



KENYA BUREAU OF STANDARDS

TENDER NO. KEBS/T003/2025-2026

FOR

DISPOSAL OF ASSORTED UNSERVICEABLE,

OBSOLETE ITEMS AND EQUIPMENT

**KENYA BUREAU OF STANDARDS
P.O. BOX 54974-00200
NAIROBI**

**POPO ROAD OFF MOMBASA ROAD
TEL: 020 69048000**

APRIL 2026

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INVITATION TO TENDER

PROCURING ENTITY: **KENYA BUREAU OF STANDARDS**

CONTRACT NAME AND DESCRIPTION: **DISPOSAL OF ASSORTED UNSERVICEABLE, OBSOLETE ITEMS AND EQUIPMENT**

1. The *Kenya Bureau of Standards* now invites sealed tenders from eligible candidates to purchase **Disposal of Assorted Unserviceable and Obsolete Items and Equipment**
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 *between 0900 to 1300 hours* at the KEBS Headquarters - Nairobi, Coast Regional Office (Mombasa), Lake Regional Office (Kisumu), South Rift Regional Office (Nakuru), North Rift Regional Office (Eldoret), Mount Kenya Regional Office (Nyeri) and North Eastern Regional Office (Garissa)
4. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs.1,000.00** (*One Thousand Kenya Shillings*) through e-citizen payable to the Kenya Bureau of Standards. Tender documents obtained electronically will be free of charge. The tender documents can also be viewed and downloaded from the website www.kebs.org or PPIP website <http://tenders.go.ke> at no cost. Bidders who download the tender document from the website must forward their contact information immediately to procurement@kebs.org and dedej@kebs.org for records and any further clarification and addenda. A copy of the payment receipt for the purchased tender document must be submitted with the bid document.
5. Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
6. Completed tenders must be delivered to the address below on or before 1000HRS **13th May 2026**. 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 Bureau of Standards,
Supply Chain Department,
Popo Road Off Mombasa Road
P. O. Box 54974 – 00200, Nairobi
procurement@kebs.org, dedej@kebs.org & info@kebs.org
Tel: (+254) 020 6948000**

B. Address for Submission of Tenders.

The Managing Director,
Kenya Bureau of Standards,
Popo Road Off Mombasa Road,
P. O. Box 54974 – 00200, Nairobi
The tender documents should be dropped in the tender box located on Ground Floor at KEBS Main Reception, Administration Block.

c. Address for Opening of Tenders.

**The Chief Manager - Supply Chain,
Kenya Bureau of Standards,
Procurement Boardroom,
Popo Road Off Mombasa Road,
P. O. Box 54974 – 00200, Nairobi.**

*The Managing Director
Kenya Bureau of Standards
(Official of the Procuring Entity issuing the invitation)*

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 KEBS shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

3. The Tender Document

- 3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
 - i) Invitation to tender,
 - ii) Instructions to tenderers,
 - iii) Schedule of items and prices,
 - iv) Conditions of Tender,
 - v) Form of tender,
 - vi) Confidential Business Questionnaire Form,
 - vii) Tender Commitment Declaration Form.
- 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.

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 **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.
- 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 into 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 40% deposit of the reserved price (*where applicable*) for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section II - Schedule of Items and Prices

7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.

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

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

7.5 The tender deposit shall be forfeited:

a) If a tenderer withdraws its tender during the period of tender validity specified by the Procuring Entity.

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

8 Validity of Tenders

8.1 Tenders shall remain valid for 60 days after date of tender opening prescribed by the KEBS, pursuant to paragraph 10.2. 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 7.1 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 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.

9.2 Viewing the items shall be as follows.

S/No.	Location	Dates	S/No.	Location	Dates
1.	KEBS HDQ	08.05.2026	3	Lake Region	
2	Coast Region			Kisumu office	27.04.2026
	Complex	27.04.2026		Busia	28.04.2026
	Kilindini	27.04.2026		Isebania	29.04.2026
	Lunga Lunga	28.04.2026	4.	South Rift Region (Nakuru)	06.05.2026
	Taveta	29.04.2026	5	Mount Kenya Region (Nyeri)	04.05.2026

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 **13th May 2026** at 1000HRS East African Time.

The Procuring Entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5.2. in which case all rights and obligations of the Procuring Entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

12. Modification of tenders

- 12.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 12.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 12.1. 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 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 1000HRS on **13th May 2026** 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 Kenya Bureau of Standards (**KEBS**) 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 Kenya Bureau of Standards 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 **Kenya Bureau of Standards** 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 Kenya Bureau of Standards

- 18.1 No tenderer shall contact the **Kenya Bureau of Standards** 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 **Kenya Bureau of Standards** 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 **Kenya Bureau of Standards** 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 Kenya Bureau of Standards will complete columns 1-6 and the Tenderer will complete columns 7 - 9, and sign as indicated below.

SCHEDULE OF ITEMS AND PRICES

1	2	3	4	5	6	7	8	9
Item No.	Description of Item	Unit of Issue	Total Qty	Reserve Price (Kshs)	Location	Unit price (Kshs)	Total Tender Price (Kshs)	Required Deposit of Reserved Price 40%
1.	Tea urn elements	Pcs	11	30 per kg	KEBS HQ - LOCATION: ENGINEERING STORE			
1	Used Motor Vehicles tires	PCS	108	16,200	KEBS HQ - LOCATION: ADMINISTRATION			
2	Used motor vehicle batteries	PCS	23	30 per kg				
3	Assorted used motor vehicle parts	Assorted	Assorted	30 per kg				
1	Assorted furniture (Chairs & Tables). Asset Tag Nos. A04041749, A04041798, A04041794, A04041418, A04014792, A04014793, A04014780, A04014750, A04014763, A04014798, A04014799, A04014765, A04014827, A04014760, A04014741, A04014743, A04014742, A04014790, A04014795, A04014787, A04014789 & A04014786	Pcs	27	4,050	KEBS HQ - LOCATION: ICDN			
1	One Door Fridge Ramtons Sno. 10075	Pc	1	30 per kg	COAST REGION: LOCATION - COMPLEX ITEMS			
2	Infrared Thermometer	Pc	1	30 per kg				
3	Assorted Used Chairs	Pc	40	4,000				
4	Cooker 4 Burner (Von)	Pc	1	30 per kg				
5	3 In 1 Chairs	Pc	3	30 per kg				
6	TV Stand Wooden	Pc	1	300				
7	Wooden Shelf	Pc	1	2,000				

8	Aluminum Tabletops	Pc	4	30 per kg			
9	32 Inch TV	Pc	1	30 per kg			
10	Wooden Doors	Pc	2	2,000			
11	Aluminum Sink	Pc	1	30 per kg			
12	Metal Shelf	Pc	1	30 per kg			
13	Faulty Used Water Pumps	Pc	5	30 per kg			
14	Server Stand	Pc	1	30 per kg			
15	Aluminum (Doors Glass Broken)	Pc	3	30 per kg			
16	Faulty Fan	Pc	2	30 per kg			
17	White Cupboards	Pc	4	1,000			
18	Broken Wooden Table Parts	Pcs	50	2,000			
19	Metallic Cabinet	Pc	2	30 per kg			
20	Used motor vehicle Tyres	Pcs	28	4,200			
21	Assorted used motor vehicle batteries	Pcs	8	30 per kg			
22	Assorted Used Motor Vehicles spare Parts & Sufurias	Assorted	Kgs	30 per kg			
1	Oster Blender 119836-025-000	Pc	1	30 per kg	COAST REGION: LOCATION - LUNGALUNGA ITEMS		
2	Blender 05835/11921	Pc	1	30 per kg			
3	Amigo Maxima Blender 2in1 Mx-BI-Zaiba Y44	Pc	1	30 per kg			
4	Ramtom Blender 1219-05432/10347	Pc	1	30 per kg			
5	Leoch Battery LP12-7.0(12V7,0AH)	Pc	1	30 per kg			
6	Leoch Battery DJW12-9.0(12V9.0AH)	Pc	1	30 per kg			
7	Assorted furniture (High back Chair)	Pcs	7	600			
1	Microwave Sno. N/A	Pc	1	30 per kg	COAST REGION: LOCATION - LOITOKTOK ITEMS		
2	Electric Kettle Sno. N/A	Pc	1	30 per kg			
3	Old Newspaper (Redundant) Sno. N/A	Lot	6 Cartons	20 per kg			
1	Newspapers	Sacks	2 Sacks	20 per kg	COAST REGION: LOCATION - KILINDINI ITEMS		
2	Assorted furniture (Broken cabinet 3@1,000 & Side drawers 1@300)	Pcs	4	3,300			
3	T.V 32inch	Pc	1	30 per kg			
4	Standing A.C	Pc	1	30 per kg			
5	Metallic Visitor Seat (3 In 1, 4 In 1)	Pc	2	30 per kg			

1	Orthopedic Chairs	Pcs	2	200	COAST REGION: LOCATION - TAVETA ITEMS			
2	Water Dispenser Von Vadv2310rk Sno. 20082ind0-110jz0000s3	Pc	1	30 per kg				
3	Sony Ex310 Tv Set 32" Sno. 2077770	Pc	1	30 per kg				
4	LG CT-20S45VE TV SET 21" SNO. 603GTGB10055	Pc	1	30 per kg				
5	Assorted Motor Vehicle Replaced Parts	Kg	Assorted	30 per kg				
6	Car Battery	Pc	1	30 per kg				
7	Old Newspapers	Kg	Assorted	20 per kg				
1	Outdoor Air Conditioner (Unionair)	PC	1	30 per kg	LAKE REGION: LOCATION - KISUMU OFFICE			
2	Assorted used vehicle parts	lot		30 per kg				
3	Scrap Mabati	lot		30 per kg				
4	Car Batteries	pcs	12	30 per kg				
5	Assorted used motor vehicles parts including motor vehicle axle	Pcs	Assorted	30 per kg				
6	Assorted used motor vehicle tires	pcs	84	12,600				
7	Assorted furniture (Office chairs, lab stools, visitors' chairs, Reception chair, secretarial seat, table, filing cabinets etc) Asset Tag Nos. 14887, A04016240, 13655, 09495, 12655, 09482, 11745, 09454, 07412, 11785, 14830,11742,11765,119911,11773,11912,14829,12237,11763, 11913,16468,11772,13619,13638, 13692,14835,13612,07521,11907,16457,11757,13661, 11917,14880,13693, 13687, 11725, 09207, 11786, 12256, 11775, 13643, 11748, A04016205, 08216, 09438, 09467, 09436,07510, 07506, 09443, 09440, 09453, 07572, 07715, 09210, 09393, 09411, 07604, 07677, 11910, 07681, 09439, 12241, 09431, 07450, 07464,10220, 07496, 07614, 07615	Pcs	74	11,100				

8	Fire suppression cylinder (With valve -NAFFCO & system panel -SHEILD)	Pcs	2	30 per kg			
9	Indoor unit Air Conditioner (Unionair)	pc	1	30 per kg			
10	Television 55" (SAMSUNG)	pc	1	30 per kg			
11	Used Fire Extinguishers (2 water 2 Foam)	pcs	4	30 per kg			
12	Flame Photometer- A Krüss Optronic FP8800 Asset No. 11909	Piece	1	30 Per Kg			
13	Saccharomat - Schmidt + Haensch Asset No. 22834	Piece	1	30 Per Kg			
14	Water Distiller W4000 - Bibby Scientific Limited Asset No. 3869	Piece	1	30 Per Kg			
15	Hot Plate CB500 - Stuart® Bibby Scientific Limited Asset No. 12658	Piece	1	30 Per Kg			
16	Hot Plate CB500 - Stuart® Bibby Scientific Limited Asset No. 16479	Piece	1	30 Per Kg			
17	Water Bath Asset No. 7619	Piece	1	30 Per Kg			
18	Pack of maintenance free batteries GT12-200AG Asset No. None	Piece	8	1,600			
19	AC-DC Inverter TrippLite 2604CY0AP855900025 Asset No. A03011762	Piece	1	30 Per Kg			
20	Memmert water bath Asset No. 7619, A03011795	Piece	2	30 Per Kg			
21	Milkoscan Asset No. A03011771	Piece	1	30 Per Kg			
22	Compressed Air generator - A Krüss Optronic Asset No. A003011805	Piece	1	30 Per Kg			
23	Distiller Asset No. 12658, 09465 & A03011738	Piece	3	30 per kg			
24	Grinder Asset No. A03011768	Piece	1	30 per kg			
25	2.5L Winchester glass Bottles	Piece	58	20 per pc =1,160			
26	Solatek Voltage Stabilizer	Pcs	2	30 per kg			

27	Scrap Metal	Lot	LOT	30 per kg				
1	File wrec Asset No. A04016303	pc	1	30 per kg	LAKE REGION: LOCATION - BUSIA OFFICE ITEMS			
2	Water dispenser S/No. y2001601	pc	1	30 per kg				
3	Office Chairs Asset No. 13667, A04016341 and A04016321	pc	3	300				
1	LG flaton tv (CRT TV) Asset No. A05013007	pc	1	1,000	LAKE REGION: LOCATION - ISEBANIA OFFICE ITEMS			
1	Old Tires - Michelin 245170R16	Pcs	4	480	SOUTH RIFT REGION (NAKURU)			
2	Assorted furniture (old desks, office chairs & cabinete) Asset Nos. 07253, A04015664, A04015692, A04015663, A04015693, A04015700, A04015701, A04015712, A04015705 & A04017099, 07311, 07225, A04015704, A04015653, A04015695, A04015732, 11717, 07201, A04015635	Pcs	23	2,300				
1.	Assorted furniture (Wooden Executive tabletop & old secretarial seat)	Pcs	2	400	MOUNT KENYA REGION - NYER			
2.	KEBS old show panels	Pcs	14	2,100				
3.	Faulty metal cabinet	Pcs	1	30 per kg				
4.	Assorted furniture (Low back chairs)	Pcs	6	1,500				
5.	Assorted used motor vehicles tyres (sizes 245/70R16, 215/65R16, 205/R16)	pcs	30	3,600				
6.	Three in one (3-1) visitors chair	Pcs	1	400				
7.	Assorted used motor vehicles spares and parts	Pcs	Assorted	30 per kg				
8.	Old Newspapers	Kg	30kg	20 Per kg				
1.	Air oven Asset No. Q/06/Q33/17	Each	1	30 per Kg	KEBS HQ TESTING DEPARTMENT: FOOD & AGRICULTURE			
2.	Fibertec Asset No. Q/06/Q33/32	Each	1	30 per Kg				
3.	Refrigerator Asset No. Q/06/Q34/47-A03011326	Each	1	30 per Kg				
4.	Refrigerator Asset No. Q/06/Q33/02	Each	1	30 per Kg				

5.	Hot sealer Asset No. Lab No. None - 16406	Each	1	30 per Kg			
6.	Sample cooling mill Asset No. Q/06/Q38/18	Each	1	30 per Kg			
1.	Multavi Chart Recorder - H & B Asset No. P/01/Q10/71 - 03511	Each	1	30 per Kg	KEBS HQ: ELECTRICAL LABORATORY		
2.	circulation Waterbath - Model LCB R20	Each	1	30 per Kg			
1.	Hot plate Asset No. Q16/Q28/54	Each	1	30 per Kg	KEBS HQ: INORGANIC LABORATORY		
2.	Hot plate cole permer	Each	1	30 per Kg			
1.	Xenetest 150S+	Pc	1	30 per kg	KEBS HQ: TEXTILE LABORATORY		
2.	Wascator washing machine	Pc	1	30 per kg			

NOTE: All items indicated in kilograms (kg) shall be weighed to determine their actual weight.

Award Criteria

The Kenya Bureau of Standards 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, which must be higher than reserve price as per **clause 17.1** instruction to tenderers.

NOTE: The tenderer/ supplier shall pay a public procurement capacity building levy of 0.03% of the value of the signed contract, exclusive of applicable taxes on all procurement contracts signed between the procuring entity and the supplier vide Legal Notice No. 206 of 6th November 2023 as per Public Procurement Regulatory Authority Circular no. 01/202 dated 30th August 2024.

The Deposit(s) have been made to the Account as detailed below.

NAME OF ACCOUNT HOLDER	KENYA BUREAU OF STANDARDS
NAME OF THE BANK	NATIONAL BANK OF KENYA
BRANCH NAME	SOUTH C
CITY	NAIROBI
ACCOUNT NUMBER	01071002830601
SWIFT CODE	NBKEKENXXXX
BANK CODE	67
CURRENCY	KENYA SHILLINGS

Banking correspondent (If any) _____

Name of Tenderer _____

Name of Authorized official _____

Signature _____

Date _____

SECTION III - CONDITIONS OF TENDER

- 1.1 A tenderer may tender for each item or each lot and may tender for as many items or lots he/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.

S/No.	Mandatory Requirements	Responsive or Not Responsive
MR1	Must Submit a copy of Certificate of Registration with CR13 /Incorporation with CR12 not older than 6 months or National ID for an Individual	
MR2	A valid Tax Compliance Certificate from the Kenya Revenue Authority (KRA) to be submitted and must be valid at the time of tender opening. The certificate will be verified through the KRA verification portal.	
MR3	Paginate the tender document sequentially (1, 2, 3, 4, 5, 6, ..., n), where <i>n</i> represents the last page number.	
MR4	Must duly fill, sign and stamp Form of Tender in the Format provided	
MR5	Must duly fill, sign and stamp Confidential Business Questionnaire Form in the format provided	
MR6	Must duly fill, sign and stamp SELF-DECLARATION FORMS SD1 and SD2 in the formats provided.	
MR7	Must duly fill, sign and stamp form of Declaration and Commitment to The Code of Ethics in the format provided	

1. Form of Tender

Date:.....

Tender No.....

To:

.....

[Name and address of Procuring Entity]

Gentlemen and/or Ladies:

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

SCHEDULE OF ITEMS AND PRICES

1	2	3	4	5	6	7	8
Item No.	Description of Item	Unit of Issue	Total Quantity	Unit price	Add 0.03% of PPCBL	Total Tender Price (Add 5 & 6)	Required Deposit of the Reserved price
1							
2							
3							
4							
5							

KEY: PPCBL: - Public Procurement Capacity Building Levy

NOTE: The tenderer/ supplier shall pay a public procurement capacity building levy of 0.03% of the value of the signed contract, exclusive of applicable taxes on all procurement contract signed between the procuring entity and the supplier vide Legal Notice No. 206 of 6th November, 2023 as per Public Procurement Regulatory Authority Circular no. 01/202 dated 30th August, 2024.

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 License
No.....Expiring date.....
Maximum value of business which you can handle at any one time Kenya
shillings..... (In words).....
Name of your Bankers Branch

Part 2 (a) – Sole Proprietor or Individual

Your Name in full Age
Nationality Country of origin
Citizenship details (*ID and or Passport Number*).....
Name.....and signature.....

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			

[Name, Designation and Signature of Tenders Representative in the Company]

Name
Designation.....
Signature and Company stamp or Seal.....

Part 2 (c) - Registered Company (Private or Public)

State the nominal and issued capital of company - Nominal Kshs.....
- Issued Kshs.....

Given details of all directors as follows:

Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
5.			

ETC.

[Name, Designation and Signature of Tenders Representative in the Company]

Name
Designation
Signature and Company stamp or Seal.....

Date

6. Tender deposit commitment Declaration Form

Tender No. (As per tender documents)

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

ITEM No. or Lot No.	Item Description	Deposit (Kshs.)	Receipt No. and Date
1			
2			
3			
4			
5			

Authorizing Official _____
(Name)

Designation _____

(Signature)

(Date)

FORM SD2

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

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

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

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

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

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

Name of Authorized signatory.....

Sign.....

Position.....

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

E-mail.....

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

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

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

LETTER OF NOTIFICATION OF AWARD

[Letter head paper of the Procuring Entity] [Date]

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

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

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

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

OFFERED ITEMS AND PRICES

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

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]*

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

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

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

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

OFFERED ITEMS AND PRICES

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

Authorized Signature:.....

Name and Title of Signatory:.....

Name of Procuring Entity:.....

Officer(s) to be contacted

Name of Officer _____

Postal Address _____

Telephone Number _____

email Address _____

Physical Address (City, Street, Building, Floor number and room number)

SIGNED BY THE PURCHASER

I/we, the undersigned accept the award and will execute the sale of the items as per conditions of the award. We understand that the award will remain cancelled and no deposits will be refunded if we do not:

- a) Return this letter signed within 14 days; or
- b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

We further understand that if we do not collect the items we have paid for within fourteen (14) days after making the payment, you charge storage charges at rates to be determined by yourselves.

Name of Purchaser _____

Authorized Signature: _____ Date _____

Name and Title of Signatory

REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

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..... for(Tender description).

REQUEST FOR REVIEW

I/We....., the above-named Applicant(s), of address: Physical address..... P. O. Box 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 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 of20.....

SIGNED

Board Secretary