



NSSF BUILDING, BLOCK A 10<sup>TH</sup> FLOOR, EASTERN WING,  
P.O. BOX 30406-00100 (GPO) NAIROBI'  
Telephone: 310559/341302, Fax 2244064  
Mobile: 0733-521438, 0722-573432, **Email:info@kdb.co.ke,**  
**procurement@kdb.co.ke**

**TENDER DOCUMENT  
FOR  
DISPOSAL OF MOTOR VEHICLES**

**TENDER NO. KDB/D/2021**

**(MAY 2021)**

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**SECTION I INVITATION TO TENDER**  
**TENDER NO. KDB/D/2021**

**DISPOSAL OF MOTOR VEHICLES**

The Kenya Dairy Board invites sealed Tenders from interested individuals and firms for the disposal of the following motor vehicles.

<b>TENDER NO. KDB/D/2021</b>				
<b>DESCRIPTION</b>				
<b>LOT NO.</b>	<b>Model</b>	<b>Year of make</b>	<b>Location</b>	<b>Closing Date</b>
<b>KBL312G</b>	Nissan Single Cab Pickup	2008	Masaba Building-Kisii	20/5/2021
<b>KBN018E</b>	Nissan Single Cab Pickup	2010	County commissioners office -Kericho	20/5/2021

For more details, bidders may view the motor vehicles during normal working hours and download bidding documents free of charge from Kenya Dairy Board website: **[www.kdb.go.ke](http://www.kdb.go.ke)** or **[tenders.go.ke](http://tenders.go.ke)**. and immediately forward their particulars for records and purposes of receiving any further tender clarifications and /or addendums to **[procurement@kdb.co.ke](mailto:procurement@kdb.co.ke)**

All bids should be accompanied by a refundable tender deposit amounting to **KShs. 50,000.00 per lot** to be remitted through **Pay Bill No. 799524** and receipt obtained from accounts office which is mandatory as commitment fee.

Complete Bid Document in a sealed envelope bearing the tender name and Lot number and addressed to:

**The Managing Director  
Kenya Dairy Board  
P. O. Box 30406-0010  
Nairobi, Kenya**

shall be deposited in the tender box provided at Kenya Dairy Board, NSSF Building, Block A Eastern Wing, 10<sup>th</sup> floor, so as to be received on or before **20<sup>th</sup> May, 2021 at 10:00am**. Tenders will be opened immediately thereafter in the presence of bidders or representatives who choose to attend at the KDB Boardroom located at 11<sup>th</sup> floor, NSSF Building Block A, Eastern Wing.

**MANAGING DIRECTOR**

## **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 be under a declaration of ineligibility for corrupt or fraudulent practices.
- 2.1.3 The Board'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.

### **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 Board, 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 Kenya Dairy Board shall allow the tender to review the tender document free of charge before tendering.

### **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 prices
  - (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 Board in writing or by post at the entity's address indicated in the Invitation for tenders. The Board 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 Boards' 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 Kenya Dairy Board not later than 7 days prior to the deadline for submission of tenders.

2.4.3 The Board 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 Board, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Board, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Tender Prices and Currencies**

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract.

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

2.6.3 The Price quoted shall be in Kenya Shillings.

## **2.7 Tender deposit**

2.7.1 The tenderer shall put a deposit for every item tendered for in the amount indicated in the schedule of items and prices to the bank account indicated in section III – Schedule of Items and Prices.

2.7.2 Failure to put the required deposit for any item tendered for will lead to disqualification of the bid for the item.

2.7.3 Unsuccessful Tenderer's tender deposit will be discharged or returned as promptly as possible, but not later than Seven (7) days after the expiration of the period of tender validity prescribed by the procuring entity.

2.7.4 The successful Tenderer's tender deposit will be credited to his bid price so that it forms part of the amount of the bid and the tender will be required to pay the bid price less the deposit security.

2.7.5 The tender deposit 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.

## **2.8 Validity of Tenders**

2.8.1 Tenders shall remain valid for 60 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Kenya Dairy Board, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non- responsive.

2.8.2 In exceptional circumstances, the Board may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender deposit provided under paragraph 2.7 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender deposit. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.9 Viewing of Tender Items**

2.9.1 Prospective bidders are advised to view the 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 warranted by the seller.

## **2.10 Sealing and Marking of Tenders**

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.

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.

## **2.11 Deadline for Submission of Tenders**

Tenders must be deposited in the tender box situated in NSSF Building, Block A 10<sup>th</sup> Floor, Eastern Wing, addressed to;

**The Managing Director  
Kenya Dairy Board  
P.O. Box 30406-00100 (GPO) Nairobi**

**So as to reach her on or before Thursday 20<sup>th</sup> May, 2021 at 10.00am**

2.11.2 The Board 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 Board and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.12 Modifications And Withdrawals Of Tenders**

### **2.12.1 Modification of tenders**

2.12.1.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Board 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 or email but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

### **2.12.2 Withdrawals and tenders**

2.12.2.1 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.8.2

## **2.13 Opening of Tenders.**

2.13.2 The Board will open all tenders in the presence of tenderers' representatives who choose to attend at KDB Boardroom, NSSF Building Block A, 11<sup>th</sup> floor immediately after closing  
The tenderers or representatives who are present shall sign a register evidencing their attendance.

2.13.3 The tenderers' names, tender modifications or withdrawals, tender prices and such other details as the Board, at its discretion, may consider appropriate, will be announced at the opening.

2.13.4 The Board will prepare minutes of the tender opening.

### **2.14 Clarification of tenders**

2.14.2 To assist in the examination, evaluation and comparison of tenders the Board may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.



2.14.3 Any effort by the tenderer to influence the Board in the Board's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.15 Evaluation and Comparison of Tenders.**

2.15.1 The Board 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.

2.15.2 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.

2.15.3 The Board will evaluate and compare the tenders, which have been determined to be substantially responsive.

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

## **2.16 Award Criteria**

2.16.1 The Board 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 reserves price.

## **2.17 Notification of Intention to enter into a contract/Notification of Award**

2.17.1 Prior to the expiration of the period of tender validity, the Board will notify the successful tenderer in writing that its tender has been accepted.

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

## **2.18 Canvassing/Contacting the Board**

2.18.1 No tenderer shall contact the Board on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.18.2 Any effort by a tenderer to influence the Board in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

## Appendix to instruction of tenders.

The following information for Disposal 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.

Instruction to Tenderers Reference	Particular of appendix to instructions to tenderers.
2.7 Tender Validity	Tender Validity is 120 days
2.8 Tender deposit	The tender deposit shall be KShs. 50,000.00 per item/lot
2.11 Deadline for Submission of Tenders	Thursday 20 <sup>th</sup> May, 2021 at 10.00am.
2.15 Evaluation and Comparison of Tenders	<p><b>stage 1:</b> The Following are the Mandatory Requirements</p> <ul style="list-style-type: none"><li>- Duly Completed form of tender,</li><li>- Duly Completed confidential business questionnaire form</li><li>- Duly Completed tender deposit commitment declaration form</li><li>- Tender Deposit Receipt from Kenya Dairy Board's Accounts office.</li><li>-Serialized/paginated and book bound tender document</li></ul> <p>Failure to provide the above will lead to the disqualification of the tenderer.</p> <p><b>2. Stage 2:</b> The Most Competitive Bidder.</p> <ul style="list-style-type: none"><li>- The most competitive bidder for each item will be the bidder who quotes the highest amount subject to reserve prices as necessary.</li></ul>

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

**NB:** See list below, for items/lot numbers and their locations

<b>Item no.</b>	<b>LOT NO.</b>	<b>Model</b>	<b>Year of make</b>	<b>Location</b>
<b>1</b>	<b>KBL312G</b>	Nissan Single Cab Pickup	2008	Masaba Building 2 <sup>nd</sup> floor- Kisii
<b>2</b>	<b>KBN018E</b>	Nissan Single Cab Pickup	2010	County commissioners office -Kericho

### **PRICES**

1	2	3	4	5	6	7
Item No.	Description of item	Unit of Issue	Total Quantity	Unit Price	Total Price	Required Deposit (Kshs.)
1.	KBL312G	Pcs	1			50,000.00
2.	KBN018E	pcs	1			50,000.00

The Deposit(s) have been made to the Account as detailed below (details to be completed by the Procuring Entity).

Name of Account Holder - KENYA DAIRY BOARD  
MPESA Pay Bill No. 799524  
A/C – Tenderers Name

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

Name Authorised Official \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### **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 within 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.
- 4.6 The Board will retain confidential reserve prices for all the items. Items tendered for below the reserve price will be retained by the Board.

## **SECTION V - STANDARD FORMS**

### 5.1 Standard Forms

- a. The form of tender
- b. Schedule of items and prices form.
- c. The confidential business questionnaire form
- d. Tender deposit commitments Declaration Form

These 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.

**5.1 Form of Tender**

Date: \_\_\_\_\_

To.....

.....  
[Name and address of Kenya Dairy Board]

Gentlemen and/or Ladies:

1. Having examined the tender documents including addenda and having examined the items on sale, 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 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.

**SCHEDULE OF ITEMS AND PRICES**

1	2	3	4	5	6	7
Item No.	Description of item	Unit of Issue	Total Quantity	Unit Price	Total Price	Required Deposit (Kshs.)
1.	KBL312G	Pcs	1			50,000.00
2.	KBN018E	pcs	1			50,000.00

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

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 .....

## 5.4 Tender deposit commitments 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/Lot.No.	Description	Deposit KShs.	Receipt No. and Date

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

Designation \_\_\_\_\_

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

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

**5.4 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 the Company Secretary/Chief Executive/Managing Director/Principal  
Officer/Director of.....  
..... (insert name of the Company) who is a Bidder in respect of Tender  
No..... for..... (insert tender title/description)  
for..... (insert name of the Procuring entity) and duly authorized and  
competent to make this statement.
  
2. THAT the aforesaid Bidder, its Directors 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)

.....  
(Signature)

.....  
(Date)

Bidder Official Stamp

**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 name of the Company) who is a Bidder in respect of Tender No..... for.....(insert tender title/description) for.....(insert name of the Procuring entity) 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 name of the Procuring entity) 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 here in above is true to the best of my knowledge information and belief.

\_\_\_\_\_

(Title) (Signature) (Date)

Bidder's Official Stamp