sangoro Station
120	Water Tank 1000/250lt	Lot	1	100.00			30.00	Sangoro Station
121	Super Drum 100lt	No	1	50.00			15.00	Sangoro Station
122	Visitor's Chair	No	3	500.00			150.00	Sangoro Station

1 ITEM NO. OR LOT NO.	2 ITEM DESCRIPTION	3 UNIT OF ISSUE	4 TOTAL QUANTITY	5 RESERVE PRICE	6 UNIT PRICE	7 TOTAL TENDER PRICE IN KSHS.	8 REQUIRED DEPOSIT IN KSHS.	9 LOCATION OF ITEM FOR VIEWING
123	Cooker	No	1	500.00			150.00	Sangoro Station
124	Used Chain Link Wire	Lot	5	5000.00			1,500.00	Sangoro Station
125	Car Tyres	No	18	3,000.00			900.00	Kegati Station
126	Basins	No	5	50.00			1.00	Kegati Station
127	Spade	No	5	100.00			30.00	Kegati Station
128	Office Chairs	No	3	500.00			150.00	Kegati Station
129	Wooden Chairs	No	7	150.00			45.00	Kegati Station
130	Typewriter	No	1	250.00			75.00	Kegati Station
131	Motor Bike	No	1	30,000.00			9,000.00	Kegati Station
132	Steel Cabinet	No	2	3000.00			900.00	Kegati Station
133	Slashers	No	4	20.00			6.00	Kegati Station
134	Air Blower	Рс	1	50.00			15.00	Kegati Station
135	Motor	Рс	2	200.00			60.00	Kegati Station
136	Silicon Pump	Рс	1	20.00			6.00	Kegati Station
137	Jembes	No	4	20.00			6.00	Kegati Station
138	Pangas	No	1	20.00			6.00	Kegati Station
139	Oxygen Regulator	No	1	20.00			6.00	Kegati Station
140	Battery Chloride	Lot	1	400.00			120.00	Kegati Station
141	Weighing Balance	Рс	1	200.00			60.00	Kegati Station

1 ITEM NO. OR LOT NO.	2 ITEM DESCRIPTION	3 UNIT OF ISSUE	4 TOTAL QUANTITY	5 RESERVE PRICE	6 UNIT PRICE	7 TOTAL TENDER PRICE IN KSHS.	8 REQUIRED DEPOSIT IN KSHS.	9 LOCATION OF ITEM FOR VIEWING
142	Thermos Flask	Pc	1	10.00			30.00	Kegati Station
143	Computers/Screen	No	4	8000.00 2000.00			2,400.00 600.00	Kegati Station
144	High Back Chairs	No	1	500.00			150.00	Kegati Station
145	Mop Can	No	1	100.00			30.00	Kegati Station
146	Honda Water Pump	PC	1	2000.00			600.00	Kegati Station
147	News Papers	Kg	50	30.00			9.00	Kegati Station
148	Spray Pump	No	1	500.00			150.00	Kegati Station
149	Electric Pump	No	1	1,200.00			360.00	Kegati Station
150	Ups	Рс	1	150.00			45.00	Kegati Station
151	Flash Doors	Рс	5	300.00			90.00	Kegati Station
152	Printers HP	No	5	200.00			60.00	Kegati Station
153	Tiles	Lot	1	30,000.00			9,000.00	Kegati Station
154	Printer/Scanner	Lot	1	5000.00			1,500.00	Kegati Station
155	Pond Liner Used	Roll	2	1000.00			300.00	Kegati Station
156	Olivetti Manual Typewriter	Рс	2	3000.00			900.00	Nairobi Station
157	Stapling Machine	No	1	20.00			6.00	Nairobi Station
158	In And Out Metal Trays	No	2	20.00			6.00	Nairobi Station
159	Executive Tray/Clear	No	6	50.00			15.00	Nairobi Station
160	Head Phones	No	1	100.00			30.00	Nairobi Station

1 ITEM NO. OR LOT NO.	2 ITEM DESCRIPTION	3 UNIT OF ISSUE	4 TOTAL QUANTITY	5 RESERVE PRICE	6 UNIT PRICE	7 TOTAL TENDER PRICE IN KSHS.	8 REQUIRED DEPOSIT IN KSHS.	9 LOCATION OF ITEM FOR VIEWING
161	Aerator Pump	No	1	20.00			6.00	Nairobi Station
162	Air Filter	No	1	10.00			3.00	Nairobi Station
163	Nashua Electric Typewriter	No	1	2,000.00			600.00	Nairobi Station
164	Black Decker Electric Kettle	No	1	200.00			60.00	Nairobi Station
165	Ashton Meyer Kettle	No	1	100.00			30.00	Nairobi Station
166	Executive Pen Holder	No	1	70.00			20.00	Nairobi Station
167	Triplite Ups	No	1	1000.0			300.00	Nairobi Station
168	Apc Ups	No	1	1,000.00			300.00	Nairobi Station
169	Hot Point Heaters	No	2	500.00			150.00	Nairobi Station
170	Extension Cables 4 Way	No	1	30.00			9.00	Nairobi Station
171	Extension Cables 4 Way	No	1	30.00			9.00	Nairobi Station
172	Extension Cables 6 Way	No	1	30.00			9.00	Nairobi Station
173	Extension Cables 6 Way	No	1	30.00			9.00	Nairobi Station
174	Ramton Hovering Machine	No	1	5,000.00			1,500.00	Nairobi Station
176	Metallic Rack	No	1	200.00			60.00	Nairobi Station
177	Mouse Acer	No	1	10.00			3.00	Nairobi Station
178	High Back Chair	No	1	100.00			30.00	Nairobi Station
179	News Papers	Kgs	50	50.00 per Kg			750.00	Nairobi Station
180	Rv Utafiti	No	1	1,000,000.00			300,000.00	Kisumu Station

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

Name of Account Holder: Kenya Marine and Fisheries Research Institute

Name of the Bank: National Bank of Kenya

Branch Name: Nyali Branch

and City: Mombasa

Account Number: 01003007622500

Code SWIFT: NBKEKENXXXX

Sort code: 12065

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

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

## **SECTION IV - STANDARD FORMS**

### **Note on Standard Forms**

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

# 1. Form of Tender

						Date:		•••••
Тол						Tender N	o	
To:	•••••	• • • • • • • • • • • • • • • • • • • •	••••••••••	•••••				
	[Name	e and address of Pr	ocuring Entit	[y]				
Gen	tlemen ar	nd/or Ladies:						
1.	we the said ten	examined the tend undersigned, offer der documents for nder amount in wo	to purchase a the sum of ords and figur	nd collect all res] or such or	the items off	ered to us i nay be asce	n conformity vertained in acc	with the
2.	We und	e Schedule of Items ertake, if our Tendenents of the tender.	ler is accepte					with the
3.	opening	e to adhere by the to of the Instructions to before the expirat	to tenderers,	and it shall r				
4.	We und	erstand that you are	not bound to	accept the hi	ghest or any t	ender that y	ou may receiv	e.
SCE	HEDULE	OF ITEMS AND	PRICES					
	1	2	3	4	5	6	7	7
	Item No.	Description of Item	Unit of Issue	Total Quantity	Unit price	Total Tender Price	Required Deposit	
	1							
	2							
	3							-
	5							_
				L		1		
Date	d this		day	of			_20	
[Sign	nature]			[In the	capacity of]			
Duly	authorize	d to sign tender for a	and on behalf o	f				

## **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				
LocationofbusinessPremises				
Street/RoadPostal Ad				
of business				License
NoEx	xpiring date			
Maximum value of business which you c	an handle at any one time	e Kenya		
shillings(In v	vords)	•••••		
Name of your Bankers				
Part 2 (a) – Sole Proprietor or Individu	ıal			
Your Name in full			Age	
Nationality				
Citizenship details (ID and or Passport N		•		
Name				
rame	••••••	and signature	•••••	•••••••
Part 2 (b) Partnership				
Given details of partners as follows:				
Name	Nationality	Citizenship Details		
1				
2				
3			•••••	
[Name, Designation and Signature of Ter Name				
Designation				
Signature and Company stamp or Seal			•••••	•••••
Part 2 (c) - Registered Company (Priva	ate or Public)			
State the nominal and issued capital of co				
Given details of all directors as follows:				
Name	Nationality	Citizenship Details	Shares	
1				
2				
3				
4				
5				

ETC.

Name	
Date	
6. Tender deposit commitment Declaration Form  Tender No	
Fender No	
As indicated in the schedule of items and prices, we do confirm that we have as supported by the attached copies of receipts as follows:-    ITEM No. or	
As indicated in the schedule of items and prices, we do confirm that we have supported by the attached copies of receipts as follows:-    ITEM No. or	
As indicated in the schedule of items and prices, we do confirm that we have supported by the attached copies of receipts as follows:-    ITEM No. or	onts)
ITEM No. or Item Description Depo (Ksh 1	cms)
ITEM No. or Lot No. (Ksh  1  2  3  4  5  thorizing Official	ve put deposits for the items tende
Lot No. (Ksh  2  3  4  5  thorizing Official	
Lot No. (Ksh  2  3  4  5  thorizing Official	
1	sit Receipt No. and Dat
2 3 4 5 thorizing Official	s.)
3 4 5 horizing Official	
3 4 5 horizing Official	
thorizing Official	
horizing Official	
thorizing Official	
thorizing Official(Name)	
(Name)	
(Name)	
(Name)	
(Name) Signation	
iignature)	
Signature)	

## **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.

	, of Post Office Box being a resident of do hereby make a statement as ows:-
1.	THAT I am the Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of
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.
 (Ti	(Signature) (Date)

## FORM SD2

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

	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
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.
 (T	itle) (Signature) (Date)
ъ.	11 1 0 2 1 1 2

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 D	Disposal Act, 2015, Regulations and the Code of Ethics for persons
participating in Public Procurement and Asset I	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 applic	eable)
Witness	
Name	
Sign	Date

## LETTER OF NOTIFICATION OF AWARD

[Letter head	paper of th	e Procuring
Entity] [Dat	<i>e]</i>	

To:	[name and address of the Contractor] This is to notify you that your Tender dated [date] for the purchase of
the it	tems and at prices listed on the table below is here by accepted
bv	(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	<b>Total Quantity</b>	Unit price	Offered Price
1				
2				
3				
4				
TOTAL	PRICE OF ALL ITEMS			XXXXX

Authorized Signature:
Name and Title of Signatory:
Name of Procuring Entity

### COPY OF THE LETTER OF NOTIFICATION OF AWARD

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

To: [name and address of the Purchaser]

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.	<b>Description of Item</b>	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)

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		

**Board Secretary** 

#### FORM FOR REVIEW(r.203(1))

# PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD APPLICATION NO......OF......20...... **BETWEEN** .....APPLICANT **AND** ......RESPONDENT (Procuring Entity) REQUEST FOR REVIEW No......Email ......, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds, namely: 1. 2. By this memorandum, the Applicant requests the Board for an order/orders that: 1. 2. SIGNED ......(Applicant) Dated on.....day of ....../...20..... FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on......day of .....20...... **SIGNED**