



**DRAFT STANDARD TENDER DOCUMENT**

**FOR**

**DISPOSAL**

**PUBLIC PROCUREMENT REGULATORY  
AUTHORITY (PPRA)**

**OCTOBER 2018**

## PREFACE

1. This Standard Tender Document (STD) document has been prepared by the Public Procurement Regulatory Authority (PPRA) for use by Procuring Entities (PEs) for Sale (referred herein as Disposal) of uneconomic, obsolete, or surplus Stores and Equipment under competitive tendering Methods as defined in the Public Procurement and Asset Disposal Act (2015). The procedures and practices presented in this STD reflect the requirements in the said Act and its Regulations. This STD will be used by Procuring Entities on a mandatory basis. Lack of its use could be basis for challenging decision on contract award.
2. The STD is comprised of the parts indicated on the Table of Contents. Before using this STD, the User is advised to or should be familiar with the Act and its Regulations and any manuals prepared and issued by PPRA to guide public officials in the conduct of the public procurement process.
3. This document will be customized to suit the needs of the Procuring Entity. **No changes should be made** to Instructions to Tenderers (ITT) and to the General Conditions of Contract (GCC). These two sections will be modified to suit the Procuring Entity's requirement in the Tender Data Sheets (TDS) and in the Special Conditions of Contract (SCC), respectively. The Cover Page of this document, the Preface, Guidelines or notes to users and the Invitation to Tender should not be part of the tender Document to be issued to Tenderers.
3. The Public Procurement Regulatory Authority welcomes any comments from the Users of this STD which will assist in revising (if need be) and improving the structure and contents of the STD.

**Director General**  
**Public Procurement Regulatory Authority (PPRA)**  
**P.O. Box 30007 - 00200**  
**Nairobi, Kenya.**

**TENDER DOCUMENTS**

**FOR**

**DISPOSAL**

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

Name.....  
.....

Address.....  
.....

Email  
address.....  
.....

**(2) Invitation to Tender (ITT) No.**  
.....

**(3) Tender Name**  
.....  
.....

SECOND DRAFT JULY 2018

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## INVITATION TO TENDER

**PROCURING ENTITY:** *[insert the name and address of the Procuring Entity]*

**CONTRACT NAME AND DESCRIPTION:** *[insert]*

1. The (Procuring Entity's name) now invites sealed tenders from eligible candidates to purchase (*brief description of the stores and equipment*).
2. Interested eligible candidates may obtain further information at the address provided below. Goods will be sold as they are, without any encumbrances.
3. Interested tenderers may inspect the goods to be sold during office hours *[insert office hours if applicable i.e. 0900 to 1500 hours]* at the address given below.
4. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of (Kshs.\_\_\_\_) in cash or banker's cheque payable to (.....)
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 *[insert time and date]*. Electronic Tenders *[will or will not]* be permitted.
7. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
8. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives and anyone who chooses 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.**

- (1) Name of Procuring Entity
- (2) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)
- (3) Postal Address

- (4) Insert name, telephone number and
- (5) e-mail address of the officer to be contacted.

**B. Address for Submission of Tenders.**

- (1) Name of Procuring Entity
- (2) Postal Address (include name of Officer to be attentional)
- (3) Physical address for hand Courier Delivery to an office or Tender Box (City, Street Name, Building, Floor Number and Room)

**C. Address for Opening of Tenders.**

- (1) Name of Procuring Entity
- (2) Physical address for the location (City, Street Name, Building, Floor Number and Room)

***[Authorized Official (name, designation and date)]***

## **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 Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall 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 (spouses 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 Procuring Entity shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

### **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 prices
  - (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, 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

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**

The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices

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

- 2.7.2 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.
- 2.7.3 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.
- 2.7.4 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.

## **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 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.

## **2.10 Sealing and Marking of Tenders**

2.10.1 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; and
- (c) bear the name and address of the Procuring Entity.
- (d) A payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.

2.10.2 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 tender in case of advise on the status of the tender or refund of deposit.

## 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 .... (*day, date and time*)

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 .... (*time, Day and Date*) 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 Correction of Arithmetical Errors - provided that the Tender is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; 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 subject to (a) and (b) above.

2.15.3 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Tender.

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

2.15.5 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 reserve 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.

**SECTION III- SCHEDULE OF ITEMS AND PRICES**

**Notes on schedule of Items and Prices**

1. The Procuring Entity will prepare the schedule of items being sold, marking each item with a unique number. Where items are to be sold as a lot, the lots must be clearly indicated in the schedule.
2. The schedule of items and prices will include a column for the deposit to be paid by the tenderer for the item and lot. The deposit amount should be indicated by the Procuring Entity.
3. The tenderer shall complete the tender by preparing and completing the Table below, indicating the items tendered for and the prices offered and striking out those not tendered for. The Procuring Entity will complete columns 1-4 and 7 and the Tenderer will complete columns 5 and 6, and sign as indicated below.

**SCHEDULE OF ITEMS AND PRICES**

1	2	3	4	5	6	7
Item No.	Description of Item	Unit of Issue	Total Quantity	Unit price (KSH)	Total Tender Price	Required Deposit
1						
2						
3						
4						
5						

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

Name of Account Holder \_\_\_\_\_  
Name of the Bank \_\_\_\_\_  
\_\_\_\_\_ Branch Name \_\_\_\_\_  
and City \_\_\_\_\_  
Account Number \_\_\_\_\_  
Code SWIFT \_\_\_\_\_  
Sort code \_\_\_\_\_  
Banking correspondent (If any) \_\_\_\_\_  
Name of Tenderer \_\_\_\_\_  
Name of Authorized official \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## **SECTION IV - CONDITIONS OF TENDER**

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

## **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.

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**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 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 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 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
Item No.	Description of Item	Unit of Issue	Total Quantity	Unit price	Total Tender Price	Required Deposit
1						
2						
3						
4						
5						

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## 5.2 Confidential Business Questionnaire Form

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form

Part 1 – General			
Business			Name
.....			
Location	of	business	Premises
.....			
Plot	No.	.....	Street/Road
.....			
Postal	Address	.....	Tel No.
.....			
Nature		of	business
.....			
Current Trade License 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.	.....	.....	.....
1	.....	.....	.....
2	.....	.....	.....
3	.....	.....	.....
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
1.	.....	.....	.....
2.	.....	.....	.....
3.	.....	.....	.....
4.	.....	.....	.....
5.	.....	.....	.....
Date .....			
Seal and Signature of Candidate .....			
.....			

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### 5.3 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)

\_\_\_\_\_  
(signature)

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

**5.4. LETTER OF NOTIFICATION OF AWARD**

*[letterhead 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 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				xxxxxx

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Procuring Entity \_\_\_\_\_

**COPY OF THE LETTER OF NOTIFICATION OF AWARD**  
*(to 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				
<b>TOTAL PRICE OF ALL ITEMS</b>				<b>xxxxx</b>

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: \_\_\_\_\_