

# ETHICS AND ANTI- CORRUPTION COMMISSION



## STANDARD TENDER DOCUMENT

FOR

## DISPOSAL OF MOTOR VEHICLES

TENDER NO. EACC/10/2016~2017

*INTEGRITY CENTRE*

*Valley Rd/Milimani Rd Junction  
P.O Box 61130-00200, Nairobi, Kenya  
Tel: 2717318/310722 fax 254 (020) 2719757  
Email: [eacc@integrity.go.ke](mailto:eacc@integrity.go.ke)*

**Deadline for Submission: 7<sup>TH</sup> OCTOBER 2016 AT 11:00 A.M**

Contents	
SECTION I .....	4
INVITATION TO TENDER.....	4
2.1 Eligible Tenderers.....	5
2.2 Eligible Goods.....	5
2.3 Cost of Tendering.....	5
2.4. The Tender Document .....	5
2.5 Clarification of Documents .....	6
2.6 Amendment of Documents .....	6
2.7 Language of Tender .....	6
2.8 Documents Comprising of Tender .....	6
2.9 Tender Forms .....	7
2.10 Tender Prices .....	7
2.11 Tender Currencies.....	7
2.12 Tenderers Eligibility and Qualifications .....	7
2.13 Goods Eligibility and Conformity to Tender Documents .....	8
2.14 Tender Security .....	8
2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.....	8
2.15 Validity of Tenders .....	9
2.16 Format and Signing of Tender .....	9
2.17 Sealing and Marking of Tenders.....	10
2.18 Deadline for Submission of Tenders.....	10
2.19 Modification and Withdrawal of Tenders.....	10
2.20 Opening of Tenders.....	11
2.21 Clarification of Tenders.....	11
2.22 Preliminary Examination .....	11
2.23 Conversion to Single Currency .....	12
2.24 Evaluation and Comparison of Tenders.....	12
2.25 Preference.....	12
2.26 Contacting the Procuring entity .....	12
2.27 Award of Contract.....	12
(a) Post-qualification .....	12
(b) Award Criteria.....	13
(c) Procuring entity’s Right to Vary quantities.....	13
(d) Procuring entity’s Right to accept or Reject any or All Tenders.....	13
2.28 Notification of Award.....	13
2.29 Signing of Contract .....	13
2.30 Performance Security.....	13
2.31 Corrupt or Fraudulent Practices .....	14
Appendix to Instructions to tenderers.....	14
2.15 .....	15
SECTION III - SCHEDULE OF ITEMS AND PRICES .....	16
SECTION III - SCHEDULE OF TERMS AND PRICES .....	17
SECTION IV - CONDITIONS OF TENDER.....	17
Appendix to Conditions of Tender .....	18

Appendix to conditions of tender.....	19
SECTION V - STANDARD FORMS.....	20
Notes on Standard Forms.....	20
5.1 Form of Tender.....	21
5.2 Confidential Business Questionnaire Form.....	22
5.3 Tender deposit commitment Declaration Form.....	24
5.4. SELF-DECLARATION FORM.....	25
5.5 LETTER OF NOTIFICATION OF AWARD.....	26
5.6 REQUEST FOR REVIEW FORM.....	27

**SECTION I INVITATION TO TENDER**

ETHICS AND ANTI-CORRUPTION COMMISSION  
P.O Box 61130-00200,  
Nairobi, Kenya

INTEGRITY CENTRE  
Valley Rd/Milimani Rd Junction  
P.O Box 61130-00200, Nairobi, Kenya  
Tel: 2717318/310722 fax 254 (020)  
2719757  
Email: [eacc@integrity.go.ke](mailto:eacc@integrity.go.ke)

**Date: 20<sup>th</sup> September, 2016**

**Re: TENDER NO. EACC /10/2015-2016:- SALE OF MOTOR VEHICLES**

The Ethics and Anti-Corruption Commission (EACC) invites sealed bids from eligible candidates for Sale of Motor Vehicles.

Interested eligible candidates may download a complete set of tender documents from the Ethics and Anti-Corruption Commission's websites: [www.eacc.go.ke](http://www.eacc.go.ke) or [IFMIS tender portal supplier.treasury.go.ke](http://IFMIS.treasury.go.ke) free of charge.

Bidders may inspect the tender documents at the Supply chain office, Ethics and Anti-Corruption Commission, ground Floor, **Integrity Centre** during normal working hours.

Completed bid documents are to be enclosed in plain sealed envelopes, marked with the Tender number and deposited in the Tender box provided at the Integrity Centre, ground floor, Nairobi or be addressed to the address above so as to be received on or before **7<sup>TH</sup> October 2016 AT 11.00 AM**. Bids will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend at the Board room, 1<sup>st</sup> floor, Integrity Centre

Prices quoted should be net inclusive of all taxes, must be in Kenya Shillings and should remain valid for 120 days after date of tender opening.

Completed tender documents are to be submitted to reach:

**THE SECRETARY/CEO**  
**Ethics and Anti-Corruption Commission,**  
**P. O. Box 61130 - 00200**  
**NAIROBI**

So as to be received on or before **7<sup>TH</sup> October 2016 AT 11.00 AM** Tenders must be accompanied by a non-refundable deposit of 25% as indicated for each lot.

**Viewing of the Motor Vehicles for Disposal can be done on Mondays and Thursdays at 11.00 a.m at the Integrity Centre before the Tender opens/closes.**

**THE SECRETARY/CEO,**  
**ETHICS AND ANTI-CORRUPTION COMMISSION.**

## SECTION II ~ INSTRUCTIONS TO TENDERERS

### 2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### 2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### 2.3 Cost of Tendering

- 2.3.1 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.
- 2.3.2 The price to be charged for the tender document shall not exceed Kes.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

### 2.4. The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
  - (i) Invitation to Tender

- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.5 Clarification of Documents**

2.5.1 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 to Tender. 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.

2.5.2 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.

## **2.6 Amendment of Documents**

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

2.6.2 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.

2.6.3 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.

## **2.7 Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) tender security furnished in accordance with paragraph 2.14

## **2.9 Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract 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, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

## **2.11 Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristic of the goods;
- (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (c) A clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form



acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible. But not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
  - (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
  - (b) in the case of a successful tenderer, if the tenderer fails:
    - (i) to sign the contract in accordance with paragraph 2.27
    - Or
    - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.
- 2.15.2 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 security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

- 2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” (*7<sup>th</sup> -October-2016 AT 11.00 AM.*)

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

## **2.18 Deadline for Submission of Tenders**

**2.18.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than (*7<sup>th</sup> -October 2016 AT 11.00 AM.*)

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## **2.19 Modification and Withdrawal of Tenders**

2.19.1 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.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 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 on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **(7<sup>th</sup> October 2016 AT 11.00 AM.)** and in the location specified in the Invitation to Tender.

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

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

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

## **2.21 Clarification of Tenders**

2.21.1 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.

2.21.1 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.

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.1 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.1 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.1 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The

Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 2.22.1 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

### **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.1 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.1 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **2.25 Preference**

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

### **2.26 Contacting the Procuring entity**

- 2.27.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.27.2 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.

### **2.27 Award of Contract**

#### **(a) Post-qualification**

- 2.27.3 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.4 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.5 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in

which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.6 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, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.7 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

2.27.8 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

**2.28 Notification of Award**

2.28.1 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.

2.28.1 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.1 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

**2.29 Signing of Contract**

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.1 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.1 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

**2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.1 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and

forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

### 2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity 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.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

### Appendix to Instructions to tenderers.

The following information for sale of 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	Open to Kenyan citizens except:- 1) an employee of the commission or commissioners of the commission 2) a public or state officer or a commissioner, a member of a board or committee of the Government or any department of the Government or a person appointed to any position by the President or a CS; or 3) a spouse or child of the persons mentioned above
2.7.1	Tenderers will be required to pay in advance a refundable deposit as of 25% of the reserve price for each lot.
2.8.1	<i>tender validity</i> should remain valid for 120 days after date of tender opening
	Evaluation and Comparison of Tenders

2.15	<table border="1"> <thead> <tr> <th data-bbox="540 226 634 289">No.</th> <th data-bbox="634 226 1138 289">Requirements</th> <th data-bbox="1138 226 1367 289">Responsive or Not Responsive</th> </tr> </thead> <tbody> <tr> <td data-bbox="540 289 634 432">MR1</td> <td data-bbox="634 289 1138 432">Must Submit a copy of certificate of Registration/Incorporation for a company and or national ID for an individual</td> <td data-bbox="1138 289 1367 432"></td> </tr> <tr> <td data-bbox="540 432 634 495">MR2</td> <td data-bbox="634 432 1138 495">Must Fill the Form of Tender in the Format provided</td> <td data-bbox="1138 432 1367 495"></td> </tr> <tr> <td data-bbox="540 495 634 600">MR3</td> <td data-bbox="634 495 1138 600">Must submit a dully filled <b>Confidential Business Questionnaire Form</b></td> <td data-bbox="1138 495 1367 600"></td> </tr> <tr> <td data-bbox="540 600 634 663">MR4</td> <td data-bbox="634 600 1138 663">Must submit a dully filled <b>Form of Tender</b></td> <td data-bbox="1138 600 1367 663"></td> </tr> <tr> <td data-bbox="540 663 634 737">MR5</td> <td data-bbox="634 663 1138 737">Must submit proof of payment of 25% for the lot/lots quoted for.</td> <td data-bbox="1138 663 1367 737"></td> </tr> </tbody> </table>	No.	Requirements	Responsive or Not Responsive	MR1	Must Submit a copy of certificate of Registration/Incorporation for a company and or national ID for an individual		MR2	Must Fill the Form of Tender in the Format provided		MR3	Must submit a dully filled <b>Confidential Business Questionnaire Form</b>		MR4	Must submit a dully filled <b>Form of Tender</b>		MR5	Must submit proof of payment of 25% for the lot/lots quoted for.	
No.	Requirements	Responsive or Not Responsive																	
MR1	Must Submit a copy of certificate of Registration/Incorporation for a company and or national ID for an individual																		
MR2	Must Fill the Form of Tender in the Format provided																		
MR3	Must submit a dully filled <b>Confidential Business Questionnaire Form</b>																		
MR4	Must submit a dully filled <b>Form of Tender</b>																		
MR5	Must submit proof of payment of 25% for the lot/lots quoted for.																		
2.16.1	<p><b>Award Criteria</b>  The commission 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, which must be higher than reserve prices per item.</p>																		

### 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.



### SECTION III - SCHEDULE OF TERMS AND PRICES

LOT NO.	REG. NO.	GK NO.	MAKE	DUTY STATUS	RESERVE PRICE Kshs.	REFUNDABLE DEPOSIT Kshs.
LOT 1	KAL 427 Q	A 421 F	M/PAJERO	PAID	199,500.00	49,875.00
LOT 2	KAM 185 T	A 416 F	N/SUNNY B 14	PAID	164,917.00	41,229.25
LOT 3	KAP 183 Z	A 195 F	T/LAND CRUISER	PAID	207,000.00	51,750.00
LOT 4	KAP 359 R	A 963 E	MITSUBISHI LAN.	NOT PAID	150,000.00	37,500.00
LOT 5	KAP 380 R	A 971 E	MITSUBISHI GAL.	NOT PAID	70,000.00	17,500.00
LOT 6	KAP 635 N	A 943 E	V/PASSAT	NOT PAID	175,000.00	43,750.00
LOT 7	KBL 670 M	A 908 U	TOYOTA AVANZA	PAID	315,000.00	78,750.00
LOT 8	KBL 791 K	A 297 U	V/PASSAT	PAID	394,735.00	98,683.75

### 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.

## **Appendix to Conditions of Tender**

### **Notes on appendix to Conditions of tender**

1. The clauses in the appendix to conditions of tender are intended to assist the procuring entity in procuring specific information in relation to corresponding clauses in the conditions of tender.
2. The Provisions of the appendix complement the conditions of tender included in Section IV. In preparing the appendix, the following aspects should be taken into consideration;
  - (a) information that complement provisions of Section IV to be incorporated
  - (b) Amendments and or supplements to provisions of Section IV, as necessitated by the circumstances of the specific items of sale must also be incorporated.
  - (c) Section IV should remain unchanged and can only be amended through the appendix.

## Appendix to conditions of tender

The following information for sale of Tyres and unserviceable office 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	<i>The storage charge will be Kes 1,000.00 per day</i>
4.6	The procuring entity will provide bidders with reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity.

*(Complete as necessary)*

## 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 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.		
.....		
...		
1		
.....		

2	.....
	.....
3	.....
	.....
<b>Part 2 (c) – Registered Company</b>	
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

\*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

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

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

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



**5.4. SELF-DECLARATION FORM**

**ANTI-CORRUPTION DECLARATION**

We (*insert the name of the company / supplier*) -----  
declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by our organization or agent, either directly or indirectly, as an inducement or reward for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply —

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of EACC.
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy That EACC may have.

Name .....Signature.....Date  
.....

Company Seal / Business Stamp

**ANTI-FRAUDULENT PRACTICE DECLARATION**

We (*insert the name of the company / supplier*) -----  
declares and guarantees that no person in our organization has or will be involved in a fraudulent practice in any procurement proceeding.

Name .....Signature.....Date  
.....

Company Seal / Business Stamp

**NON - DEBARMENT DECLARATION**

We (*insert the name of the company / supplier*) -----  
declares and guarantees that no director or any person who has any controlling interest in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date .....

Company Seal / Business Stamp

**5.5 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

**5.6 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*) of  
.....dated the...day of .....20.....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 of .....20.....

**SIGNED**  
**Board Secretary**