



KENYA RAILWAYS

TENDER NO. KRC/PLM/056/2018-2019

DISPOSAL OF CORPORATION ASSETS

CLOSING DATE: July 16, 2019 AT 10:00 AM

**THE MANAGING DIRECTOR
KENYA RAILWAYS
P.O BOX 30121-00100
NAIROBI.**

TABLE OF CONTENTS

		PAGE
	INTRODUCTION	3
SECTION I	INVITATION TO TENDER.....	4
SECTION II :	INSTRUCTIONS TO TENDERERS.....	6
	Appendix to Instructions to tenderers.....	14
SECTION III	SCHEDULE OF ITEMS AND PRICE.....	18
SECTION IV	CONDITIONS OF TENDER.....	32
	Appendix to Conditions of Tender.....	33
SECTION V :	STANDARD FORMS.....	36
	5.1 FORM OF TENDER.....	37
	5.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM.....	38
	5.3 TENDER DEPOSIT COMMITMENT DECLARATION FORM.....	39
	5.4 LETTER OF NOTIFICATION OF AWARD.....	40
	5.5 INTEGRITY DECLARATION FORM.....	42
	5.6 NON-DEBARMENT STATEMENT.....	43
	5.7 REQUEST FOR REVIEW FORM.....	31

INTRODUCTION

Kenya Railways (KR) is a State Corporation established in 1978 under the Kenya Railways Act (Cap 397) of the Laws of Kenya. The overall mandate of the Corporation then was to provide a coordinated and integrated system of rail and inland waterways transport services and inland port facilities within Kenya. The Act was amended through The Kenya Railways (Amendment) Act 2005 to make it possible for the Board of Directors to enter into concession agreements or other forms of management for the provision of rail transport services. Following this Amendment, KR conceded railway operations to Rift Valley Railways Ltd (K) from November 1, 2006 for 25 years for freight services and 1 year for passenger services. At the time, Kenya Railways was mandated to promote, facilitate and participate in the National and Metropolitan Railway development through:

- ❖ Developing a Standard Gauge Railway network within the country and connected to neighbouring countries
- ❖ Developing rail commuter services within and around major towns in Kenya (Nairobi, Mombasa, Nakuru, Eldoret and Kisumu)

The Corporation has since undergone numerous developments, with the 2006 Concession agreement signed with the Rift Valley Railways (Kenya) being terminated in July, 2017. Subsequently, the Corporation has taken back the role of management of the concession and operations of the Commuter Rail, in addition to that of management of non-conceded assets.

Another development is the Corporation's recent completion of the implementation of the first phase of the country's mega-flagship project, the Standard Gauge Railway (SGR), with operations of the Madaraka Express on course.

Further to this, the Corporation recently revised its Strategic Plan, now guided by the SP of 2017-2022, with our new Vision "*To be a provider of world class rail services*" and our new Mission "*To develop an integrated rail network and provide efficient and safe rail services*". With this, KR serves as a blueprint that will catapult the sector towards world-class railway infrastructure, operations and services, making KR a pace setter and reference point on railway matters in the region.

In pursuit of our new strategic vision, the purpose of KR is:

- To develop new railways projects and rehabilitate existing infrastructure and facilities through proper planning and effective project implementation.
- To ensure that efficiency is a hallmark of our operations. We ensure that available resources are deployed in providing freight and passenger services to our customers. Railway undertakings are carried out in a safe and sustainable manner for the sake of our environmental conservation, financial wellbeing of the Corporation and our customers for the overall economic prosperity of our country in the long term.

The above can only be realized by applying the core values of business currently employed at the state Corporation. These are:

- **Integrity:** We are guided by probity and highest business ethics in carrying out our business.
- **Accountability:** we are committed to being accountable and responsible to our customers and stakeholders.
- **Reliability:** We strive to be reliable, dependable and consistent in delivering world class rail services. We will deliver services within the specified time and standard to the satisfaction of our customers.
- **Safety:** We promise to pay special attention to detail in the safety and security requirements of our customers, workers and the community. We guarantee that fidelity to safety and security will underpin all our activities and operations.
- **Collaboration:** We will work jointly with stakeholders to ensure efficient service delivery and provide effective solutions to customers. We are committed to team work in pursuit of our common vision for the railways industry.

Kenya Railway (KR) invites application from interested and eligible Firms for the purchase of Assets as follows;

1. LOT 1 - Motor Vehicles
2. LOT 2 – Assorted Office Furniture – Kenya Railways Head Office
3. LOT 3 – ICT Materials – Kenya Railways Head Quarters
4. LOT 4 – Assorted Wooden Doors And Windows
5. LOT 5 – Assorted Office Furniture - Kenya Railways Head Quarters

SECTION I - INVITATION TO TENDER

DATE: JULY 2, 2019

TENDER REF NO: KRC/PLM/056/2018-2019

**TENDER NAME: DISPOSAL OF CORPORATION ASSETS
(OBSOLETE STORES & EQUIPMENTS)**

- 1.1 The Kenya Railways now invites sealed tenders from eligible candidates to **Purchase Corporation Assets**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Railways Procurement office Block C on First Floor During working days (between 9 am to 4 pm) or from KR website www.krc.co.ke, www.tenders.go.ke and www.supplier.treasury.go.ke
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of (Kshs.1000) for Hard Copies. Soft Copies and Downloaded Documents will be issued free of Charge. Bidders must express their interest through registering their details (Name, Contact details both telephone and Email address) by email addressed to procure@krc.co.ke for registration immediately.
- 1.4 Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
- 1.5 Viewing will be open to interested bidders during normal working days between 9:00 am to 3:00 pm
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box at Kenya

Railways Headquarters – Block C at the Reception Area or addressed to;

**The Managing Director
Kenya Railways
P.O Box 30121-00100
Nairobi.**

so as to be received on or before **(Friday July 16, 2019)**

- 1.7 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.8 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at Kenya Railways Headquarters' Block C First floor Sattima Conference Room

**GM – Supply Chain Manager
FOR: MANAGING DIRECTOR**

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	6
2.2 Cost of tendering.....	6
2.3 Tender documents.....	6
2.4 Clarification of documents.....	6
2.5 Amendments of documents.....	7
2.6 Tender prices and currencies.....	7
2.7 Tender deposit.....	8
2.8 Validity of tenders.....	8

2.9	Viewing of the tender items.....	9
2.10	Sealing and marking of tenders.....	9
2.11	Deadline for submission of tenders.....	9
2.12	Modification and withdrawal of tenders.....	9
2.13	Opening of tenders.....	10
2.14	Clarification of tenders.....	10
2.15	Evaluation and comparison of tenders.....	11
2.16	Award of tender criteria.....	11
2.17	Notification of award.....	11
2.18	Contacting the procuring entity.....	12

SECTION II - INSTRUCTION TO TENDERERS

2.1 Eligible Tenderers

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

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

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

2.2 Cost of Tendering

2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring

entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.2.2 The price to be changed 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 thirty (30) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent

to all prospective tenderers that have received the tender document.

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

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

2.5 Amendment of Documents

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

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

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

2.6 Tender Prices and Currencies

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

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

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

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

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

2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible 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 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.

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 July 16, 2019 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 Friday **Tuesday July 16, 2019 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 Tuesday July 16, 2019 at 10:00 AM** 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.

Appendix A – Appendix to Instruction to Tenderers

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

--	--

Instructions to Tenderers Reference	<i>Particulars of appendix to Instructions to tenderers</i>
2.1.1	<i>This invitation to tender is Open to all Interested tenderers (Sole Proprietors, Partnerships, Companies or any other form)</i>
2.2.2	The Tender Document will cost 1,000.00 for hard copy, Soft copy and downloaded tender document shall be free of charge
2.4.1	Prospective Tenderers requiring clarification of the tender document may notify Kenya Railways in writing or by post at the following address; The Managing Director, Kenya Railways, P.O. Box 30121 – 00100 Nairobi, Kenya Tel: +254 Email: procure@krc.co.ke
2.6.3	The prices quoted shall be in Kenya Shillings
2.7.1	Tenderers will be required to pay a refundable deposit of 10% of the tender sum in cash deposited to Kenya Railways account. Bank : KCB Moi Avenue Branch Account Name: Kenya Railways Reference No: MM/HQO/CSH/CSH/1 Account No:1108981917 The Tender deposit shall be forfeited; a. If the tenderer withdraws its tender during the period of tender validity specified Clause 2.8 of the Invitation to tender document b. In case of a successful tenderer, if the tenderer fails to pay the balance of the bid price within 14 days of tender award of the tender and signing of the contract.
	<i>The tender validity period will be 90 days from date of</i>

2.8.1	<i>tender opening date</i>
2.9.1	Viewing of tender items will be done on normal working days between 9:00 a.m to 3:00 pm.
2.11	<p>Tenders must be received by Kenya Railways at the following address; Be deposited in the Tender box located at Reception Area, Kenya Railways Headquarters’ Block C , during normal working hours or addressed to reach,</p> <p style="text-align: center;">The Managing Director Kenya Railways P.O Box 30121-00100 Nairobi.</p> <p>So as to be received on or before Tuesday July 16, 2019 at 10:00 a.m.</p>
2.15	<p>Evaluation and Comparison of Tenders</p> <ul style="list-style-type: none"> • Kenya Railways will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether documents are 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 Kenya Railways. Other evaluation parameters are as specified in the tender data sheet. • Kenya Railways will evaluate and compare the tenders which have been determined to be substantially responsive • The tender evaluation committee shall evaluate the tenders within the validity period from the date of tender opening • The following above requirements must be met by the tenderer notwithstanding other requirement in the tender documents. <p>a. Financial Evaluation</p> <p>The contract will be awarded to the person/firm with the highest Bid Price / bid offering the highest price as</p>

	indicated in the tender form
--	------------------------------

Appendix B – Tender Evaluation Criteria

PRELIMINARY EVALUATION/MANDATORY EVALUATION

A	PRELIMINARY EVALUATION/ MANDATORY REQUIREMENT	Mandatory
1.	Submit a Copy of Certificate of Registration/Incorporation for a company and or National ID for Individual applicant	Mandatory
2.	Copy of PIN Certificate	Mandatory
3.	Copy of Current KRA Tax Compliance Certificate	Mandatory
4.	Must fill and Sign the Form of Tender in the Format provided	Mandatory
5.	Must Submit a duly filled and signed confidential business Questionnaire Form indicating the names of all the shareholders/Directors	Mandatory
6.	Must fill the Price Schedule in the format provided in the tender document	Mandatory
7.	Bidder Must provide a Bid Deposit equivalent to 10% of the Quoted Tender Sum in form of Bank Deposit paid to Kenya Railways Accounts. Bidder Must attach a copy of the Deposit Slip to the Tender Document submitted.	Mandatory
8.	Bidders should have their documents paginated consistently to ensure compliance with Section 74 (1) (i) Public Procurement and Assets Disposal Act, 2015 (in format 1,2,3,4.....to the last page).	Mandatory
	<i>Pursuant to Section 80 of Public Procurement and Assets Disposal Act, 2015 any tender not meeting the mandatory and other eligibility criteria will not proceed to Financial Evaluation Stage.</i>	
B	FINANCIAL EVALUATION The Highest evaluated Tender will be recommended for award for each item	

SECTION III-SCHEDULE OF ITEMS AND PRICES

SECTION III - SCHEDULE OF TERMS AND PRICES

LOT 1 - MOTOR VEHICLES

NO	DESCRIPTION	REGISTRATION NO.	LOCATION	VALUATION UNIT PRICE	BID PRICE PER UNIT	TOTAL BID PRICE
1.	Nissan Sunny	KAJ 371S	KR Head Quarters	70,000.00		
2.	Volkswagen Passat (1800CC) Saloon	KBJ 069U	KR Head Quarters	480,000.00		

LOT 2 – OFFICE FURNITURE ASSORTED - KENYA RAILWAYS HEAD OFFICE

S/No.	Assets to be Disposed	Units of Measure	Qty	General Condition of the item	Reserve Price (Kshs)	Bid price per Unit (Kshs.)	Total (Kshs.)
1.	Office Chairs	Lot	155	Torn Covers and broken	15,500.00		
2.	Assorted floor wooden blocks	Lot	Lot	Broken	5,000.00		
3.	Tyres	Lot	26	Worn out	13,000.00		

LOT 2 – ASSORTED OFFICE FURNITURE AND EQUIPMENT – RAILWAY TRAINING INSTITUTE

S/No.	Item Description	Unit of Measure	Qty	Reserve Unit Price (Kshs)	Bid Price (Kshs) per Unit	Total Bid Price(Kshs.)
1.	Accer AC713 CRT Monitor	Pcs	6	500.00		
2.	Compaq CRT Monitor	Pcs	4	500.00		
3.	Epson LX-300	Pcs	1	3,500.00		
4.	HP LaserJet 4000N	Pcs	2	2,500.00		
5.	HP Pro 3120 MT	Pcs	20	6,500.00		
6.	Dell Optiplex 330	Pcs	9	3,500.00		
7.	HP Compaq DC7700	Pcs	3	3,500.00		
8.	APC UPS	Pcs	2	1,200.00		
9.	Analogue Phones	Pcs	7	150.00		
10.	HP PSC 1410 3 in 1	Pcs	2	4,500.00		
11.	HP LaserJet 1300	Pcs	1	2,000.00		
12.	HP LaserJet 4050N	Pcs	2	2,000.00		
13.	UPS	Pcs	9	500.00		
14.	HP P2055	Pcs	1	1,500.00		
15.	HP Color LaserJet 2600N	Pcs	1	2,000.00		
16.	HP DESKJET 1125C	Pcs	1	1,500.00		
17.	Typewriter	Pcs	1	100.00		
18.	HP DeskJet 3650	Pcs	1	3,500.00		
19.	HP L1706 Monitor	Pcs	1	2,500.00		

S/No.	Item Description	Unit of Measure	Qty	Reserve Unit Price (Kshs)	Bid Price (Kshs) per Unit	Total Bid Price(Kshs.)
20.	Meccer PC	Pcs	1	5,000.00		
21.	HP TFT Monitors	Pcs	9	1,500.00		
22.	Keyboards	Pcs	11	250.00		
23.	Mouse	Pcs	17	150.00		
24.	HP Pro 6300	Pcs	1	3,500.00		
25.	HP tc4400	Pcs	2	1,500.00		
26.	Panasonic KX-TD1232	Pcs	1	3,000.00		
27.	HP G3	Pcs	2	2,500.00		
II.	RTI - CATERING AND ACCOMMODATION					
1.	Tea Urn –medium	No.	8	500.00		
2.	Charcoal jikos	No.	4	150.00		
3.	Sufuria - medium	No.	7	250.00		
4.	Electric kettle	No.	2	-		
5.	Sufuria - large	No.	6	300.00		
6.	Metalic water jugs	No.	5	-		
7.	Thermos - assorted	No.	12	-		
8.	Wooden Trays	No.	10	20.00		
9.	Microwave oven	No.	2	-		
10.	Blenders	No.	2	-		
11.	Pressure lamps	No.	6	50.00		
12.	Lantern Lamps	No.	1	20.00		
13.	Sony TV. 21'	No.	1	-		

S/No.	Item Description	Unit of Measure	Qty	Reserve Unit Price (Kshs)	Bid Price (Kshs) per Unit	Total Bid Price(Kshs.)
14.	Deep freezer	No.	1	200.00		
15.	Fridge	No.	1	200.00		
16.	Broken crockery	Boxes	5	-		
17.	Broken crockery	Crates	2	-		
18.	Mattresses	Pcs.	200	50.00		
19.	Old curtains	Pcs.	12	50.00		
20.	Old bed sheets	Pcs.	55	50.00		
21.	Old blankets	No.	5	50.00		
RTI – HUMAN RESOURCES AND ADMINISTRATION						
1.	Wooden Shelf	PC	6	250.00		
2.	Broken Steel Chairs	PC	591	100.00		
3.	Wooden Drawing Tables	PC	39	150.00		
4.	Wooden Door	PC	3	200.00		
5.	Asbestos Pipes	PC	4	200.00		
6.	Steel Wooden Form	PC	13	100.00		
7.	Wooden Work Benches	PC	76	200.00		
8.	Broken Office Chairs	PC	1	300.00		
9.	Wooden Work Benches (Large)	PC	2	300.00		
10.	Wooden Tables	PC	17	150.00		
11.	Ceramic Hand Wash Basin	PC	1	150.00		

S/No.	Item Description	Unit of Measure	Qty	Reserve Unit Price (Kshs)	Bid Price (Kshs) per Unit	Total Bid Price(Kshs.)
12.	Wooden Forms (Small)	PC	5	100.00		
13.	Metallic Stand Podium	PC	2	500.00		
14.	Pool Table	PC	1	100.00		
15.	Plastic Brown Chairs	PC	400	50.00		
16.	Plastic White Chairs	PC	200	50.00		
17.	Steel Pipes	PC	4	300,00		
18.	Wooden Table Top	PC	4	200.00		
19.	Timber Walk Stand	PC	9	100.00		
20.	Wooden Chairs	PC	5	50.00		
21.	Wood Panels	PC	7	100.00		
22.	Television	PC	3	2,000.00		
23.	Piano	PC	1	1,000.00		
24.	Round Wooden Table	PC	1	100.00		
25.	Reception Table	PC	1	100.00		
26.	Water Pump 0.5 Hp	PC	7	1,000.00		
27.	Water Pump 1 Hp	PC	4	1,000.00		
28.	Water Dispenser	PC	1	2,000.00		

LOT 3 - ICT MATERIALS – KENYA RAILWAYS HEADQUATERS

Item No.	Description of Item	Unit of Measure	Qty	Reserve Price (Kshs)	Bid Price (Kshs.)	Total Bid Price (Kshs.)
1.	Dell Optiplex 360 Desktop Computer	PCS	25	37,500.00		
2.	Dell Optiplex 330 Desktop Computer	PCS	4	4,000.00		
3.	Dell Optiplex GX150 Desktop Computer	PCS	3	1,500.00		
4.	Dell Optiplex GX240 Desktop Computer	PCS	5	2,500.00		
5.	Acer Power S280 Desktop Computer	PCS	15	7,500.00		
6.	Dell Optiplex GX280 Desktop Computer	PCS	3	3,000.00		
7.	Dell Optiplex 320 Desktop Computer	PCS	3	3,000.00		
8.	CANON MF8180C PRINTER	PCS	9	27,000.00		
9.	Kyocera Mita Copier -KM-C4035	PCS	1	10,000.00		
10.	Hitachi CP-X3010Z Projector	PCS	1	5000		
11.	Mannesmann Tally MT 691 Dot Matrix Printer	PCS	1	10,000.00		

Item No.	Description of Item	Unit of Measure	Qty	Reserve Price (Kshs)	Bid Price (Kshs.)	Total Bid Price (Kshs.)
12.	Canon MF 4690 PL Laser Printer	PCS	1	5,000.00		
13.	Xerox Work Centre M15	PCS	1	500.00		
14.	Kyocera FS-C2126MFP Printer	PCS	9	270,000.00		
15.	Tally T6218 Dot Matrix Printer	PCS	1	10,000.00		
16.	HP Laserjet 1522 nf MFP	PCS	1	1,000.00		

LOT 4- ASSORTED WOODEN DOORS AND WINDOWS

Item No.	Item Service Description	Unit of issue	Qty	Reserve Price (Kshs)	Bid Price (Kshs)	Total Bid Price (Kshs.)
	SUPPLIES YARD NAIROBI					
1.	Wooden Doors	No	8	300.00		
2.	Wooden Widows	No	6	100.00		
	VOI YARD					
1.	Corrugated iron sheets G24	No	400	500.00		
2.	Metallic Doors	No	38	1000.00		
3.	Wooden Doors	No	10	1500.00		
4.	Metallic widows	No	50	300.00		
5.	Wooden Widows	No	13	500.00		

ASSORTED OFFICE FURNITURE – SUPPLIES

MATERIALS FOR DISPOSAL		Qty	Unit of Measure	Reserve Price (Kshs.)	Bid Price (Kshs.)	Total Bid Price(Kshs.)
STORE KRC 19152 DIVISION V						
LOT 1						
1.	Arm Chairs	53	EA	500		
2.	stools	9	EA	600		
3.	Office Chairs	28	EA	500		
4.	sofas	7	EA	2000		
LOT 2						
1.	Tables	23	EA	2000		
2.	Doors	1	EA	6000		
3.	Filing Trays	10	EA	800		
4.	Long Chairs	3	EA	2000		
5.	Pedestals	5	EA	1000		
6.	Cupboards	2	EA	1500		
7.	Cabinets	10	EA	4000		
8.	Filing Shelves	11	EA	2000		
LOT 3						
KRC 19157 NEXT TO RCE FENCE						
LOT 1						
1.	Pedestals	14	EA	1000		
2.	Tables	17	EA	2000		
3.	Cupboards	4	EA	1500		
4.	Wooden Trays	5	EA	800		

5.	Filing Shelves	16	EA	2000		
6.	Doors	2	EA	6000		
LOT 2						
1.	Tables	18	EA	2000		
2.	Filing Shelves	5	EA	2000		
3.	Cupboards	4	EA	1500		
4.	Pedestals	14	EA	1000		
5.	Filing trays	7	EA	800		
6.	Filing Tables	2	EA	2000		
LOT 3						
1.	Arm Chairs	95	EA	500		
2.	Stools	8	EA	600		
3.	Round tables	1	EA	2000		
LOT 4						
1.	Metalic Cabinets	48	EA	4000		
2.	Tables with metalic stands	15	EA	2000		
3.	Office Chairs	10	EA	500		
LOT 5						
1.	Cupboards	11	EA	1500		
2.	Wardrobes	5	EA	4000		
3.	Tables	16	EA	2000		
4.	Wooden Cabinets	1	EA	1500		
5.	Pedestals	4	EA	1000		
6.	Wooden Trays	2	EA	800		
LOT 6						

1.	Cupboards	5	EA	1500		
2.	Tables	36	EA	2000		
3.	Pedestals	11	EA	1000		
4.	Filing Shelves	2	EA	2000		
5.	Filing Trays	1	EA	800		
6.	Tables with metalic stands	1	EA	2000		
LOT 7						
1.	Carpets	38	EA	10,000		
KRC 19139 DIVISION II SHED						
LOT 1						
1.	Tables	34	EA	2000		
2.	Pedestals	25	EA	1000		
3.	Filing Trays	4	EA	800		
4.	Wooden Cabinets	4	EA	1500		
5.	Metalic Cabinets	2	EA	4000		
6.	Filing Shelves	7	EA	2000		
7.	Cupboards	1	EA	1500		
8.	Metalic Buckets	3				
LOT 2						
1.	Tables	67	EA	2000		
2.	Pedestals	36	EA	1000		
3.	Metalic Cabinets	2	EA	4000		
4.	Doors	1	EA	6000		
5.	Filing Shelves	7	EA	2000		

6.	Sofas	6	EA	2000		
7.	Stools	4	EA	600		
8.	Arm Chairs	7	EA	500		
9.	Cupboards	3	EA	1500		
10.	Wooden Cabinets	2	EA	1500		
LOT 3						
1.	Metalic Cabinets	61	EA	4000		
LOT 4						
1.	Tables	19	EA	2000		
2.	Pedestals	13	EA	1000		
3.	Wooden Cabinets	1	EA	1500		
4.	Filing Shelves	17	EA	2000		
5.	Arm Chairs	7	EA	500		
6.	Filing Trays	12	EA	800		
7.	Cupboards	1	EA	1500		
LOT 5						
1.	Tables	16	EA	2000		
2.	Filing Shelves	12	EA	2000		
3.	Cupboards	8	EA	1500		
4.	Pedestals	12	EA	1000		
5.	Filing Trays	18	EA	800		
6.	Wooden Cabinets	4	EA	1500		
7.	Metalic Cabinets	5	EA	4000		
8.	Arm Chairs	15	EA	500		
LOT 6						
1.	Cupboards	1	EA	1500		

2.	Tables	20	EA	2000		
3.	Metalic Cabinets	4	EA	4000		
4.	Filing Shelves	16	EA	2000		
5.	Pedestals	12	EA	1000		
6.	Arm Chairs	4	EA	500		
7.	Filing Trays	8	EA	800		
8.	Stools	1	EA	600		
LOT 7						
1.	Tables	30	EA	2000		
2.	Pedestals	11	EA	1000		
3.	Metalic Cabinets	7	EA	4000		
4.	Cupboards	3	EA	1500		
5.	Wooden Cabinets	5	EA	1500		
6.	Filing Trays	5	EA	800		
7.	Stools	2	EA	600		
8.	Drawers	21	EA			
9.	Arm Chairs	8	EA	500		
10.	Filing Shelves	11	EA	2000		
11.	Work shop Tables(KRC 19140)	11	EA	6000		
KRC 19156 - SPRING STORE DIVISION V						
LOT1						
1.	Tables	19	EA	2000		
2.	Pedestals	4	EA	1000		
3.	Cupboards	4	EA	1500		
4.	Filing Shelves	3	EA	2000		

5.	Drawers	60				
6.	Filing Trays	3	EA	800		
LOT 2						
1.	Cupboards	5	EA	1500		
2.	Filing Shelves	11	EA	2000		
3.	Pedestals	9	EA	1000		
4.	Tables	34	EA	2000		
5.	Filing Trays	5	EA	800		
6.	Drawers	109				
LOT 3						
1.	Arm Chairs	84	EA	500		
2.	Stools	6	EA	600		
3.	Sofas	5	EA	2000		
STORE KRC 19139 INSIDE DIVISON II						
A17 - LOT 1						
1.	Tables	7	EA	2000		
2.	Arm chairs	6	EA	500		
3.	Stools	1	EA	600		
4.	Cupboards	3	EA	1500		
5.	Filing Shelves	1	EA	1200		
6.	Filing Trays	3	EA	800		
7.	Office Chairs	7	EA	500		
8.	Metalic Cabinets	1	EA	4000		
9.	Sofa sets:					

10.	Single seater	41	EA	2000		
11.	Three seater	10	EA	6000		
12.	Pedestals	8	EA	1000		
A18 (C) - LOT 2						
1.	Tables	18	EA	2000		
2.	Cupboards	14	EA	1500		
3.	Pedestals	3	EA	1000		
4.	Drawers	16				
5.	Filing Trays	40	EA	800		
6.	Stools	3	EA	600		
7.	Filing Shelves	5	EA	2000		
8.	Wooden Cabinets	1	EA	1500		
9.	Sofas	1	EA	2000		
STORE KRC 90150 NEXT TO FOOT - BRIDGE						
LOT 1						
1.	Dinning Chairs	135	EA	500		
2.	Arm Chairs	8	EA	500		
3.	Sofas	22	EA	2000		
4.	Stools	14	EA	600		
5.	Secretary Seats	13	EA	500		
LOT 2						
1.	Pedestals	21	EA	1000		
2.	Cupboards	6	EA	1500		
3.	Shelves	6	EA	2000		
4.	Wooden Cabinets	5	EA	1500		
5.	Tables	7	EA	2000		

6.	Tray tables	2	EA	2000		
7.	Small Desk	2	EA	1500		
LOT 3						
1.	Tables	5	EA	2000		
2.	Table tops	17				
3.	Pedestals	16	EA	1000		
4.	Cupboards	12	EA	1500		
5.	Tray tables	6	EA	2000		
6.	Doors	1	EA	6000		
LOT 4						
1.	Cupboards	9	EA	1500		
2.	Office Tables	36	EA	2000		
3.	Pedestals	3	EA	1000		
4.	Filing Shelves	4	EA	2000		
5.	Tray tables	1	EA	2000		
6.	Doors	1	EA	6000		
LOT 5						
1.	Trays	37	EA	800		
2.	Metalic tables	2	EA	2000		
3.	Metalic Cabinets	15	EA	4000		

NOTE:

1. Viewers should visit to ascertain the status of the items, the sale is on as is basis
2. The furniture is available for viewing in Nairobi, Kenya Railways Headquarters'.
3. The bidders can quote for one or more items in the lot but must quote for the entire quantity of each item on offer
4. Award will be made to the responsive bidder offering the highest bid price for each item.

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 of the notification of award and not later than 30 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 Thirty (30) 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 disclose reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity.

Appendix to Conditions of Tender

Notes on appendix to Conditions of tender

1. The clauses in the appendix to conditions of tender are intended to assist the procuring entity in procuring specific information in relation to corresponding clauses in the conditions of tender.

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

Appendix to conditions of tender

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

Conditions of tender reference	<i>Particulars of the appendix to Conditions of tender</i>
4.3	Successful Tenderers will be required to pay for the items not later than 30 days but not before 14 days are over after Notification of award 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 the contracts will be refunded the deposit after Thirty (30) days of notification of Contract awards.
4.5	<i>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 storage at a rate of Kshs. 1,000.00 per day.</i>

SECTION V - STANDARD FORMS

Notes 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.

Form of Tender

Date: _____

Tender No. _____

To:

.....

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda. Nos.*[insert numbers]*. The receipt of which is hereby duly acknowledged, we the undersigned, offer to purchase and collect all the items offered to us in conformity with the said tender documents for the sum of*[total tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to pay for and collect the items in accordance with the requirements of the tender.

3. We agree to abide by the tender for a period of*[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. We understand that you are not bound to accept the highest or any tender that you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

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.
4.
5.

Date Seal/Signature
 of Candidate

Tender Deposit Commitment Declaration Form

Tender No. KRC/PLM/056/2018-2019

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

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

Authorizing Official _____
(name)

(signature)

(Date)

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

Integrity Declaration

UNDERTAKING BY TENDERER ON ANTI – BRIBERY POLICY / CODE OF CONDUCT AND COMPLIANCE PROGRAMME

1. Each Tenderer must submit a statement, as part of the Tender documents, in either of the two given formats which must be signed personally by the Chief Executive Officer or other appropriate senior corporate officer of the Tendering company and, where relevant, of its subsidiary in the Kenya. If a Tender is submitted by a subsidiary, a statement to this effect will also be required of the parent company, signed by its Chief Executive Officer or other appropriate senior corporate officer.
2. Tenderers will also be required to submit similar No-bribery commitments from their subcontractors and consortium partners; the Tenderer may cover the subcontractors and consortium partners in its own statement, provided the Tenderer assumes full responsibility.
3.
 - a) Payment to agents and other third parties shall be limited to appropriate compensation for legitimate services.
 - b) Each Tenderer will make full disclosure in the Tender documentation of the beneficiaries and amounts of all payments made, or intended to be made, to agents or other third parties (including political parties or electoral candidates) relating to the Tender and, if successful, the implementation of the contract.
 - c) The successful Tenderer will also make full disclosure [quarterly or semi- annually] of all payments to agents and other third parties during the execution of the contract.
 - d) Within six months of the completion of the performance of the contract, the successful Tenderer will formally certify that no bribes or other illicit commissions have been paid. The final

accounting shall include brief details of the goods and services provided that they are sufficient to establish the legitimacy of the payments made.

- e) Statements required according to subparagraphs (b) and (d) of this paragraph will have to be certified by the company's Chief Executive Officer, or other appropriate senior corporate officer.
4. Tenders which do not conform to these requirements shall not be considered.
 5. If the successful Tenderer fails to comply with its No-bribery commitment, significant sanctions will apply. The sanctions may include all or any of the following:
 - a) Cancellation of the contract;
 - b) Liability for damages to the public authority and/or the unsuccessful competitors in the Tendering possibly in the form of a lump sum representing a pre-set percentage of the contract value (liquidated).
 6. Tenderers shall make available, as part of their Tender, copies of their anti-Bribery Policy/Code of Conduct, if any, and of their-general or project - specific - Compliance Program.
 7. The Government of Kenya has made special arrangements for adequate oversight of the procurement process and the execution of the contract, and has invited civil society and other competent Government Departments to participate in the oversight. Those charged with the oversight responsibility will have full access to all documentation submitted by Tenderers for this contract, and to which in turn all Tenderers and other parties involved or affected by the project shall have full access (provided, however, that no proprietary information concerning a Tenderer may be disclosed to another Tenderer or to the public).

ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE

(Sections 62 of Public Procurement and Assets Disposal Act 2015)

I/We/Messrs.....

of Street, Building, P O Box.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized
Signature.....

Name and Title of Signatory.....

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

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.

By this memorandum, the Applicant requests the Board for 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 of20.....

SIGNED
Board Secretary