



# **KENYASEEDCOMPANYLIMITED**

## **NATIONAL OPEN TENDER**

**TENDER REF NO: KSC/NOT/DA/15/2021/22**

**SALE OF USED MOTOR VEHICLES AND OTHER EQUIPMENTS**

**TENDER CLOSING & OPENING DATE: 3<sup>RD</sup> JUNE, 2022 AT 11.00 A.M**

**KENYA SEED COMPANY  
LIMITED P.O, BOX 553  
KITALE  
TEL. 0726 141856, 0722205 144  
[www.kenyaseed.com](http://www.kenyaseed.com)**

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**PROCURING ENTITY: KENYASEEDCOMPANYLIMITED**

**TENDER RRF NUMBER: KSC/NOT/DA/15/2021/22**

**TENDER NAME: SALE OF USED MOTOR VEHICLES AND OTHER EQUIPMENT.**

1. **Kenya Seed Company Ltd** invites sealed tenders from eligible candidates to purchase used motor vehicles and other equipment.
2. Interested eligible candidates may obtain further information at the address provided below. Items will be sold as they are, without any encumbrances.
3. Interested eligible candidates may obtain further information from and inspect the tender documents at **Procurement Department, Kenya Seed Company Limited, Mbegu Plaza, Ground Floor, Kijana Wamalwa Road, Kitale** during normal working hours. (Interested tenderers may inspect the goods to be sold on 24<sup>th</sup> and 25<sup>th</sup> June 2022 from 9.00am to 3.00 PM at the respective locations as indicated in Section II Schedule of Items and Prices).
4. A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kes 1,000.00** in cash or Banker's cheque payable to **Kenya Seed Company Limited** or be accessed from company's website [www.kenyaseed.com](http://www.kenyaseed.com) free of charge. Interested bidders who opt to download the Tender Document shall be required to submit their contact details to [procurement@kenyaseed.co.ke](mailto:procurement@kenyaseed.co.ke) for recording and any further clarification and/or addenda.
5. Tenderers will be required to pay in advance a fundable deposit as indicated in the Appendix to Instructions to tenderers.
6. Completed tenders must be delivered to the address below on or before 3<sup>rd</sup> June 2022. Electronic Tenders will not be permitted.
7. Prices quoted should be net, must be in Kenya Shillings and shall remain valid for the period to be determined by the Procuring Entity from the closing date of the tender.
8. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below (Late tenders will be rejected).
9. Tendering will be conducted under open competitive method (National). Margin of preference not applicable, reservations not allowed and alternative tenders will not be allowed.
10. The location and address of the procuring entity  
**Kenya Seed Company Limited**  
**Mbegu Plaza**  
**P.O, Box**  
**553KITALE**  
**Tel.0726 141 856, 0722 205 144**

## **SECTION I - INSTRUCTIONS TO TENDERERS**

### **1 Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Appendix to instructions to tenderers.
- 1.2 Tenderers shall be under a declaration of in eligibility for corrupt or fraudulent practices
- 1.3 The Procuring Entity's employees, committee members, board members and their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.
- 1.4 A Kenyan tenderer shall provide evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

### **2. Cost of Tendering**

- 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 The Procuring Entity shall allow the tenderer to review the tender document and the goods to be sold free of charge before tendering.

### **3. The Tender Document**

- 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 prices,
  - iv) Conditions of Tender,
  - v) Form of tender,
  - vi) Confidential Business Questionnaire Form,
  - vii) Tender Commitment Declaration Form.
- 2.1 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.

### **4. Clarification of Documents**

- 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.
- 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.
- 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.

## **5. Amendment of Documents**

- 5.1 At any time prior to the deadline for submission of tenders, the Procuring Entity, may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment
- 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.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment in to account in preparing their tenders, the Procuring Entity, at its discretion, may extend the deadline for the submission of tenders.

## **6. Tender Prices and Currencies**

- 6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the item it proposes to purchase under the contract.
- 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.
- 6.3 The Price quoted shall be in Kenya Shillings.

## **7. Tender deposit**

- 7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices, to the Bank account indicated in Section III - Schedule of Items and Prices
- 7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the tender for the item.
- 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.
- 7.4 The successful Tenderer's tender deposit will be credited to his tender price so that it forms part of the amount of the tender and the tenderer will be required to pay the tender price less the deposit security.
- 7.5 The tender **deposit shall** 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 tender price.

## **8 Validity of Tenders**

- 8.1 Tenders shall remain valid for 150 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.
- 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 there to 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.

## **9. Viewing of Tender Items**

- 9.1 Prospective tenders are advised to view the items to be sold before tendering. This will enable them to arrive at the most reasonable and competitive tenders. Tenders are based on "AS WHERE IT IS AND THE

CONDITION IT IS IN” and the conditions of the items are not guaranteed or warranted by the seller.

## **10. Sealing and Marking of Tenders**

10.1 The Tenderer shall deliver the Tender in a single, sealed envelope bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single outer envelope, the Tenderer shall place another sealed envelope containing the list of and prices of the items tendered for and addressed as follows.

- a) Bear the name and address (including telephone number and email) of the Tenderer;
- b) Bear the name and Reference number of the Tender;
- c) Bear the name and address of the Procuring Entity; and
- d) Attach a payment slip or certified banking details from a bank, warranting the deposit payment made for the items tender for.

10.2 If all envelopes are not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender, or failure to contact the tenderer in case of advice on the status of the tender or refund of deposit. Tenders that are misplaced or opened prematurely will not be accepted.

## **11. Deadline for Submission of Tenders**

Tenders must be received by the Procuring Entity at the address specified not later than.... (*day, date and time*).

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 Entityandtendererspreviouslysubjecttothedeadlinewillthereafterbesubjecttothedeadlineasextended.

## **12. Modification of tenders**

- 12.1 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.
- 12.2 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 or email but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 12.3 No tender may be modified after the deadline for submission of tenders

## **13. Withdrawals and tenders**

- 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

## **14. Opening of Tenders**

- 14.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who choose to attend at ..... (*Time, Day and Date*) and in the location specified in the invitation to tender The tenderers or representatives who are present shall sign a register evidencing their attendance.
- 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.
- 14.3 The Procuring Entity will prepare minutes of the tender opening.

## **15 Clarification of tenders**

- 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.
- 15.3 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.

## **16 Evaluation and Comparison of Tenders**

- 16.1 The Procuring Entity will examine the tenders to determine whether they are complete, whether the tenderer has fulfilled the eligibility criteria, 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.
- 16.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:
- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
  - b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- 16.3 The Procuring Entity will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 16.4 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

## **17 Award Criteria**

- 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 tendered price, subject to the reserve price.

## **18 Notification of Intention to enter into a Contract/Notification of Award**

- 18.3 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.
- 18.4 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

## **19. Canvassing/Contacting the Procuring Entity**

- 19.1 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.
- 19.2 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 specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT REFERENCE	1. Eligible Tenderers
1.3	Open to the public except the Procuring Entity's employees, Board members and their Spouses, Children, Parent, Brothers or Sister. Child, Parents, Brother or Sisters of a Spouse. Note the mentioned are not eligible to participate in the tender unless where specifically allowed under section 131 of the Act.
	<b>4. Clarification of Documents</b>
4.1 4.2	The Information will be made available on competing firms is made available on a Written request by tenderer to the Managing Director. (a) Address where to send enquiries is: <b>The Managing Director Kenya Seed Company Ltd P.O. Box 553, KITALE,</b> All enquiries and clarifications should reach the Procuring Entity no later than Seven (7) days prior to deadline for the submission of tenders as prescribed by the company. (b) The Procuring Entity publishes its response at the website <a href="http://www.kenyaseed.com">www.kenyaseed.com</a>
	<b>6. Tender Prices and Currencies</b>
6.1 6.2 6.3	Foreign currency is not allowed (bidders shall quote in Kenyan shillings). The currency of the Tender, the currency of award and the currency of contract payments shall be in Kenya shillings. 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.
	<b>7. Tender deposit</b>
7.1	Tenderers will be required to pay in advance refundable deposit of 20% of the total tender price for each lot. The amount may be used by successful bidders as part of purchase price upon award of tender and allowed to purchase the item.
	<b>8. Validity of Tenders</b>
8.1	Tenders shall remain valid for 150 days after date of tender opening
	<b>10. Sealing and Marking of Tenders</b>
10.1	a). The tenderer shall prepare one original Tender document and a copy (one original and a copy clearly marking each appropriately “Original”, “Copy”), and sealed in outer Envelope bearing the tender name and Reference number of the Tender, addressed to the Managing Director, Kenya seed Co. Ltd and a warning not to open before the time and date for Tender opening date. b). A tender package that cannot fit in the tender box shall be delivered to the Procurement Managers office and recorded that it has been received.
16	<b>EVALUATION AND QUALIFICATION CRITERIA</b> The evaluation will start by examining all tenders to ensure they meet all the eligibility criteria and other mandatory requirements, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further. Bidders should read, understand and comply with the INSTRUCTIONS TO TENDERERS as outlined in SECTION I.
16.1	<b>Mandatory eligibility criteria</b> 1. Submission of Copy of Certificate of Registration/Incorporation for a company and or National ID for Individual applicant. 2. Submission of duly filled and Signed Form of Tender in the Format provided. 3. Submission duly filled and Signed Tender deposit commitment Declaration Form in the format provided. 4. Must duly Complete the Self-Declaration Form – fill and sign the form in the format provided 5. Must Fill the Declaration and Commitment to the Code of Ethics (in the format



	<p>provided)</p> <ol style="list-style-type: none"> <li>6. Must duly fill the schedule of items&amp; prices in the format provided in the tender document</li> <li>7. Bidder Must <b>Deposit</b> cash equivalent to <b>20%</b> of the Quoted Tender Sum of each quoted motor vehicle or equipment to any of the Kenya seed company ltd accounts provided.</li> <li>8. Bidders should have their documents Properly bound, serialized/ paginated in all printed pages including all other attachments from the first page, in the correct sequence and in the format 1,2,3,4... to the last page of the original Tender and Copy of the Tender</li> </ol>
17	<b>17. Award Criteria</b>
	<p>The Procuring Entity will award/ allow purchase the to the successful bidder (s) whose tender has been determined to be substantially responsive and has been determined to <b>BE THE HIGHEST EVALUATED PRICE PER ITEM and</b> subject to the reserve price</p>

## EVALUATION CRITERIA

### MANDATORY REQUIREMENTS

NO	MANDATORY EVALUATION REQUIREMENTS	SUBMITTED YES/NO
1.	Certificate of Registration/Incorporation for a company and or National ID for Individual applicant.	
2.	Duly filled, and Sign the Form of Tender in the Format provided.	
3.	Submit duly filled, Signed and stamped Tender deposit commitment Declaration Form in the format provided.	
4.	Duly Complete the Self-Declaration Form - Sign and Stamp (in the format provided)	
5.	Duly filled Declaration and Commitment to the Code of Ethics form (in the format provided)	
6.	Must duly fill the schedule of items & prices in the format provided in the tender document	
7.	Bidders should have their documents Properly bound, serialized/ paginated in all printed pages including all other attachments from the first page, in the correct sequence and in the format 1,2,3,4... to the last page of the original Tender and Copy of the Tender.	
<b>NOTE:</b> Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.		

### FINANCIAL EVALUATION

1. Confirmation of price schedule filled, signed and stamped/sealed(companies) appropriately
2. Confirmation of 20% deposit of the quoted price per item to any of the procuring entity bank account listed below
3. The Highest evaluated bidder will be recommended for award per line/specified item.

## **SECTION II - SCHEDULE OF ITEMS AND PRICES**

### **A. SCHEDULE OF ITEMS (DESCRIPTION AND LOCATION)**

<b>ITEM NO.</b>	<b>LOT NO</b>	<b>MODEL/MAKE</b>	<b>LOCATION/YARD</b>
1.	KAH 125F	HYSTER FORK LIFT	NAKURU
2.	KBR 598U	SUZUKI JIMNY	KITALE -R&D
3.	KBG 384C	ISUZU D-MAX SINGLE CABIN- PICK-UP	KITALE SEED SHOP
4.	KBB 387S	NISSAN SINGLE CABIN PICK-UP	KITALE -R&D
5.	KAK 287E	MAZDA SINGLE CABIN PICK-UP	KITALE -R&D
6.	KAJ 246W	CASE INTERNATIONAL TRACTOR	KITALE-EDF
7.	KAJ 691W	CASE INTERNATIONAL TRACTOR	KITALE-EDF
8.	KAJ 623W	CASE INTERNATIONAL TRACTOR	KITALE-EDF
9.	KAQ 456Z	SUZUKI JIMMY	KITALE-EDF
10.	KAT 182X,	SUZUKI JIMMY	KITALE-EDF
11.	KAW 395Z	HONDA MOTOR BIKE.	KITALE-EDF
12.	KBG 396C	ISUZU D-MAX DOUBLE CABIN PICK-UP	KITALE-EDF
13.	KAV 508 E	ISUZU D-MAX- SINGLE CABIN PICK-UP	KITALE-EDF
14.	KSU 988	ISUZU DIRECT INJECTION- LORRY	KITALE-EDF
15.	KAY 884V	NISSAN SINGLE CABIN PICK-UP	KITALE-EDF
16.	KAJ 242 W	TRACTORCASE INTERNATIONAL	KITALE-EDF
17.	KBR 597U	SUZUKI JIMNY	KITALE-EDF
18.	KAY 335V	SUZUKI JIMNY	KITALE-EDF
19.	KAT 183X	SUZUKI JIMNY	KITALE-EDF
20.	KAY 886 V	NISSAN PICK UP SINGLE CABIN	KITALE-EDF
21.	KAY 856 V	NISSAN PICK-UP SINGLE CABIN	KITALE-EDF
22.	KAQ 116 M	PEUGEOT 406EL SALOON	KITALE-EDF
23.	KAR 629 E	ISUZU PICK UP SINGLE CABIN VEHICLE	KITALE-BSU
24.	KBG 407 E	NISSAN HARD BODY PICK-UP	KITALE SEED SHOP
25.	KAR 582C	FORK LIFT	KITALE -SDL
26.	KAJ 428S	HYSTER FORK LIFT	KITALE -SDL
27.	KAJ 424S	HYSTER FORK LIFT	KITALE -SDL
28.	KAV 495E	ISUZU DMAX PICKUP	KITALE SEED SHOP
29.	KAR 075L	ISUZU DMAX PICKUP	KITALE SEED SHOP
30.	KBG 380C	ISUZU DMAX PICKUP	KITALE SEED SHOP
31.	KAT 183 X	SUZUKI JIMNY	KITALE – SEED SHOP
32.	KAY 651V	TOYOTA COROLLA	KITALE – SEED SHOP
33.	KAT 406X	TOYOTA COROLLA NZE	KITALE – SEED SHOP
34.	KAY 653V	TOYOTA COROLLA	KITALE – SEED SHOP
35.	KAY 740V	MOTORCYCLE	KITALE – SEED SHOP
36.	KBG 571C	ISUZU D/MAX DOUBLE CABIN	KITALE SEED SHOP
37.	KAR 903H	NISSAN DOUBLE CABIN PICK UP	KITALE QA
38.	KAT 131 X	TOYOTA HILUX SINGLE CABIN	KITALE QA
39.	KAY 573V	MITSUBISHI PAJERO	KITALE – SEED SHOP
40.	KAY 887V-	NISSAN HARD BODY	KITALE -SEED SHOP
41.	KAY 857V	ISUZU NKR TRUCK	KISII BRANCH
42.	KAR 773L	MITSUBISHI CANTER	KISII BRACH
43.	KAQ 538R	MITSUBISHI FC635 CANTER	KISII BRANCH
44.	KAY 858V	ISUZU NQR	KERICHO BRANCH
45.	KBG 406C	NISSAN SINGLE CABIN PICK-UP	KITALE -SEED SHOP
46.	KAQ 253W	SUZUKI JIMNY	KITALE SEED SHOP
47.	KAH 504F	SUBARU	KITALE -SEED SHOP

**B. PRICE SCHEDULE**

ITEM NO.	ITEM DESCRIPTION/ LOT NUMBER	RESERVE PRICE (KSH)	QUOTED PRICE	DEPOSIT (20 % OF QUOTED PRICE)
1.	KAH 125F (SCRAP)	30,000		
2.	KBR 598U	400,000		
3.	KBG 384C	330,000		
4.	KBB 387S	250,000		
5.	KAK 287E	250,000		
6.	KAJ 246W (SCRAP)	20,000		
7.	KAJ 691W	500,000		
8.	KAJ 623W	30,000		
9.	KAQ 456Z	50,000		
10.	KAT 182X,	70,000		
11.	KAW 395Z (SCRAP)	5000		
12.	KBG 396C	400,000		
13.	KAV 508 E	260,000		
14.	KSU 988	350,000		
15.	KAY 884V	350,000		
16.	KAJ 242 W (SCRAP)	20,000		
17.	KBR 597U(SCRAP)	30,000		
18.	KAY 335V	250,000		
19.	KAT 183X	150,000		
20.	KAY 886 V	350,000		
21.	KAY 856 V	400,000		
22.	KAQ 116 M	100,000		
23.	KAR 629 E	270,000		
24.	KBG 407 E	350,000		
25.	KAR 582C (SCRAP)	20,000		
26.	KAJ 428S (SCRAP)	20,000		
27.	KAJ 582S (SCRAP)	20,000		
28.	KAV 495E	325,000		
29.	KAR 075L	300,000		
30.	KBG 380C	350,000		
31.	KAY 651V	340,000		
32.	KAT 406X (SCRAP)	50,000		
33.	KAY 653V	600,000		
34.	KAY 740V	20,000		
35.	KBG 571C	450,000		
36.	KAR 903H	350,000		
37.	KAT 131 X	400,000		
38.	KAY 573V	350,000		
39.	KAY 887V-	400,000		
40.	KAY 857V	450,000		
41.	KAR 773L	500,000		
42.	KAQ 538R	450,000		
43.	KAY 858V	500,000		
44.	KBG 406C	400,000		
45.	KAQ 253W	100,000		
46.	KAH 504F	180,000		
47.	KAT 284X	350,000		

**The Deposit(s) to be made to any of the procuring entity Accounts detailed below**

**1. Name of Account Holder: KENYA SEED COMPANY LTD**

**Name of the Bank: KCB**

**Branch Name: KITALE BRANCH**

**Account Number: A/C NO. 1105122484**

Code SWIFT: KCBLKENX\_\_\_\_\_

BRANCH Code: 01149\_\_\_\_\_

**2. Name of Account Holder: KENYA SEED COMPANY LTD**

**Name of the Bank: ABSA**

**Branch Name: KITALE BRANCH**

**Account Number: 0038202995**

Code SWIF: 03132

BRANCH Code: 132

Banking correspondent (If any) \_\_\_\_\_

Name of Tenderer\_\_\_\_\_

Name of Authorized official\_\_\_\_\_

Signature\_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** Contract will be awarded to the bidder with the highest evaluated price per line-item, and in case of discrepancy between unit price and total cost, the unit price shall prevail.

Bidder's/Tenderer's Signature..... Date .....

Official Stamp (where applicable)

.....

### **SECTION III - CONDITIONS OF TENDER**

- 1.1 A tenderer may tender for each item or each lot and may tender for as many items or lots she/he wishes.
- 1.2 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.
- 1.3 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.
- 1.4 Tenderers who will not be awarded contracts will be refunded the deposits within fourteen (14) days after notification of the communication of the contract awards.
- 1.5 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.
- 1.6 The Procuring Entity will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.

## APPENDIX TO CONDITIONS OF TENDER

The following information 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
1.1	Bidding and award will be per LOT Number /LINE Item
1.2	Bidders must present the original deposit slips to the company's Finance Department and get the official Receipt. The receipt should then be attached to the Bid Response as proof of deposit Payment.
1.4	Deposits shall be refunded to Non-successful Tenderers
1.5	Successful bidders are expected to pay and collect the items within 14 days from the date of notification of award. The storage charge of Kes 1,000.00 per day will be affected after 14 days for up to a maximum of another 14 days after which the procuring entity shall sell the item to the second highest bidder. Failure to pay and collect the awarded items within the 28 days window provided shall lead to forfeiture of the 20% deposit.
1.6	The Procuring Entity Provides <b>reserve</b> prices for all the items. Items tendered for below the reserve price will be retained by the Procuring Entity.
Others.	<ol style="list-style-type: none"><li>1) The bidders are advised to visit and view the items before placing the quote/ submitting tenders. Visiting and viewing is strictly set for <b>24<sup>th</sup> and 25<sup>th</sup> May 2022</b> from <b>9.00AM to 3.00 PM</b> in all locations specified in the schedule of items.</li><li>2) All the relevant duties for the motor vehicle and other equipment have already been paid.</li><li>3) The vehicles will retain the same registration number however it will be the obligation of the bidder to pursue NTSA to be issued with a civilian number plate.</li><li>4) The deposit of 20% of the total tender price for each lot may be used by successful bidders as part of purchase price upon award of tender.</li></ol>

## SECTION IV - STANDARD FORMS

### Note on Standard Forms

The form of tender, the confidential business questionnaire form and the tender deposit commitment and all the provided declaration forms 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/bidder.

## **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 and having examined the items on sale, I/we the undersigned, offer to purchase and collect all the items offered to me/us in conformity with the said tender documents for the sum of Ksh..... (Say Kenya shillings .....)  
[*total tender amount in words and figures*] or such other sums as may be ascertained in accordance with the Schedule of Items and Prices attached here with 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 adhere by the tender price 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 \_\_\_\_\_

\_\_\_\_\_



## **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.

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 License

No.....Expiring date.....

Maximum value of business which you can handle at any one-time Kenya

shillings..... (In words) .....

.....

Name of your Bankers ..... Branch .....

### **Part 2 (a) – Sole Proprietor or Individual**

Your Name in full ..... Age .....

Nationality ..... Country of origin .....

Citizenship details (*ID and or Passport Number*).....

Name.....and signature.....

### **Part 2 (b) Partnership**

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. ....			
2. ....			
3. ....			

[Name, Designation and Signature of Tenders Representative in the Company]

Name .....

Designation.....

Signature and Company stamp or Seal.....

**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. ....			ETC.

[Name, Designation and Signature of Tenders Representative in the Company]

Name .....  
Designation .....  
Signature and Company stamp or Seal.....  
  
Date .....

## TENDER DEPOSIT COMMITMENT DECLARATION FORM

Tender No. .... (As per tender documents)

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

ITEM No. or Lot No.	Item Description	Deposit (Kshs.)	Receipt No. and Date

Authorizing Official \_\_\_\_\_  
(Name)

Designation \_\_\_\_\_

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

**SELF-DECLARATION FORMS**

**FORM SD1**

**SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.**

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

- 1. THAT I am a Kenyan citizen/Company Secretary/Chief Executive/Managing Director/Principal Officer/Director of ..... (Insert name of the Company where applicable) who is a Bidder in respect of **Tender No.** ..... for sale of used motor vehicle and other equipment for Kenya Seed Company Ltd and duly authorized and competent to make this statement.
- 2. THAT the aforesaid Bidder, its Director and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
- 3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....	.....	.....
(Title& Name)	(Signature)	(Date)

Bidder's Official Stamp where applicable.

**FORM SD2**

**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 Kenya do hereby make a statement as follows:-

1. THAT I am a Kenyan citizen/Chief Executive/Managing Director/Principal Officer/Director of..... *(Insert name of the Company where applicable)* who is a Bidder in respect of **Tender No.**..... for..... *(Insert tender title/description)* for Kenya seed company limited 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 Kenya seed company limited 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 kenya seed company limited.
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 here in above is true to the best of my knowledge information and belief.

.....

(Title& Name)

(Signature)

(Date)

Bidder's Official Stamp where applicable

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of (*Name of the Business/ Company/Firm/person*) .....declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....Telephone.....

E-mail.....

Name of the Firm/Company.....Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign..... Date.....

LETTER OF NOTIFICATION OF AWARD

[Letter head paper of the  
Procuring Entity] [Date]

To: [name and address of the Contractor] This is to notify you that your Tender dated [date] for the purchase of the items and at prices listed on the table below is here by accepted by..... (Name of Procuring Entity).

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

OFFERED ITEMS AND PRICES

1	2	4	5	6
Item No.	Description of Item	Total Quantity	Unit price	Offered Price
1				
2				
3				
4				
TOTAL PRICE OF ALL ITEMS				

Authorized Signature: .....  
Name and Title of Signatory: .....  
Name of Procuring Entity.....

## **COPY OF THE LETTER OF NOTIFICATION OF AWARD**

*(To be signed by the  
Purchaser) [Letterhead  
paper of the Procuring  
Entity] [Date]*

To: *[name and address of the Purchaser]*

This is to notify you that your Tender dated *[date]* for the purchase of the items and at prices listed on the table below is hereby accepted by..... *(name of Procuring Entity)*.

Please acknowledge receipt of this letter of notification by signing the attached copy and returning it to us within 14 days of the issue of the notification to signify your acceptance of this award. Your signing the attached copy will constitute a contract between us and yourselves for sale of the said items.

On signature of the copy of the letter of notification, you are required to pay the balance of the tender price within 14 days and collect the items.

In connection with this award, you may contact the Officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

### **OFFERED ITEMS AND PRICES**

1	2	4	5	6
Item No.	Description of Item	Total Quantity	Unit price	Offered Price
1				
2				
3				
4				
TOTAL PRICE OF ALL ITEMS				

Authorized Signature:.....



Name and Title of Signatory:.....

Name of Procuring Entity:.....

***Officer(s) to be contacted***

Name of Officer

Postal Address

Telephone Number

email Address

Physical Address (City, Street, Building, Floor number and room number)

***SIGNED BY THE PURCHASER***

I/we, the undersigned accept the award and will execute the sale of the items as per conditions of the award. We understand that the award will remain cancelled and no deposits will be refunded if we do not:

- a) Return this letter signed within 14 days; or
- b) Pay the balance of the tender amount within fourteen (14) days after notification of the award.

We further understand that if we do not collect the items we have paid for within fourteen (14) days after making the payment, you charge storage charges at rates to be determined by yourselves.

Name of Purchaser

Authorized Signature: \_\_\_\_\_ Date

*Name and Title of Signatory*

NB- THIS FORM IS APPLICABLE UPON AWARD.

**REQUEST FOR REVIEW**

**FORM FOR REVIEW (r.203(1))**

**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..... for .....(Tender description).

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

SIGNED .....(Applicant) Dated on.....day of ...../...20.....

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FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of .....20.....

**SIGNED**

**Board Secretary**

