

KENYA ROADS BOARD



**TENDER DOCUMENT
FOR
SALE OF MOTOR VEHICLES**

KRB/1007/2018-2019

(JUNE 2019)

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SECTION I - INVITATION TO TENDER

Tender Ref No: KRB/1007/2018-2019

Tender Name: Sale of Motor Vehicles

- 1.1 Kenya Roads Board now invites sealed tenders from eligible candidates to purchase vehicles.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents from Supply Chain Management Office on 3rd floor, Kenya Re Towers, Off Ragati Road, Upper hill area during normal working hours 8.30 a.m to 4.00 p.m.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees as follows:

i) Kshs3,000 for purchase for each tender document

Payment shall be made in cash or bankers cheque in cashier's office starting 8.30 a.m to 4.30 p.m.

- 1.4 Tenderers will be required to pay an advance deposit for the vehicles as follows:

Item	Description	Unit	Deposit (Kshs)
1	Vehicles	No 1	20,000 per vehicle

- 1.5 The deposit will form part of the payment in case of a successful tenderer. The deposit shall be forfeited if the tenderer withdraws their tender during the tender validity or fails to pay the balance in case they are successful.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box situated on 3rd floor, Kenya Re

Tenders or addressed to Executive Director, Kenya Roads Board, P.o Box 73718-00200, Nairobi so as to be received on or before 17th July, 2019 at 12.00 noon.

- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at Kenya Road Board Boardroom, 3rd Floor, Kenya Re Towers.
- 1.8 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for one hundred twenty (120) days from the closing date of the tender.

SECTION II - INSTRUCTION TO TENDERERS

Bidders are informed that the information under Section 11 is standard. It is important to refer to Appendix to Section 11 which amends, complements the provisions of Section 11.

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 166 of the Public Procurement & Asset Disposal Act 2015 and section 93 of the Public Procurement and Disposal Regulations, 2016.

2.2 Cost of Tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall be not more than Kshs.5,000/=
- 2.2.3 The procuring entity shall allow the tender to review the tender document free of charge before purchase.

2.3 The Tender Document

- 2.3.1 The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.

- (i) Invitation to tender

- (ii) Instructions to tenderers
- (iii) Schedule of items and price
- (iv) Conditions of Tender
- (v) Form of tender
- (vi) Confidential Business questionnaire Form
- (vii) Tender Commitment Declaration Form

2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

2.4. Clarification of Documents

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

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

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

2.5 Amendment of Documents

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

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

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

2.6 Tender Prices and Currencies

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

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

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

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

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

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

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

2.7.5 The tender deposit may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
- (b) in the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

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

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

2.9 Viewing of Tender Items

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

2.10 Sealing and Marking of Tenders

2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "DO NOT OPEN BEFORE (as indicated in appendix to instructions).

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 12.00 noon as indicated in the newspapers advertisement

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 12.00 noon as indicated in the newspapers advertisement and in the location specified in the invitation to tender.

The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

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

2.14 Clarification of tenders

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

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

2.15 Evaluation and Comparison of Tenders

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

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

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

2.16 Award Criteria

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

2.17 Notification of Award

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

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

2.18 Contacting the Procuring entity

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

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

2.19 Corrupt Fraudulent Practices.

2.19.1 KRB requires that Tenderers observe the highest standard of ethics during the tendering process and execution of contract. In pursuance of this policy, KRB:-

a) Defines, for the purposes of this provision, the terms set forth below as follows.

- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the tendering process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a tendering process or the execution of a contract to the detriment of KRB, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender bids at artificial non-competitive levels and to deprive KRB of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or executing a contract.

Appendix to Section 11 - Instructions to tenderers

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

Instructions to Tenderers Reference	<i>Particulars of appendix to Instructions to tenderers</i>
2.1.1(Eligible tenderers)	Open to all tenderers who meet the requirements as indicated in the tender documents
2.2.2 (Cost of tender)	The cost of the tender documents shall be Kshs3,000.00 per tender document
2.7.1 (Tender security)	<p>The deposit to be paid is Kshs20,000.00 per vehicle.</p> <p>The money will be payable in bankers cheque payable to Kenya Roads Board.</p>
2.8.1(Validity of tenders)	The tender validity is 120 days from the date of submission
2.10.1 (date of submission and opening)	The day of submission and opening and opening of the tenders is 17 th July, 2017 at 12.00 noon
2.15 (evaluation criteria)	<p>The following will form part of evaluation criteria:</p> <ul style="list-style-type: none"> i) PIN NO of tenderer ii) Tender fee receipt as applicable iii) Payment of deposit for vehicles iv) Validity of tender of 120 days v) Filled confidential form attached as applicable vi) Completed and signed form of tender

	<p>Tenders that will be found not to have met the requirements in the above areas may be considered to be non responsive and rejected.</p> <p>The successful tender will be the one that is compliant to the above conditions and has quoted the highest price.</p> <p>In case two or more tenderers tie, KRB will invite those tenderers to come and ballot to determine the winner.</p>
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SECTION III - SCHEDULE OF VEHICLES AND PRICES

SCHEDULE OF VEHICLES

Item No/Lot No	Item Description	Date of purchase	Mileage (Kms)	Roadworthy	Reserve Price (Kshs)	Deposit to be paid (Kshs)	Total tendered price (Kshs)
Item "A"	KBN 014E Toyota prado, 4/W drive, Diesel, 2982 cc	2010	248,113	Roadworthy	1,280,000	20,000	
Item "B"	KBU 005T Toyota prado, 4/W drive, Diesel, 2982 cc	2013	224,910	Roadworthy	2,500,000	20,000	
Item "C"	KBQ 666D Toyota prado, 4/W drive, Diesel, 2982 cc	2011	183,640	Roadworthy	2,400,000	20,000	

Name of Tenderer.....Signature.....

Tenderer's Address.....

Tenderer's telephone Number.....

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for as many items as he/she wishes.
- 4.2 A tenderer will pay a deposit in advance before the closing date of the tender for each vehicle tendered as indicated in the schedule of vehicles and prices.
- 4.3 Tenderers who will be awarded contracts will be required to pay for the items within 14 days and not later than 21 days failure to which the contract award will be cancelled and the deposit forfeited.
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the communication of the contract awards.
- 4.5 Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender. **See conditions in Appendix below**

Appendix to (Section IV) - Conditions of Tender

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

Conditions of tender reference	<i>Particulars of the Appendix to Conditions of tender</i>
4.3	Tenderers who will be awarded the tender will be required to pay for the items within 21 days from the date of receipt of letter of notification of award.
4.5	<i>Tenderers are required to collect the items they have paid for within 14 days after making payment failure to which storage charges will be Kshs500.00 per day to a maximum of 30 days failure to which the agreement will be cancelled without further advise and the tenderer shall lose any advance deposits</i>

SECTION V - STANDARD FORMS

- 5.1 The form of tender, the confidential business questionnaire form, the tender deposit commitment declaration form and anti-corruption declaration must be completed by the tenderers and returned with the tender. Failure to complete any of these forms may 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 _____

5.2 Confidential Business Questionnaire Form

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

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

Part 1 – General																															
Business Name Location of business Premises Plot No. Street/Road Postal Address Tel No. Nature of business Current Trade Licence No. Expiring date Maximum value of business which you can handle at any one time Kshs Name of your bankers Branch																															
	Part 2 (a) – Sole Proprietor																														
	Your Name in full Age Nationality Country of origin * Citizenship details																														
	Part 2 (b) Partnership																														
	Given details of partners as follows: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.					
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2.																											
3.																											
4.																											
	Part 2 (c) – Registered Company																														
	Private or Public State the nominal and issued capital of company – Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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	Date Seal/Signature of Candidate																														

5.3 Tender deposit commitment Declaration Form

Tender No. **KRB/1007/2018-2019**

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

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

Authorizing Official _____
(name)

(signature)

Address of Bidders.....

Telephone No.....

Date.....

5.4 ANTI CORRUPTION DECLARATION PLEDGE

I/We (Name of the firm) declare that I/We recognize that Public Procurement and disposal is based on a free and fair competitive tendering process which should not be open to abuse.

I/We.....declare that I/We.....will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in accordance with the tender No.....for or in the subsequent performance of the contract if I/We am/are successful.

Signed byChief Executive Officer
or authorized representative