

# Kenyatta National Hospital



RESTRICTED TENDER DOCUMENT

FOR

DISPOSAL OF OBSOLETE ASSETS

TENDER NO. KNH/T/95/2018-2019:

The Chief Executive Officer  
Kenyatta National Hospital  
P.O Box 20723 - 00202  
Nairobi

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## Abbreviations and Acronyms

CDS	Contract Data Sheet
EACC	Ethics and Anti Corruption Commission
GCC	General Conditions of Contract
ITF	Invitation for Tender
ITT	Instructions to Tenderers
OIT	Open International Tender
ONT	Open National Tender
PE	Procuring Entity
PIN	Personal Identification Number
PPARB	Public Procurement Administrative Review Board
PPDA 2015	Public Procurement and Asset Disposal Act, 2015
PPDR 2006	Public Procurement and Disposal Regulations, 2006
PPRA	Public Procurement Regulatory Authority
PPOAB	Public Procurement Oversight Advisory Board
RFQ	Request for Quotation
SOR	Statement of Requirements
SP	Service Provider
STD	Standard Tender Documents
TDS	Tender Data Sheet
VAT	Value Added Tax

INVITATION TO  
TENDER

Kenyatta National Hospital invites sealed tenders from eligible candidates to purchase Assets on 'as is and where is' basis. The Assets are further described as follows:

TENDER NO.	DESCRIPTION	CLOSING DATE
KNH/T/95/2018-2019	DISPOSAL OF OBSOLETE ASSETS	14 <sup>th</sup> FEBRUARY, 2019

Tender documents with detailed Specifications and Conditions are obtainable free of charge from the KNH Website ([www.knh.or.ke](http://www.knh.or.ke)) or <https://www.tenders.go.ke>, PPIP Portal or visit the office of the Deputy Director, Supply Chain Management located at the Hospital's Main Administration Block Room 6 from Monday to Friday between 9.00 a.m. to 4.00 p.m. upon payment of a non-refundable fee of Kshs.1,000.00 per tender document in the form of Cash/ M-pesa or Bankers Cheque made payable to Kenyatta National Hospital. The vehicles may be viewed at Kenyatta National Hospital compound during working Hours.

Bidders who have downloaded the tender documents from the website free of charge shall immediately email their contact details (cell phone number, email, and company name) to: [procurement@knh.or.ke](mailto:procurement@knh.or.ke)/[procurementknh@gmail.com](mailto:procurementknh@gmail.com) for records and communication of any tender clarifications and addenda.

Completed tender documents must be enclosed in plain sealed envelopes marked as "TENDER NO. **KNH/T/95/2018-2019** for the DISPOSAL OF ASSETS" addressed to The Chief Executive Officer Kenyatta National Hospital, P. O. Box 20723- 00202, NAIROBI and should be deposited in the Tender Box 10 am of closing dates, located at entrance of Main Administration Block Ground floor. Any tender document deposited in the wrong tender box shall be disqualified and returned to the tenderer. All Tenders must be filled in accordance with the Instructions to Tenderers. Prices quoted must be net, must be in Kenya Shillings and should remain valid for 120 days after date of tender opening/ closing of the tender.

CHIEF EXECUTIVE OFFICER  
KENYATTA NATIONAL HOSPITAL

## SECTION II-INSTRUCTIONS TO TENDERERS

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## 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 TDS.

2.1.2 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, shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the disposal process.

2.2.2 The tender document shall be down loaded from *the KNH website [www.knh.or.ke](http://www.knh.or.ke)* or from the IFMIS website *[supplier.treasury.go.ke](http://supplier.treasury.go.ke)* FREE OF CHARGE

2.2.3 The procuring entity allows the tender document to be viewed free of charge from the above indicated websites before submission.

### 2.3 The Tender Document

2.3.1 The tender document which should be read in conjunction with any addenda issued in accordance with ITT comprises the documents listed below and any addenda issued in accordance with clause 2.5 of TDS.

- a) Invitation to tender
- b) Instructions to tenderers
- c) Schedule of items
- d) Conditions of Tender
- e) Tender Forms:

- (i) Form of tender
- (ii) Confidential Business questionnaire Form
- (iii) Tender deposit form
- (iv) Letter of notification of award to successful bidder
- (v) Letter of notification of award to the unsuccessful bidders
- (vi) Integrity declaration form
- (vii) Non-debarment statement
- (viii) Request for Review Form- RB1

2.3.2 The tenderer is expected to examine all instructions, forms and terms 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 TDS. 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.

2.4.2 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 purchased the tender document.

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 issuing an addendum.

2.5.2 All prospective candidates that have received the tender documents will be issued with the addendum 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 addendum 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 the currency specified in the TDS

## 2.7 Tender deposit

2.7.1 The tenderer shall provide a deposit for every item tendered for. The amount and form of the deposit is as specified in the TDS.

2.7.2 Failure to deposit the required amount for any item tendered for will lead to disqualification of the bid except for reservation groups.

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 Clause 2.8 of the ITT.
- b. In the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price within the specified period.

## 2.8 Validity of Tenders

2.8.1 Tenders shall remain valid for **120 days** or as specified in the TDS 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. Mandatory Viewing of Tender Items will be on 7<sup>th</sup> and 8<sup>th</sup> February, 2019 at 10.00am.

2.9.1 Prospective bidders are advised to view the items, stores/equipment in liaison with the Kenyatta National Hospital before they bid for. 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, 14<sup>th</sup> February, 2019

2.11 Deadline for Submission of Tenders

2.11.1 Tenders must be received by the Procuring entity at the address specified in the TDS not later than, 14<sup>th</sup> February, 2019

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, post marked 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

2.13.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at 2.11.1. Tenders must be received by the Procuring entity at the address specified in the TDS not later than **14<sup>th</sup> February, 2019 at 10.00am** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.13.2 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.

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

## 2.14 Clarification of tenders

2.14.1 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.

2.14.2 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. Other evaluation parameters are as specified in the TDS.

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 14 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.

- 2.17.4 In the event the successful bidder fails to pay for the item(s) awarded to it, the Procuring Entity shall notify, under Clause 2.17.2, the person who had submitted the second highest.
- 2.17.5 A Tenderer who claims to have suffered or risks suffering loss or damage or injury as a result of breach of a duty imposed on a Procuring Entity by the PPADA 2015 or PPDR, 2006 may lodge a Request for Review at the Public Procurement Administrative Review Board.
- 2.17.6 The Tenderer shall submit an application for review in the number of copies and pay fees as prescribed by regulations within fourteen (14) days of the Tenderer/Tenderer becoming or should have become aware of the circumstances giving rise to the complaint or dispute.
- 2.17.7 Any application for administrative review shall be submitted in writing to the Secretary, Public Procurement Administrative Review Board on Form RB 1 (which forms part of this bid document, and which may be downloaded from the PPRA website).
- 2.17.8 The format for the application for administrative review shall include:
- i. Reasons for the complaint, including any alleged breach of the PPDA and /or its attendant Regulations;
  - ii. An explanation of how the provisions of the aforementioned Act and Regulations in a) or provision has been breached or omitted, including the dates and name of the responsible public officer, where known;
  - iii. Statements or other evidence supporting the complaint where available as the applicant(tenderer) considers necessary in support of its request;
  - iv. Remedies sought; and
  - v. Any other information relevant to the complaint.

## 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. 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.
- 2.18.2 A Tenderer who claims to have suffered or risks suffering loss or damage or injury as a result of breach of a duty imposed on a Procuring Entity by the PPADA, 2015 or PPDR, 2006 may lodge a complaint at the Public Procurement Regulatory Authority at any time within a tendering or contractual period.

## Tender Data Sheet (TDS) to Instructions to Tenderers

The following information for sale of boarded assets, 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 TDS, the provisions of the TDS herein shall prevail over those of the instructions to tenderers.

TDS Clause Number	ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
1	2.1.1	This Invitation for Tenders is open to all tenderers be they individuals, sole proprietors, partnerships, companies or any other form.
	2.2.2	There is no price to be changed for the electronic tender document as contained in the Invitation to Tender.
	2.3.1	The tender document shall be read in conjunction with any addenda.
	2.4.1	A prospective tenderer requiring any clarification of the tender document may notify KNH in writing or by post at the entity's address: The Chief Executive Officer Kenyatta National Hospital P.O.Box 20723 - 00202 Nairobi
	2.6.3	The Price quoted shall be in Kenya Shillings
	2.7	The tenderer shall provide a deposit of at Kshs. 20,000.00 in the form of cash Via M-Pesa playbill no. 626088, Account number- name of supplier and obtain official receipt from cash office(Administration block) or Bankers Cheque payable to Kenyatta National Hospital. The tender deposit shall be forfeited:  a. if a tenderer withdraws its tender during the period of tender validity specified Clause 2.8 of the ITT. b. in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price within 20 days of award of tender and signing of contract.
	2.8	Tenders shall remain valid for <b>120 days</b> .
	2.9	<b>Mandatory Viewing of Tender Items will be on 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> April 2018 at 10.00am.</b>
	2.11	The Chief Executive Officer Kenyatta National Hospital, P. O. Box 20723- 00202, NAIROBI and should be deposited in the Tender Box 10 am of closing dates, located at entrance of Main Administration Block Ground floor so as to be received on or before <b>14<sup>th</sup> February, 2019 at 10.00 a.m.</b>

2	2.15.1	<p data-bbox="483 81 1036 113">2.16 Evaluation and Comparison of Tenders</p> <p data-bbox="483 155 1507 443">2.16.1 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. Other evaluation parameters are as specified in the TDS.</p> <p data-bbox="483 485 1507 554">2.16.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive</p>
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The following requirements must be met by the tenderer not withstanding other requirements in the tender documents:-

a) Mandatory Requirements (MR)

No.	Requirements	Responsive or Not
MR1	<b>Must Fill the Price Schedule in the format provided</b>	
MR2	<b>Must Fill the Form of Tender in the Format provided</b>	
MR3	<b>Must Fill Tender deposit form</b>	
MR4	<b>Must provide copy of Company registration/Tax Comcertificate of incorporation or copy of personal identification number and national ID for individuals</b>	
MR5	<b>Copy of Tax compliance /Exemption Certificate</b>	
MR6	<b>Must provide and attach a Banker's cheque/ cash receipt of Kshs. 20,000.00</b>	

At this stage, the tenderer's submission will either be responsive or non responsive. The non responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

*The contract will be awarded to the person/ firm with the highest financial quote/ bid as indicated in the Form of Tender.*

Others: The Car shall only be handed over to the winning Tenderer on completion of payment at the awarded amount.

SECTION III-SCHEDULE OF ITEMS AND PRICES

PRICE SCHEDULE

DISPOSAL 2018-2019

RSD No.	Department	Item No.	Item Description	Quantity	Total Reserve price Ksh	Quoted unit price Ksh	Quoted total value Ksh
238/17-18	RADIOLOGY	1	MRI machine PHILIPS INTERA I.S.T	1	1,500,000		
	Engineering	1	Standby Power Generator B Cummins 450 KVA, Model VTA12-800-65 Serial No.95154 Y.O.M 1976	1	100,000.00		

Authorized Official/Person/Bidder  
Name

Signature

date

.....

.....

.....

Stamp \_\_\_\_\_



## 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 in 7 days and not later than 14 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 within fourteen (14) days after notification 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 CDS 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.

### Contract Data Sheet 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 CDS, the provisions of the CDS herein shall prevail over those of the conditions of tender.

Clause of the Conditions	Clause of CDS	Particulars of the appendix to Conditions of tender
4.3	Tenderers who will be awarded contracts will be required to pay for the items within 14 days but not before 7 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.	No storage charges will be charged under this Clause
4.4	Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification 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 at a rate of Kshs. 1,000.00 per day	

4.6	The Reserve price is not confidential. KNH will make a decision on whether to award or not based on the financial bid/ quote as Indicated in the Form of Tender.	
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## 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. \_\_\_\_\_

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 applied to your type of business) and part 3(a) & 3(b) that is mandatory. You are advised that it is a serious offence to give false information on this form

Mandatory

*Part 1 - General:*

Business Name or Name of individual .....

Location of business premises or individual.  
.....

Plot No..... Street/Road .....

Postal Address ..... Tel No. ....company Mobile .....

E mail address.....Contact Person .....Mobile.....

Nature of Business/ occupation of the individual.....

Registration Certificate No or Identification number (ID No. ).....

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

Name of your bankers ..... Branch. ....

Complete part 2(a), 2(b) or 2(c)

Part 2 (a) - Sole Proprietor or individual			
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. ....
- 5. ....

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 .....			

Mandatory

Part 3 (a) - Pursuant to section 59(1)(a) ,(2) and (3) of the Public Procurement Assets and Disposal Act related Regulations . This must be signed by all Directors Partner (s) /Sole Proprietor of the Company (or any other applicable legislation in the Country of registration)

1 /we the Director(s) of Company/Firm/name of the individual .....  
 .....hereby declare that I /we are not a board member , employee or even a relative to any employee of Kenyatta National Hospital.

Given details of partners /Directors /Sole proprietor as follows

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

Mandatory

Part 3(b) Public Procurement & Assets Disposal Act 2015 and related regulations or any other applicable legislation in the Country of registration).

Pursuant to section 41 of the Public Procurement and Assets Disposal Act 2015, I/ we the Directors/Partners/Sole Proprietor of this Company/Firm/Name of the individual .....confirm that we have not been debarred in Kenya not to Participate in any Tender/Bidding in Kenya.

Name	Nationality	Citizenship Details	Signature
------	-------------	---------------------	-----------

- |         |  |  |  |
|---------|--|--|--|
| 1.....  |  |  |  |
| 2. .... |  |  |  |
| 3. .... |  |  |  |
| 4. .... |  |  |  |
| 5 ..... |  |  |  |
| 5.....  |  |  |  |

NB: *If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.*

Sign .....Date .....Stamp.....

### 5.3 TENDER DEPOSIT COMMITMENT DECLARATION FORM

\* Tender No. KNH/T/95/ 2018-2019: FOR DISPOSAL OF ASSETS

\*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/ Bankers Cheque as follows:-

ITEM No. or Lot No.	Item Description	Deposit Kshs.	Bankers Cheque No. and Date

Authorizing Official/person/bidder \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)



5.4. 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

5.5. LETTER OF NOTIFICATION TO UNSUCCESSFUL BIDDERS

*[to be printed on the Letterhead of the  
Procuring Entity]*

[date].....

To: *[name and address of the Supplier]*

Re: Letter of notification to Unsuccessful Bidders

This is to inform you in that your offer in relation to *[tender name and number]* has been determined to be unsuccessful upon evaluation. We intend to make a contract with *[name of successful tenderer]* for *[amount]*. Your tender security / tender securing declaration will be discharged.

Thank you for your participation in the tendering process.

Yours

(Name of Accounting Officer)  
Accounting Officer/Head of Procuring  
Entity.