



Open National Tender (ONT)

Tender Document

For the

Disposal of Old / Unserviceable Motor Vehicles

Invitation for Tender (IFT) Number: KEMSA-DISP-ONT 1/2019-2020

**Tender Closing date: 17th October 2019
Time: -10.00 a.m.**

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SECTION I- INVITATION TO TENDER

Date 17th October 2019

- * **Tender Ref No.: - KEMSA-DISP-ONT 1-2019/2020**
- * **Tender Name: Disposal of Old/Unserviceable Motor Vehicles**
- 1.1 **The Kenya Medical Supplies Authority** now invites sealed tenders from eligible candidates for the **Disposal of Old/Unserviceable Motor Vehicles**
Interested eligible candidates may obtain further information from and inspect the tender documents at;
 - Kenya Medical Supplies Authority**
 - Building Number 13**
 - Commercial Street**
 - P. O. Box 47715**
 - Nairobi, Kenya**
 - Tel: 254 20 3922000**
 - Fax : 254 20 3922400**
 - E-mail info@kemsa.co.ke**
- 1.2 During normal working hours between 9.00am and 4.00 pm local time.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fee of **Kshs 1,000.00 Kenya Shillings One Thousand** in cash or bankers cheque made out to 'Kenya Medical Supplies Authority' at the KEMSA Cash office
- 1.4 Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.

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 **Kenya Medical Supplies Authority Commercial Street, Industrial Area** or addressed to **Kenya Medical Supplies Authority Commercial Street, Industrial Area, P. O. Box 47715- 00100, Nairobi**, so as to be received on or before **Thursday 17th October 2019 at 10.00 a.m.**

- 1.5 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at **Kenya Medical Supplies Authority Commercial Street, Industrial Area**

SIGNED for **Chief Executive Officer/ Kenya Medical Supplies Authority**

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 eligible 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 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 price to be charged for the tender document shall not exceed **Kshs. 1,000/=**
- 2.2.3 The procuring entity 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 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 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 motor vehicle(s) tendered for in the amount indicated in the schedule of motor vehicle(s) and prices. The tenderers shall submit the deposit detailed in the schedule of motor vehicle(s) in form of a Bankers Cheque payable to **KENYA MEDICAL SUPPLIES AUTHORITY**. This deposit shall form part of the purchase price for the successful bidders but refundable to the unsuccessful bidders.

This deposit shall be forfeited in total should the successful bidder not complete the transaction.

- 2.7.1 Failure to make the required deposit for an item **tendered for if applicable** will lead to disqualification of the bid 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 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.

2.7.4 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 **Ninety (90) 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 procuring entity will retain the deposit provided under paragraph 2.7 during the period of extension. 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 submit their bids. 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 THURSDAY 17TH OCTOBER 2019 at 10:00am.**

2.11 Deadline for Submission of Tenders

2.10.2 2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **Thursday 17th October 2019 at 10:00am.**

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 Withdrawal 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 Withdrawal of 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

2.10.3 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at KEMSA on **17th October 2019** at **10:00am** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

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

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

2.14 Clarification of tenders

2.14.2 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 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 tender 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 MOTOR VEHICLES AND PRICES

S/No	MV Reg No.	Make	Type/ Model	Year of Manufacture	Location	Reserve Price (Ksh)	Duty Status	Bidder Price (Ksh)
1	KAT 664X	Toyota	Prado	2005	Embakasi	600,000.00	Paid	
2	KBG 990X	Toyota	ZRE52	2009	Embakasi	300,000.00	Paid	
3	KAT 485X	Nissan	J84	2005	Embakasi	800,000.00	Not Paid	
4	KAG 251D	Isuzu	FVRR13L	1995	Embakasi	1,000,000.00	Not Paid	
5	KBR 693U	Cherry	Tiggo	2012	Embakasi	200,000.00	Paid	
6	KBR 661U	Cherry	Tiggo	2012	Embakasi	200,000.00	Paid	
7	KAV 092E	Toyota	AHTFK22	2006	Embakasi	600,000.00	Paid	

Authorized official _____
Name

Signature

Date

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each motor vehicle and may tender for as many motor vehicles as he/she wishes.
- 4.2 A tenderer will pay a deposit of **Ksh 20,000 (twenty thousand)** in advance before the closing date of the tender for **each motor vehicle** tendered for as indicated in the schedule of items and prices.
- 4.3 Tenderers who will be awarded tender will be required to pay for the motor vehicle(s) after **14 days** and **NOT later than 21 days** failure to which the tender 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 tenders will be refunded the deposits **fourteen (14) days** after notification of the communication of the tender awards.
- 4.5 Tenderers will be required to collect the motor vehicle(s) 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 motor vehicle(s). Motor vehicle 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.

5.2 Form of Tender

Date:
Tender No. **KEMSA-DISP-ONT1-2019/2020**

To:
.....

**[Kenya Medical Supplies Authority
Commercial Street, Industrial Area,
P. O. Box 47715 00100, Nairobi]**

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

.....

<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>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: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">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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<p>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: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 25%;">Nationality</th> <th style="width: 25%;">Citizenship Details</th> <th style="width: 10%;">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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5.																										
<p>Date Seal/Signature of Candidate</p>																														

5.3 Tender Deposit Commitment Declaration Form

*Tender No. (KEMSA-DISP-ONT1-2019/2020)

*As indicated in the schedule of motor vehicle(s) and prices, we do confirm that we have put deposits for the motor vehicle(s) tendered for as supported by the attached copies of receipts as follows: -

Item No.	Motor Vehicle Reg. No.	Make	Type /Model	Year of Manufacture	Deposit Kshs.	Receipt No. and Date
1	KAT 664X	Toyota	Prado	2005	20,000	
2	KBG 990X	Toyota	ZRE52	2009	20,000	
3	KAT 485X	Nissan	J84	2005	20,000	
4	KAG 251D	Isuzu	FVRR13L	1995	20,000	
5	KBR 693U	Cherry	Tiggo	2012	20,000	
6	KBR 661U	Cherry	Tiggo	2012	20,000	
7	KAV 092E	Toyota	AHTFK22	2006	20,000	

Authorizing Official _____
(name)

(signature)

(Date)