



TENDER FOR THE DISPOSAL OF BOARDED MOTOR VEHICLES

TENDER NO: *NCIC/NT/003/2019-2020*

CLOSING DATE:

23rd June 2020

NATIONAL COHESION & INTEGRATION COMMISSION

P. O. Box 7055 – 00100, NAIROBI, KENYA, KMA Centre, 6th Floor, Mara Road, Upper Hill,
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June, 2020.

SECTION I. INVITATION TO TENDER

TENDER NO: *NCIC/NT/003/2019-2020*: TENDER FOR DISPOSAL OF MOTOR VEHICLES

- 1.1 National Cohesion & Integration Commission (NCIC) invites sealed bids from eligible candidates' for disposal of the following Motors Vehicles;

Lot No	Registration Number	Type	Year of Manufacture	Vehicle Reserve Price
1	GKA 143X	Toyota Corolla	2010	Ksh. 400,000
2	GKA 144X	Toyota Corolla	2010	Ksh. 300,000
3	GKA 035X	Toyota Prado	2010	Ksh. 1, 000,000
4	GKB 699F	Toyota Prado	2009	Ksh. 900,000

- 1.2 Interested and eligible bidders may obtain further information and inspect and download the tender documents posted on NCIC's website www.cohesion.or.ke free of charge and immediately email their names and contact details to: tenders@cohesion.or.ke for purposes of any clarification, communication or addenda
- 1.3 Prices quoted should be net inclusive of all taxes and delivery must be denominated in Kenya Shillings or any other freely convertible currency and shall remain valid for period of (90) days from the closing date of the tender.
- 1.4 Tenderers will be required to pay in advance a refundable deposit through a bankers Cheque. The deposit will be refundable to all unsuccessful bidders after the award of the tender and shall form part of the purchase price for the successful tenderers
- 1.5 Bidders are encouraged to view the Motor Vehicles prior to submitting their bids. Disposal proceeding is based on "As where is condition" which is not warranted.
- 1.6 The vehicles can be viewed during the day daily from 8.00am and 4. 00pm at our offices in KMA Centre, Upper hill, Nairobi.
- 1.7 Tenderers are required to ensure that all pages of the tender document are chronologically numbered, indexed and bounded. Loose tender document will be declared non- responsive.
- 1.8 Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at 7th Floor, Board Room, KMA Centre, Upper Hill Nairobi Kenya.
- 1.9 NCIC is a Corruption free environment. Any Pressure, influence attempt should be reported through the address provided above.

- 1.10 Completed tender documents are to be enclosed in plain sealed envelopes marked **NCIC/NT/003/2019-2020 – Disposal of Motor Vehicles**” and be deposited in the Tender Box situated at National Cohesion & Integration Commission HQs, KMA Centre, 6th Floor, Mara Road, Upper Hill, Nairobi or be addressed so as to reach:

The Commission Secretary / CEO,
National Cohesion and Integration Commission,
KMA Centre, 6th Floor, Mara Road, Upper Hill,
P. O. Box 7055 – 00100,
NAIROBI
Email: tenders@cohesion.or.ke

so as to be received on or before Tuesday 23rd June 2020 at 12noon.

Bulky tenders which will not fit into the tender box shall be delivered and received at the reception in 6th Floor.

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 unless where specifically allowed under section 166 of the Public Procurement and Asset Disposal Act, 2015.

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 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) day 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
- 2.4.1 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.
- 2.4.2 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.

2.5 Tender Prices and Currencies

- 2.5.1 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
- 2.5.1 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
- 2.5.2 The Price quoted shall be in Kenya Shillings.

2.6 Tender Deposit

- 2.6.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices.
 - 2.6.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.
 - 2.6.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible as but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.
 - 2.6.4 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.
 - 2.6.5 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.
- 2.7 Validity of Tenders

2.7.1 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.

2.8 Viewing of Tender Items

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

2.9 Sealing and Marking of Tenders

2.9.1 The tenderer shall seal the tender and mark it with the number and name of the tender and **"DO NOT OPEN BEFORE Tuesday, 23rd June 2020 at 12noon.**

2.10 Deadline for Submission of Tenders

2.10.1 Tenders must be received by the Procuring entity at the address specified not later than **Tuesday, 23rd June 2020 at 12noon.**

2.10.1 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.

2.11 Modifications and Withdrawals of Tenders

2.12 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 no later than the deadline for submission of tenders.

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

2.13 Withdrawals and tenders

2.13.1 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

2.14 Opening of Tenders

2.14.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend at Tuesday, 19th November, 2019 at 12noon and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance

2.14.2 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.

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

2.14 Clarification of tenders

2.15.1 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.

2.14.1 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.

2.15 Evaluation and Comparison of Tenders

2.16.1 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.

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

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

2.17 Award Criteria

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

2.16 Notification of Award

2.17.1 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.

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

2.17 Contacting the Procuring entity

2.17.1 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.

2.17.2 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 procurement of services shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever 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	Particulars of appendix to instructions to tenderers
2.1	The invitation is open to all tenderers ; - individuals, sole proprietors, partnerships, companies or any other form.
2.11	<p>The tenderer shall provide a deposit for the vehicles in Bankers cheque drawn in favour of National Cohesion & Integration Commission or alternatively deposit cash in NCIC's bank account indicated below. Bankers cheques and original deposit slips should be submitted along with the tender documents</p> <p>Account Name: National Cohesion & Integration Commission Bank: Kenya Commercial Bank(KCB) Branch: Sarit Centre Account No: 1118919238</p> <p>The tender deposit shall be forfeited:-</p> <p>a) If a tenderer withdraws its tender during the period of tender validity specified Clause 2.65 of the ITT. b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price within 21 days from the date of award of tender.</p>
	<p>Documentary evidence of eligibility. MANDATORY REQUIREMENT (MR) At this stage, the tenderer's submission will either be responsive or nonresponsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further. The contract will be awarded to the person with the highest financial quote/bid as indicated in the Form of Tender.</p>
2.15	Tenders shall remain valid for 90days

SECTION III. SCHEDULE OF ITEMS AND PRICES

Please read the terms and conditions of tender stipulated on section IV before tendering.

Lot No	Item Description	Reserve Prices (Ksh.)	Tender Prices/quotation	Deposit (attach the slip)
1	Toyota Corolla GKA 143X	400,000		
2	Toyota Corolla GKA 144X	300,000		
3	Toyota Prado GKA 035X	1, 000,000		
4	Toyota Prado GKB 699F	900,000		
	Tender Price(Ksh)			

Amount in words:.....

.....

I wish to tender for the above motor vehicle(s) subject to the terms and conditions of tender stipulated overleaf (Section IV)

.....

TENDERER'S NAME & SIGNATURE

.....

DATE

SECTION IV. CONDITIONS OF TENDER

- 4.1 A tenderer will pay a deposit in advance before the closing date of the tender for the item as indicated in the schedule of items and prices.
- 4.2 Tenderers who will be awarded offer for the motor vehicle 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.
- 4.3 Tenderers who will not be awarded contracts will be refunded the deposits paid fourteen (14) days after notification and communication of the contract awards.
- 4.4 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.
- 4.5 The procuring entity will retain confidential reserve prices for the item. Item tendered for below the reserve price will be retained by the procuring entity.

Appendix to conditions of tender

The following information for sale of Motor Vehicles 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	<i>Tenderers will be required to collect the items paid for within fourteen (14) days after making the payment failure to which storage charges of Kshs. 500.00 per day shall be charged</i>
	<i>It shall be the responsibility of the Tenderer to pay the transfer fees and all other charges as levied by the Kenya Revenue Authority.</i>

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. **NCIC/NT/003/2019-2020**

To:.....

The Commission Secretary / CEO,
National Cohesion and Integration Commission,
KMA Centre, 6th Floor, Mara Road, Upper Hill,
P. O. Box 7055 – 00100,
NAIROBI
Email: tenders@cohesion.or.ke

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 tender sum of Kshs..... (tender amount in figures)..... (amount in words] 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 particulars indicated in Part1 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.....
Registration Ref No.....
Location of business premises, i.e. Building.....
Floor No.....Room No.....
Plot No.....Street/Road.....
Postal Address.....Postal Code.....
Tel No..... Fax No.....
E- Mail.....Website.....
Nature of business.....
VAT Certificate Number.....PIN Certificate No.....
Local Authority License No.....Expiry Date.....

NB: Attach copies of Registration Certificate, Trade License, and VAT Registration Certificate. PIN Certificate and Local Authority License.

Maximum Value of business which you can handle at any one time

KShs.....

Name of your main Bankers.....

Branch.....

PART 2 (A) SOLE PROPRIETORS:

My Name in full.....Age.....

Nationality.....ID/Passport No.....Country of

Origin.....

PART 2(B) PARTNERSHIP

Name	Nationality	Citizenship Details	Shares
1.
2.
3.

PART 2(C) REGISTERED COMPANY

State whether Private or Public.....

State the nominal and issued Capital of the Company

Nominal KShs.....Or Other Convertible currency.....

Issued KShs.....Or Other Convertible currency.....

Give Details of all Directors as follows:

Name	Nationality	Citizenship Details	Shares
------	-------------	---------------------	--------

1.....

2.....

3.....

**PART 3 – GIVE DETAILS OF ALL DIRECTORS OF THE COMPANIES YOU
HAVE LISTED ABOVE AS FOLLOWS:-**

1.....

2.....

3.....

DECLARATION

I certify that all the above particulars are true

Name of Applicant (Officer).....

Signature of Applicant.....

Position in the Company/Title.....

Date.....

NB: Please affix rubber stamp or seal

5.3 FORM SD2 SELF DECLARATION FORMS (R 62) REPUBLIC OF KENYA PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert n a m e o f t h e C o m p a n y) who is a Bidder in respect of Tender No. for(insert t e n d e r title/description) for(insert n a m e o f t h e P r o c u r i n g e n t i t y) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert n a m e o f t h e P r o c u r i n g e n t i t y) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

Names.....

Signature.....

Date.....

Bidder's Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the Public Procurement Asset & Disposal Act, 2015

5.4 Tender deposit commitment Declaration Form

Tender No. *NCIC/NT/003/2019-2020*

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

Lot No	Item Description	Deposit (Ksh.)	Bank slip No. /Bankers Cheque and Date
1	Toyota Corolla GKA 143X		
2	Toyota Corolla GKA 144X		
3	Toyota Prado GKA 035X		
4	Toyota Prado GKB 699F		

Authorizing Official

(Name)

.....

(Signature)

-----.

Date

5.5 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

1. 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.....

BETWEENAPPLICANT 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.....of20..... 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 Chief Executive Officer