



KENYA TRADE NETWORK AGENCY (KENTRADE)
Embankment Plaza – First Floor P.O. Box 36943-00200-NAIROBI
Tel: +254 020 2614896; email: info@kentrade.go.ke

TENDER FOR DISPOSAL OF BOARDED MOTOR VEHICLE

TENDER NO. KTNA/DIS/01/2019-2020

FEBRUARY 2020

**CLOSING DATE: TUESDAY FEBRUARY 18, 2020 AT
1000HOURS**

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INTRODUCTION

KENTRADE invites sealed bids from eligible candidates for the purchase of motor vehicle **(VW Passat) KBZ 009D** details of which are as indicated in the schedule of items.

SECTION I - INVITATION TO TENDER

Date: February 03, 2020

Tender Ref No. KTNA/DIS/01/2019-2020

Tender Name : Tender for disposal of Motor Vehicle-VW PASSAT – KBZ009D

- 1.1 The Kenya Trade Network Agency now invites sealed tenders from eligible candidates to purchase a Motor Vehicle - (Volkswagen Passat-KBZ 009D) on as-is –and –where-is basis.
- 1.2 Interested eligible candidates may obtain further information from, and inspect the tender documents at the Kenya Trade Network Agency (Procurement office), on 1st floor, Embankment Plaza, Upper Hill during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs.1000.00 (One thousand only) in cash or banker's cheque payable to Kenya Trade Network Agency. Alternatively, the document can be viewed and downloaded **free of charge** from Government Tenders Portal (PPIP) or our website on the following link: -
<http://www.kentrade.go.ke/index.php/procurement/tenders>.
- 1.4 Candidates who choose to download the documents shall notify the Procurement Office immediately for record purposes via email: procurement@kentrade.go.ke
- 1.5 Tenderers will be required to pay in advance a refundable deposit of **Kshs. 200.000.00** as indicated in the Appendix to Instructions to tenderers.
- 1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box at the reception area of the Kenya Trade Network Offices on First floor, Embankment Plaza, Upper Hill or addressed to

**The Chief Executive Officer,
Kenya Trade Network Agency,
Embankment Plaza, Upper Hill,
P.O Box 36943-00200
NAIROBI**

so as to be received on or before **Tuesday, February 18, 2020 at 1000hours.**

- 1.7 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.8 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening in the boardroom on first floor, Embankment Plaza.

**The Chief Executive Officer
Kenya Trade Network Agency**

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 not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 KenTrade 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 Act.

2.2 Cost of Tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3 KenTrade shall allow the tenderer 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 KenTrade in writing or by post at the entity's address indicated in the Invitation for tenders. KenTrade 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 Agency. Written copies of KenTrade's 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 KenTrade not later than 7 days prior to the deadline for submission of tenders.
- 2.4.3 KenTrade 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, KenTrade, 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, KenTrade, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

- 2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract
- 2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected
- 2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

- 2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.
- 2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.
- 2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.
- 2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tenderer 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 90 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by KenTrade, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by KenTrade as non-responsive.
- 2.8.2 In exceptional circumstances, KenTrade 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 KenTrade before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on **AS IS WHERE IS CONDITION** and the conditions of the items are not warranted by the seller.

2.10 Sealing and Marking of Tenders

- 2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and "DO NOT OPEN BEFORE **Tuesday, February 18, 2020 at 1000hours.**

2.11 Deadline for Submission of Tenders

- 2.11.1. Tenders must be received by KenTrade at the address specified not later than **Tuesday, February 18, 2020 at 1000hours.**
- 2.11.2 KenTrade 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 KenTrade 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 KenTrade 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 KenTrade will open all tenders in the presence of tenderers' representatives who choose to attend at **1000 hours on Tuesday, February 18, 2020** 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 KenTrade, at its discretion, may consider appropriate, will be announced at the opening.

2.13.4 KenTrade 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 KenTrade 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 KenTrade 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 KenTrade 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 KenTrade 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 KenTrade 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, KenTrade 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 KenTrade 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 KenTrade in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Appendix to Instructions to tenderers.

TENDER DATA SHEET (TDS)

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 Appendix to Instructions to Tenders (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 Instructions 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 charged for the electronic tender document as contained in the Invitation to Tender.
	2.4.1	A prospective tenderer requiring any clarification of the tender document may notify KenTrade in writing or by post or email at the entity's address: The Chief Executive Officer, Kenya Trade Network Agency, Embankment Plaza, Upper Hill, P.O Box 36943-00200 NAIROBI email: procurement@kentrade.go.ke
	2.6.3	The Price quoted shall be in Kenya Shillings
	2.7	The tenderer shall provide a refundable deposit of Kshs. 200,000.00 for the motor vehicle as indicated in the item price schedule in form of cash deposit or Bankers Cheque payable to Kenya Trade Network Agency. 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 14 days of award.

	2.8	Tenders shall remain valid for 90 days															
	2.11	<p>Tenders must be deposited in the Tender Box at the reception of the KenTrade offices at Embankment Plaza, 1st floor in Upper Hill or be received by KenTrade at the following address:</p> <p style="text-align: center;">The Chief Executive Officer, Kenya Trade Network Agency, Embankment Plaza, Upper Hill, P.O Box 36943-00200 NAIROBI</p>															
	2.15.1	<p>2.1.6 Evaluation and Comparison of Tenders</p> <p style="text-align: center;">a) Mandatory Requirements</p> <table border="1"> <thead> <tr> <th>No</th><th>Requirement</th><th>Responsive/Non Responsive</th></tr> </thead> <tbody> <tr> <td>1</td><td>Must fill the price schedule in the format provided</td><td></td></tr> <tr> <td>2</td><td>Must fill the form of tender in the format provided</td><td></td></tr> <tr> <td>3</td><td>Must fill tender deposit form</td><td></td></tr> <tr> <td>4</td><td>Must provide or attach copy of bankers cheque or original bank slip for tender deposit</td><td></td></tr> </tbody> </table> <p>Failure to comply with all the above shall lead to the bid being declared Non Responsive and such bids shall be eliminated from the evaluation.</p> <p>The tender will be awarded to the person/firm with the highest financial quote as indicated in the form of tender.</p>	No	Requirement	Responsive/Non Responsive	1	Must fill the price schedule in the format provided		2	Must fill the form of tender in the format provided		3	Must fill tender deposit form		4	Must provide or attach copy of bankers cheque or original bank slip for tender deposit	
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2	Others:	ITEMS shall only be handed over to the winning tenderer on completion of payment at the awarded amount.															

SECTION III - SCHEDULE OF ITEMS AND PRICE

Item No.	Item Description	Unit of Issue	Total Quantity	Reserve Price Kshs.	Total Tender Price Kshs.	Required Deposit Kshs.	Target Group
1	Motor Vehicle Volkswagen Passat KBZ 009D	No	1	1,500,000.00		200,000.00	Open

Authorized official bidder

Name

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 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 KenTrade will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity.

Appendix to conditions of tender

The following information for sale of boarded Motor Vehicle 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	Particulars of the appendix to Conditions of tender
4.4	Tenderers who will not be awarded the tender will be refunded their deposits within fourteen (14) days after notification of the tender award.
4.5	The Tenderers will be required to collect the items they have paid for within fourteen (14) days after making the payment and release procedures completed and failure to which storage charges will be charged at a rate of Kshs. 300.00 per day for the vehicle.
4.6	The Reserve price is not confidential. KenTrade will make a decision on whether to award or not based on the valuation and financial bid/ quote as indicated in the Form of Tender.

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 motor vehicle 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 motor vehicle 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

<p>Part 1 – General</p> <p>Business Name</p> <p>Location of business Premises</p> <p>Plot No. Street/Road</p> <p>Postal Address Tel No.</p> <p>Nature of business</p> <p>Current Trade Licence No. Expiring date</p> <p>Maximum value of business which you can handle at any one time Kshs</p> <p>Name of your bankers Branch</p>
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	<p>Part 2 (a) – Sole Proprietor</p> <p>Your Name in full Age</p> <p>Nationality Country of origin</p> <p>* Citizenship details</p>																				
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 30%;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.		
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4	<p>.....</p> <p style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company –</p> <p style="padding-left: 40px;">Nominal Kshs.</p> <p style="padding-left: 40px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 30%; text-align: center;">Name</th> <th style="width: 30%; text-align: center;">Nationality</th> <th style="width: 20%; text-align: center;">Citizenship Details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>.....</td> <td></td> <td></td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares				1.			2.			3.			4.			5.		
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<p>Date Seal/Signature of Candidate</p> <p>.....</p>																													

5.3 Tender deposit commitment Declaration Form

Tender No. KTNA/DIS/01/2019-2020

*As indicated in the schedule of items and prices, we do confirm that we have put deposits for the item 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)

(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

REQUEST FOR REVIEW FORM

FORM RB 1

**REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
ofdated the...day of20.....in the matter of Tender No.....of
.....20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above
mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

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
