



SALE OF BOARDED MOTOR VEHICLES, MOTOR CYCLE AND FIRE TRUCK AT KENYA AIRPORTS AUTHORITY

TENDER NO. KAA/OT/PRO/1517/2018-2019

MAY, 2019

TENDER NOTICE

The Kenya Airports Authority invites sealed tenders for the following:-

SALE OF MOTOR VEHICLES, MOTOR CYCLE AND FIRE TRUCK WHICH WILL BE SOLD AS-IS-WHERE-IS BASIS

TENDER NO: KAA/OT/PRO/1517/2018-2019

NO	AIRPORTS	ITEM DESCRIPTION	REGISTRATION NUMBERS	LOCATION	RESERVE PRICE
1	KIA	Nissan Tiida Saloon	KAX891C	Kabunde	280,000
2	KIA	Fire Truck Renault R.I.V	GK373	Fire Station	200,000
3	KIA	Nissan Urvan Ambulance	KAW 940Z	Fire Station	310,650
4	KAA HQS	Toyota Hilux D/Cabin	KBB 477S	Parking	600,000
5	KAA HQS	Volkswagen Passat Saloon	KBL 381G	parking	300,000
6	KAA HQS	Volkswagen Jetta Saloon	KAT 177X	parking	70,000
7	MLD	Land rover defender 110	KAJ 787S	Fire Station	150,000
8	MLD	Motor Bike(Yamaha)	KBT 0578N	Fire Station	33,000

Interested eligible firms may obtain further information and tender documents at the Kenya Airports Authority Headquarters at JKIA, 2nd Floor, (Procurement & Logistics office) **from 8.00 am to 5.00 pm** local time, Monday to Friday except lunch time between **1.00 pm and 2.00 pm** and on public holidays.

Tender documents may be purchased at Kenya Airports Authority Headquarters -**Nairobi**, Moi international Airport –**Mombasa**, Eldoret International Airport - **Eldoret** and Kisumu international Airport- **Kisumu** for non-refundable fee of **Kshs 500.00** for each document. Payment will be made

to the cashiers at KAA HQS, MIA, EIA and KIA by cash or Banker's Cheque payable to the Kenya Airports Authority. The applicant or his/her agent will pick tender document at the procurement offices, upon Production of a payment receipt or download the document from Kenya Airports Authority Website (<https://www.kaa.go.ke/corporate/procurement/>) or Public Procurement Information Portal <https://www.ppip.go.ke> and thereafter bidders can forward their company's details to tenders@kaa.go.ke at no cost so that any addendum/clarifications can be send to their email address free of charge.

Duly completed tender documents in plain sealed envelopes with **TENDER NUMBER AND TITLE OF THE TENDER** clearly indicated on the envelope shall be addressed to:-

The Managing Director/CEO
Kenya Airports Authority,
P. O. Box 19001-00501,
NAIROBI.
Email: tenders@kaa.go.ke

and be deposited in the Tender Box located on the 2nd Floor of Kenya Airports Authority Headquarters Building at JKIA , so as to be received on or before **4th June, 2019 at 11.00am** and shall be valid for a period of **120 days** after bid submission. **Late bids shall be rejected.** Opening of bids will take place immediately thereafter at the Conference Room, **5th floor**, KAA HQ's Building in the presence of tenderers/representatives who wish to attend.

Canvassing for the tender by the tenderer or by proxy shall lead to automatic disqualification of their tender.

MANAGING DIRECTOR /CEO

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SECTION I - INVITATION TO TENDER

Tender No: KAA/OT/ PRO/1517/2018-2019

**Tender Name: SALE OF USED MOTOR VEHICLES, TRACTORS
MOTOR CYCLE & FIRE TRUCKS**

- I.1 Kenya Airports Authority invites sealed tenders from eligible candidates to purchase Motor vehicles, Motor Cycle & Fire truck.
- I.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Kenya Airports Authority Headquarters Building located at Jomo Kenyatta International Airport or Moi International Airport or Kisumu International Airport or Eldoret International Airport Procurement department between 8 am and 5pm except between 1 pm and 2 pm, weekends / holidays
- I.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of **Kshs 500** in cash or banker's cheque payable to Kenya Airports Authority or download from KAA Website www.kaa.go.ke free of charge.
- I.4 Tenderers will be required to pay in advance a refundable deposit of Kshs **15,000** to KAA HQs Cash office only.
- I.5 Viewing dates- **22th MAY, 2019 to 3rd June, 2019**
- I.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name and deposited in the Tender Box at the 2nd floor of Kenya Airports Authority Headquarters addressed to The Managing Director/CEO Kenya Airports Authority, P.O.Box 19001-00501, **Nairobi** so as to be received on or before **4th June, 2019 at 11 am.**
- I.7 Prices quoted must be in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- I.8 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at Kenya Airports Authority Headquarters in the conference room on the 5th 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 131 of the Act.

2.2 Cost of Tendering

- 2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed **Kshs.500.00** /=
- 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
- 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. Written copies of the Procuring entities response 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 3 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 2 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Amendment of Documents

- 2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment
- 2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing through the e-mail or posted on the KAA website and this will be binding.
- 2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

- 2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract
- 2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non responsive and will be rejected
- 2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Tender deposit

- 2.7.1 The tenderer shall put a deposit of **kshs. 15,000** for every vehicle tendered for in the amount indicated in the 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 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the contract awards
- 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 may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the procuring entity.
 - (b) In the case of a successful tenderer, if the tenderer fails to pay the balance of the bid price.

2.8 Validity of Tenders

- 2.8.1 Tenders shall remain valid for 90 days or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.8.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The 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, in liaison with the procuring entity before they bid for each. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on **AS- IS- WHERE- IS BASIS** and the conditions of the items are not warranted by the seller.

2.10 Sealing and Marking of Tenders

- 2.10.1 The tenderer shall seal the tender and mark it with the number and name of the tender and shall not be opened BEFORE the opening date (**4th June, 2019 at 11.00 am.**)

2.11 Deadline for Submission of Tenders

- 2.11.1. Tenders must be received by the Procuring entity at the address specified not later than **4th June, 2019 at 11.00 am**

2.11.2 The procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5. In which case all rights and obligations of the procuring entity and tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

2.12 Modifications And 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 Procuring entity prior to the deadline prescribed for submission of tenders.

2.12.1.2 A withdrawal notice may also be sent by E-mail but followed by a signed confirmation copy, 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

No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer. Withdrawal of a tender during this interval may result in the tenderer's forfeiture of its tender deposit, pursuant to paragraph 2.7.5

2.13 Opening of Tenders

2.13.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend on **4th June, 2019 at 11.00 am** and in the location specified in the invitation to tender.

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

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

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

2.14 Clarification of tenders

2.14.1 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.

- 2.14.2 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

- 2.15.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether required deposits have been furnished, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.
- 2.15.2 The Procuring entity will evaluate and compare the tenders, which have been determined to be substantially responsive.
- 2.15.3 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.16 Award Criteria

- 2.16.1 The Procuring entity will award the 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.

2.17 Notification of Award

- 2.17.2 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.17.3 Simultaneously the other tenderers shall be notified that their tenders have been unsuccessful.

2.18 Contacting the Procuring entity

- 2.18.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.18.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

Appendix to Instructions to tenderers.

Notes on the appendix to Instructions to Tenderers.

1. The Appendix to Instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clauses in the instructions to tenderers included in Section II and the appendix has to be prepared for each specific tender.
2. The procuring entity should specify in the appendix, information and requirements specific to the circumstances of the procuring entity, the procuring of the tender, the nature of items being sold and the evaluation criteria that will apply to the tender.
3. In preparing the appendix, the following aspects should be taken into consideration:
 - (a) the information that specifies and complements provisions of Section II to be incorporated
 - (b) Amendments and or supplements if any, to provisions of Section II as necessitated by the circumstances of specific items to be also incorporated.
4. Section II should remain unchanged and can only be amended through the appendix.

Appendix to Instructions to tenderers

The following information for sale of boarded motor vehicles, motor cycle & fire truck 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>
2.3.1	The tender document comprises the documents listed below and any addenda issued in accordance with clause 2.5 of instructions to tenderers. Evaluation criteria - mandatory requirement:- <ul style="list-style-type: none">• Schedule of items and price• Form of tender• Confidential Business questionnaire
2.8.1	Tender Validity is 120 days

SECTION III - SCHEDULE OF ITEMS AND PRICES

Failure to complete this schedule may lead to disqualification of the tenderer.

NO.	DESCRIPTION	REGISTRATION	LOCATION	DEPOSIT KSHS	BID PRICE KSHS.
1					
2					
3					
4					
5					

Authorized official _____
Name

Signature

Date

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for one item and may also tender for as many items as he/she wishes.
- 4.2 A tenderer will pay a deposit in advance before the closing date of the tender for each item 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 not later than 14 days from the date of contract award, failure to which the contract will be cancelled and the deposit forfeited and the items to be offered to the second highest bidder
- 4.4 Tenderers who will not be awarded contracts will be refunded the deposits fourteen (14) days after notification of the contract awards.
- 4.5 The procuring entity will disclose reserve prices for all the items. Items tendered for below the reserve price will be retained by the procuring entity. Sale will be subject to reserve price.
- 4.6 All purchased items shall be paid for and collected from respective Kenya Airports Authority premises as per the above 4.3 conditions.
- 4.7 All interested bidders are requested to view the items as per the dates shown above and verify their respective details as these are not warranted by KAA as the items are being offered for sale “ **AS-IS-WHERE-IS**” Basis.

SECTION V - STANDARD FORMS

The form of tender and confidential business questionnaire 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 **90 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

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part I General

Business Name

Location of Business Premises

Plot No, Street/Road

Postal address Tel No. Fax Email

Nature of Business

Registration Certificate No.

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

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.
2.
3.
4.

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.