



## **TENDER FOR SALE OF BORDED MOTOR VEHICLES**

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**REF: NO. OAG/OT/12/2018-2019**

**INVITATION DATE: 16<sup>TH</sup> APRIL, 2019**

**CLOSING DATE: 2<sup>ND</sup> MAY, 2019**

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## SECTION I - INVITATION TO TENDER

**DATE :** 16/4/2019

**TENDER NO:** OAG/OT/12/2018-2019

### **SALE OF DISPOSABLE MOTOR VEHICLES**

- 1.1 The office of the Auditor-General now invites sealed tenders from eligible candidates to purchase Boarded Motor Vehicles.
- 1.2 Interested and eligible candidates may view the vehicles in their **respective locations and carry out their own assessment before making their quote**, on week days, during normal working hours (8.00AM- 1.00PM and 2.00PM - 5.00PM local time). **Contact 020-3214000** for arrangement to view the vehicles.
- 1.3 A complete set of tender documents may be **downloaded free of charge** from the Office of The Auditor-General's website [www.oag.go.ke](http://www.oag.go.ke) or the supplier portal website <https://www.tenders.go.ke>. The bidders participating in the tenders are required to register their details with Office of the Auditor-General via the email address [procurement@oagkenya.go.ke](mailto:procurement@oagkenya.go.ke) for the purpose of further communications and issuing addendums if any.
- 1.4 Bidders must pay a refundable deposit of **20%** of the reserve price in the form of **Cash payable to the cash office or Bankers Cheque** in favor of the Auditor –General.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with **the Tender Number, the MV Reg. Number and the Make** and deposited in the Tender Box located at **Office of The Auditor-General Headquarters, Anniversary Towers, 8<sup>th</sup> floor** or to be addressed to **The Auditor-General, P.O. Box 30084-00100, NAIROBI** so as to be received on or before **11.00 AM, local time on 2<sup>nd</sup> May , 2019**. Late bids will be rejected.
- 1.6 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives, who choose to attend, at the **4<sup>th</sup> Floor Boardroom, Office of The Auditor- General, Anniversary Towers, University Way**.

## 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 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

### **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 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 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, 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 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 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 Motor Vehicles before they bid. 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 2<sup>nd</sup> May, 2019.**

## **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 **2<sup>nd</sup> May, 2019 at 11.00 AM, local 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 on **2<sup>nd</sup> May, 2019 at 11.00 AM, local time** 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 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.

## Appendix to Instructions to tenderers.

The following information for sale of boarded Motor Vehicles 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	Members of the public are eligible tenderers
2.7	A deposit of <b>20% of the reserve price is required for each Motor vehicle.</b> It is refundable if unsuccessful.
2.8.1	<b>120 Days</b>

### SECTION III - SCHEDULE OF ITEMS AND PRICES

S/NO.	MV REG. NUMBER	MAKE	Y.O.M.	TO BE VIEWED AT (LOCATION)	RESERVE PRICE (IN KSH)	ELIGIBILITY
1.	GK A748N	Peugeot-406 Saloon	2005	Nyeri	28,000.00	Open
2.	GK M628	Volvo -240 GL Saloon	1986	Nairobi	289,000.00	Open
3.	GK W345	Peugeot-504 Saloon	1994	Nairobi	36,875.00	Open
4.	GK A060L	Landrover 110 Tdi	2005	Kakamega	222,000.00	Open
5.	GK A464F	Landrover 110TDi	2002	Nairobi	111,840.00	Open
6.	GK A011A	Volvo -940 GL Saloon	1996	Nairobi	335,000.00	Open
7.	GK A291Q	Peugeot-307XRSaloon	2006	Nairobi	326,320.00	Open
8.	GK A043L	Landrover 110TDi	2005	Kisumu	428,480.00	Open
9.	GK A534G	Landrover 110TDi	2003	Meru	152,320.00	Open
10.	GK A535G	Landrover 110TDi	2003	Nairobi	340,350.00	Open
11.	GK A059L	Landrover 110TDi	2005	Nairobi	326,640.00	Open
12.	GK A578E	Landrover 110TDi	2001	Mombasa	138,000.00	Open
13.	GK 610F	Landrover	N/A	Kisumu	25,000.00	Open

## SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may bid for one item or more as he/she wishes.
- 4.2 A tenderer must pay a deposit in advance before the closing date of the tender for each item tendered for as indicated in the schedule of items and prices.
- 4.3 Tenderers who are awarded contracts shall be required to pay for the items after **14 days** but 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.

## Appendix 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 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>
4.5	<b>Storage charges KSH 1,000/= per week</b>

**SECTION V - STANDARD FORMS**

**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:				
	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
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				
	Name	Nationality	Citizenship Details	Shares
1.	.....	.....	.....	.....
2.	.....	.....	.....	.....
3.	.....	.....	.....	.....
4.	.....	.....	.....	.....
5.	.....	.....	.....	.....
Date ..... Seal/Signature of Candidate .....				

### 5.3 Tender Deposit Commitment Declaration Form

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:-

<b>ITEM No.</b>	<b>Item Description</b>	<b>Deposit Kshs.</b>	<b>Receipt No. and Date</b>

Authorizing Official \_\_\_\_\_  
(name)

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

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