



TENDER DOCUMENT

FOR

DISPOSAL OF IDLE ASSETS

TENDER NO. RU/DISP01/16-17

CLOSING DATE

TUESDAY, 5TH SEPTEMBER, 2017

CLOSING TIME

10.00AM

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1.0 INTRODUCTION

- 1.1 This Standard tender document for Sale of disposable Stores and Equipment has been prepared for use by public entities in Kenya in the disposal stores and equipment as provided by part X of the Public Procurement and Asset Disposal Act, 2015.
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the tender notice. The final document to be provided to the tenderers should not have blank spaces or give options
 - (b) The instructions to the tenderers should remain unchanged. Any necessary amendments to these parts should be made through the Appendix to instructions to tenderers.
- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

SECTION I - INVITATION TO TENDER

RONGO UNIVERSITY
P. O. Box 103-40404, RONGO.
Website: www.rongovarsity.ac.ke

TENDER NOTICE

- 1.1 **Rongo University** invites sealed tenders from eligible candidates for the tender indicated below;

Tender No.	Item Description
RU/OT/DISP01/16-17	Disposal of idle assets

- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents from the Procurement Office, Rongo University, Main Campus located along Rongo – Migori Road, 2km from Kanga junction during normal working hours between 9.00am and 4.00pm on working days.
- 1.3 The tender documents may be downloaded free of charge from Rongo University website www.rongovarsity.ac.ke or <http://supplier.treasury.go.ke>, IFMIS Portal. The bidders who pick the tender documents from the Procurement Office are required to pay a non-refundable fee of Kshs. 1,000 (Kenya Shillings One Thousand only) in cash deposit or Bankers Cheque payable to Rongo University at Co-operative Bank, Rongo Branch, A/C No. 01129477027400. Tenderers who have paid are required to obtain an official receipt from the cash office at Rongo University Main Campus.
- 1.4 Prices quoted should be net inclusive of all taxes and must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.5 Tenderers will be required to pay in advance a refundable deposit as indicated in the bidding document for Tender No. RU/OT/DISP01/16-17.
- 1.6 Completed Tender documents must be enclosed in plain sealed envelopes clearly marked with tender name and tender number and be deposited in the Tender Box situated at The Administration Block or be addressed to:

The Vice Chancellor
Rongo University
P.O. Box 103-40404
Rongo, Kenya

To be received on or before Tuesday, 5th September, 2017 at 10.00am.

Tender documents will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend in the University Boardroom.

SECTION II - INSTRUCTIONS TO TENDERERS

2.0 INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under the Act.

2.2 Cost of Tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1, 000/=
- 2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
- (i) Invitation to tender
 - (ii) Instructions to tenderers
 - (iii) Schedule of items and price
 - (iv) Conditions of Tender
 - (v) Form of tender
 - (vi) Confidential Business questionnaire Form
 - (vii) Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.
- 2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 2.4.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

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

2.7 Tender deposit

- 2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.
- 2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification

of the bid for the item.

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

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

2.7.5 The tender deposit may be forfeited:

(a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.

(b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

2.8.1 Tenders shall remain valid for 120 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

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

2.9. Viewing of Tender Items

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

2.10 Sealing and Marking of Tenders

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "DO NOT OPEN BEFORE **Tuesday, September 5th 2017 at 10.00 AM.**

2.11 Deadline for Submission of Tenders

2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **Tuesday, September 5th 2017 at 10.00 AM.**

2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of

tenders by amending the tender documents in accordance with paragraph 2.5. in which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications and Withdrawals of Tenders

2.12.1 Modification of tenders

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

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

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

2.12.2 Withdrawals and tenders

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

2.13 Opening of Tenders

2.13.2 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend **at 10.00 AM on Tuesday, September 5th 2017** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

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

2.14 Clarification of tenders

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

2.14.3 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's

tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.15 Evaluation and Comparison of Tenders

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

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

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

2.16 Award Criteria

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

2.17 Notification of Award

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

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

2.18 Contacting the Procuring entity

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

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

Appendix to Instructions to tenderers.

Notes on the appendix to the Instructions to Tenderers.

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

Appendix to Instructions to tenderers.

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

SECTION III – (A) SCHEDULE OF ITEMS

S/ N	ITEM DESCRIPTION	UNIT	QTY	LOCATION	RESERVE PRICE (UNIT PRICE)	BIDDER'S UNIT PRICE (KSHS)	BIDDER'S TOTAL PRICE (KSHS)
1.	Jerrican 20lts	Pc	450	Stores	80		
2.	Buckets 10kgs	Pc	10	Stores	50		
3.	Empty cartridges	Pc	600	Stores	20		
4.	Extension cables	Pc	150	Stores	50		
5.	Empty bags of cement	Pc	500	Stores	10		
6.	Television Set	Pc	1	Stores	2,000		
7.	Old newspapers	Pc	20kgs	Library	20		
8.	Light blue wrappers	Pc	4	Games Office	20		
9.	Light blue shorts	Pc	7	Games Office	20		
10.	Green shorts	Pc	16	Games Office	20		
11.	Green wrappers	Pc	8	Games Office	20		
12.	Green/white stripped blouses	Pc	9	Games Office	50		
13.	Blue shorts	Pc	6	Games Office	20		
14.	White shorts	Pc	3	Games Office	20		
15.	Blue sleeveless tops	Pc	1	Games Office	30		
16.	Red shorts	Pc	2	Games Office	20		
17.	Soccer boots	Pairs	12	Games Office	50		
18.	Athletics shoes	Pairs	4	Games Office	50		
19.	Rubber shoes	Pairs	2	Games Office	50		
20.	Volleyball nets	Pcs	8	Games Office	100		
21.	White shin guard	Pair	1	Games Office	100		
22.	Soccer balls	Pcs	4	Games Office	100		
23.	Netball balls	Pcs	2	Games Office	100		
24.	Basketball balls	Pcs	3	Games Office	200		
25.	Handball balls	Pcs	3	Games Office	100		
26.	Rugby ball	Pc	1	Games Office	100		
27.	Hockey ball	Pc	1	Games Office	100		
28.	Volleyball balls	Pcs	3	Games Office	100		
29.	Hockey sticks	Pcs	2	Games Office	50		
30.	Javelin (Men)	Pc	1	Games Office	100		
31.	Armaco Fridge	Pc	1	Health Dept	2,000		
32.	Autoclave	Pc	1	Health Dept	2,500		
33.	Weighing scale	Pc	1	Health Dept	200		
34.	Wall clocks	Pc	1	Health Dept	50		
35.	Digital thermometers	Pcs	6	Health Dept	20		
36.	Rechargeable lantern	Pc	1	Health Dept	100		

37.	Fridge guard	Pc	1	Health Dept	20		
38.	Faulty vehicle batteries	Pcs	7	Transport Office	500		
39.	Bus tyres	Pcs	10	Transport Office	1,800		
40.	Small tyres	Pcs	25	Transport Office	1,000		
41.	Mild Steel	Tons	2	Estates	15.00		
42.	Cast Iron	Kgs	Assorted	Estates	10.00		
43.	Aluminium	Kgs	10	Estates	100.00		
44.	Stainless Steel	Kgs	1	Estates	40.00		
45.	Laserjet printer	Pc	1	HR	2,000		
46.	Indian toilets	Pcs	3	Hostels & Catering	200		
47.	Tea urn	Pcs	3	Hostels & Catering	200		
48.	Vacuum flask	Pcs	7	Hostels & Catering	20		
49.	Sky plast	Pcs	2	Hostels & Catering	50		
50.	UPS 650VA	Pcs	36	ICT OFFICE	500		
51.	UPS 1500VA	Pcs	4	ICT OFFICE	1,000		
52.	Smart switch	Pcs	5	ICT OFFICE	500		
53.	Smart switch	Pcs	8	ICT OFFICE	100		
54.	Printers	Pcs	7	ICT OFFICE	2,000		
55.	Scanner	Pcs	1	ICT OFFICE	500		
56.	CPU	Pcs	13	ICT OFFICE	2,000		
57.	ZTE Orange desk phone	Pcs	1	Post Grad Office	500		
58.	Desktop (Dev)	Pcs	1	Post Grad Office	2,000		
59.	CPU	Pcs	1	Post Grad Office	2,000		
60.	Keyboard	Pcs	1	Post Grad Office	200		
61.	T-Doors	No.	14	Estates	1,000		
62.	Batten doors	Pcs	11	Estates	600		
63.	Paneled mahogany flush doors	Pcs	5	Estates	1,000		
64.	Flat flush doors	Pcs	39	Estates	900		
65.	Wheelbarrow	Pcs	5	Estates	500		

Authorizing Official:

Name: _____

Signature: _____

Date: _____

SECTION IV - CONDITIONS OF TENDER

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

Appendix to Conditions of Tender

Notes on appendix to Conditions of tender

1. The clauses in the appendix to conditions of tender are intended to assist the procuring entity in procuring specific information in relation to corresponding clauses in the conditions of tender.
2. The Provisions of the appendix complement the conditions of tender included in Section IV.

In preparing the appendix, the following aspects should be taken into consideration;

- (a) Information that complement provisions of Section IV to be incorporated
- (b) Amendments and or supplements to provisions of Section IV, as necessitated by the circumstances of the specific items of sale must also be incorporated.
- (c) Section IV should remain unchanged and can only be amended through the appendix.

Appendix to conditions of tender

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

Conditions of tender reference

SECTION V - STANDARD FORMS

Notes on Standard Forms

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

5.1 Form of Tender

Date: _____

Tender No. RU/OT/DISP01/16-17

To:

.....

[name and address of procuring entity]

Gentlemen and/or Ladies:

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

Dated this day of 20.....

[Signature] [In the capacity of]

Duly authorized to sign tender for and on behalf of

5.2 Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. You are advised that it is a serious offence to give false information on this form

Part 1 – General

Business Name

.....

Location of business Premises

.....

Plot No. Street/Road

Postal Address Tel No.

Nature of business

Current Trade Licence No. Expiring date

Maximum value of business which you can handle at any one time
Kshs

Name of your bankers Branch

.....

Part 2 (a) – Sole Proprietor

Your Name in full Age

Nationality Country of origin

Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

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.

Date

Seal/Signature of Candidate

5.3 Tender deposit commitment Declaration Form

Tender No. RU/OT/DISP01/16-17

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 Number	ITEM No. or Lot No.	Item Description Deposit	Kshs.	Receipt No. and Date	Authorizing Official	Name	Signature	Date

Authorizing Official:

Name: _____

Signature: _____

Date: _____

5.4. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No. RU/OT/DISP01/16-17

Tender Name: Disposal of idle assets

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you. Please acknowledge receipt of this letter of notification signifying your acceptance. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

5.5 REQUEST FOR REVIEW FORM

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION

NO.....OF.....20.....BETWEEN.....

....

APPLICANT AND.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)

of.....dated the...day of20.....in the matter of Tender

No.....of.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address:

Physical address.....Fax No.....Tel. No.....Email, hereby request

the Public Procurement Administrative Review Board to review the whole/part of the

above mentioned decision on the following grounds , namely:-

1.

2

e

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

that: -

1.

2

e

t

c

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day

of.....20.....

SIGNED Board Secretary