



# **KenGen**

**KENYA ELECTRICITY GENERATING COMPANY PLC**

**KGN-SALE -01-2023**

**TENDER FOR DISPOSAL OF USED MOTOR VEHICLES  
AT VARIOUS KENGEN STATIONS.**

**(Citizen Contractors)**

Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
NAIROBI.  
Website: [www.kengen.co.ke](http://www.kengen.co.ke)

January, 2023

## INVITATION TO TENDER

PROCURING ENTITY: **Kenya Electricity Generating Company PLC**

CONTRACT NAME AND DESCRIPTION: **TENDER FOR DISPOSAL OF USED MOTOR VEHICLES AT VARIOUS KENGEN STATIONS**

*KenGen PLC* invites sealed tenders from **eligible candidates to purchase Used Motor Vehicles at Various KenGen Locations.**

Interested eligible candidates may obtain further information at the address provided below. Items will be sold as they are, without any encumbrances.

Interested tenderers may inspect the tender document during office hours at the office of:

General Manager, Supply Chain

Tel: (254) (020) 3666000

Email: [tenders@kengen.co.ke](mailto:tenders@kengen.co.ke)

The document can be viewed and downloaded for free from the website [www.kengen.co.ke](http://www.kengen.co.ke) and/or on E-procurement <https://eprocurement.kengen.co.ke:50001/irj/portal>. Tenderers who download the tender document must forward their particulars immediately to ([tenders@kengen.co.ke](mailto:tenders@kengen.co.ke), 0711036000 and P.O.BOX 47936-00100 postal address) to facilitate any further clarification or addendum

Bidders who are unable to download the tender documents from the website may collect them from any KenGen Supply Chain Office upon payment of a non-refundable fee of **KShs.1,000.00** paid via Mpesa, pay bill no. **400200 and account no. 01120069076000**, then share the MPesa message to KenGen Finance office staff for receipt and issuance of official receipt or through a banker's cheque and payable to the address given below or Any KenGen Finance Office.

Tenderers will be required to **pay in advance a fundable deposit** as indicated in the Appendix to Instructions to tenderers.

**There shall be mandatory site visit at Various KenGen locations on the date and time as tabulated below;**

Station	Date and time
Upper Tana (Tana Power Station)	08/02/2023 starting at 1000hrs to 1230hrs
Eastern Region (Kamburu Transport)	09/02/2023 starting at 1000hrs to 1230hrs
Olkaria Power Station (Transport Workshop)	13/02/2023 starting at 1000hrs to 1230hrs
Western Region (Muhoroni Power Station)	15/02/2023 starting at 1000hrs to 1230hrs
Western Region (Sundu Miriu Power Station)	16/02/2023 starting at 1000hrs to 1230hrs
Kipevu Power Station (Kipevu 1 Power Station)	21/02/2023 starting at 1000hrs to 1230hrs

The original and one copy of the the Tender Document *MUST* be submitted in a plain sealed envelope and clearly marked **“KGN-SALE-01-2023- TENDER FOR DISPOSAL OF USED MOTOR VEHICLES AT VARIOUS KENGEN STATIONS”** And addressed to:

General Manager Supply Chain,  
Kenya Electricity Generating Company PLC,  
9<sup>th</sup> Floor, KenGen Pension Plaza II,  
Kolobot Road, Parklands,  
P.O. Box 47936, 00100  
NAIROBI.

Note: The tender documents should be dropped in the tender box located on Ground Floor at KenGen, RBS building. Bids that cannot fit in the tender box should be submitted to the General Manager, Supply Chain's office located on 9<sup>th</sup> Floor, KenGen, RBS on or before: **1<sup>st</sup> March 2023 at 10.00 a.m.**

Electronic Tenders [**will not**] be permitted.

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.

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.

Tenders received after the submission date as specified in clause 11.0 will be rejected.

1. The addresses referred to above are:

**A. Address for obtaining further information and for purchasing tender documents**

General Manager, Supply Chain  
Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
9<sup>th</sup> Floor

**B. Address for Submission of Tenders.**

General Manager, Supply Chain  
Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
9<sup>th</sup> Floor

**C. Address for Opening of Tenders.**

General Manager Supply Chain  
Kenya Electricity Generating Company PLC  
Stima Plaza Phase III, Kolobot Road, Parklands  
P.O. BOX 47936-00100  
6<sup>th</sup> Floor

**KenGen adheres to high standards of integrity in its business operations.  
Report any unethical behavior immediately to any of the provided anonymous hotline service.**

- 1) Call Toll Free: 0800722626;
- 2) Free-Fax: 00800 007788;
- 3) Email: [kengen@tip-offs.com](mailto:kengen@tip-offs.com)
- 4) Website: [www.tip-offs.com](http://www.tip-offs.com)

**GENERAL MANAGER, SUPPLY CHAIN**

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

### **1.0. 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, board members and their Spouses, Children, Parents, Brothers or Sisters 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 their tax obligations by producing a valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority

### **2.0. 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.

### **3.0. 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.
- 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 beat the tenderer's risk and may result in the rejection of its tender.

### **4.0. 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.

### **5.0. 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.

## **6.0. 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 US Dollars.

## **7.0. 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 tender 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.

## **8.0. Validity of Tenders**

- 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 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.

## **9.0. Viewing of Tender Items**

- 10.1 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.

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

- 11.1 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.
- 11.2 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.

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

- 11.1. Tenders must be received by the Procuring Entity at the address specified not later than **1<sup>st</sup> March 2023 at 10.00 a.m.**

- 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.

## **12.0. 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

## **13.0. 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

## **14.0. Opening of Tenders**

- 15.1 The Procuring Entity will open all tenders in the presence of tenderers' representatives who



choose to attend at **10.30 a.m. on 1<sup>st</sup> March 2023** and in the location specified in the invitation to tender. The tenderers or representatives who are present shall sign a register evidencing their attendance.

15.2 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.

#### **15.0. 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.

15.2 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.

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

17.1 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.

17.2. 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.

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

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

#### **17.0. Award Criteria**

18.1 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.

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

18.1 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.

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

#### **19.0. 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.



## TENDER DATA SHEETS

Instructions to Tenderers Reference	Particulars of appendix to Instructions to tenderers														
Eligibility	This tender is open <b>Citizen Contractors</b>														
Clarification	Clarification to the tender shall be responded to for request received no later than 7 days to the tender closing date. Bidders' queries must be sent through email to <a href="mailto:tenders@kengen.co.ke">tenders@kengen.co.ke</a> ; <a href="mailto:airegi@kengen.co.ke">airegi@kengen.co.ke</a>														
Award criteria	The award price shall be the highest evaluated tender price.														
Tender Validity	Tender is valid for 126 days.														
Tender closing date	<b>1<sup>st</sup> March 2023 at 10.00 a.m.</b>														
Tender Deposit:	<p>The prospective bidder shall provide a tender deposit as per the table below: Bidders must pay through cash Or Bankers' cheque at any KenGen pay office and receipt attached to the Tender Document</p> <p><b>NB: Please do not attach a cheque on the tender document Personal cheques not accepted</b></p>														
Tender prices	Prices indicated in the tender price schedule shall include all cost including taxes, insurance														
Tender Currencies	Price shall be in Kenya Shillings (KES)														
Tender eligibility and qualifications	Proof of eligibility, qualification documents of evidence (see evaluation criteria)														
Tender Deposit refund:	<b>Tender Deposit refund:</b> The unsuccessful tenderers' deposit will be refunded within seven (7) days after the expiration of the period of tender validity period prescribed in the tender document, while the winning tenderers' deposit shall be refunded after collection of the lot(s) awarded.														
Site visit/ Pre- Bid Meeting	<p><b>There shall be mandatory site visit at Various KenGen locations on the date and time as tabulated below;</b></p> <table border="1"> <thead> <tr> <th>Station</th><th>Date and time</th></tr> </thead> <tbody> <tr> <td>Upper Tana (Tana Power Station)</td><td>08/02/2023 starting at 1000hrs to 1230hrs</td></tr> <tr> <td>Eastern Region (Kamburu Transport)</td><td>09/02/2023 starting at 1000hrs to 1230hrs</td></tr> <tr> <td>Olkaria Power Station (Transport Workshop)</td><td>13/02/2023 starting at 1000hrs to 1230hrs</td></tr> <tr> <td>Western Region (Muhoroni Power Station)</td><td>15/02/2023 starting at 1000hrs to 1230hrs</td></tr> <tr> <td>Western Region (Sondur Miriu Power Station)</td><td>16/02/2023 starting at 1000hrs to 1230hrs</td></tr> <tr> <td>Kipevu Power Station (Kipevu 1 Power Station)</td><td>21/02/2023 starting at 1000hrs to 1230hrs</td></tr> </tbody> </table>	Station	Date and time	Upper Tana (Tana Power Station)	08/02/2023 starting at 1000hrs to 1230hrs	Eastern Region (Kamburu Transport)	09/02/2023 starting at 1000hrs to 1230hrs	Olkaria Power Station (Transport Workshop)	13/02/2023 starting at 1000hrs to 1230hrs	Western Region (Muhoroni Power Station)	15/02/2023 starting at 1000hrs to 1230hrs	Western Region (Sondur Miriu Power Station)	16/02/2023 starting at 1000hrs to 1230hrs	Kipevu Power Station (Kipevu 1 Power Station)	21/02/2023 starting at 1000hrs to 1230hrs
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Kipevu Power Station (Kipevu 1 Power Station)	21/02/2023 starting at 1000hrs to 1230hrs														
Payments	<b>Payment:</b> Payment shall be made by KenGen after collection of the materials, submission of the invoice and destruction certificate														
Sealing and Marking of tender	Tender documents must be submitted in a plain sealed envelope and marked <b>"KGN-SALE-01-2023-TENDER FOR DISPOSAL OF USED MOTORVEHICLE AT VARIOUS KENGEN LOCATIONS"</b>														
Reserve Price	<b>Reserve Price:</b> Sale is subject to reserve price indicated in the tender document where applicable.														
Tender Validity	Tender validity duration 126 days from the date of opening														

Deadline and Submission of Tender	<p>The tender documents should be dropped in the tender box located on Ground Floor at KenGen, RBS building. Bids that cannot fit in the tender box should be submitted to the <b>General Manager Supply Chain</b> office located on <b>Ninth floor RBS building</b> before submission deadline.</p> <p>Tender closing date and Time Date at Time: <b>1<sup>st</sup> March 2023 at 10.00 a.m.</b></p> <p>Opening date and Time Date at Time: <b>1<sup>st</sup> March 2023 at 10.30 a.m.</b></p>
Preliminary Examination	<p>Tender sum as submitted and read out during tender opening is absolute and shall not be subject to correction, adjustment or amendment on any way Sec.82 of PPADA 2015, Subject to section 79(2)(b) of the Act. Any error 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 substances of the tender and shall lead to disqualification of the tender as non-responsive.</p>
Due Diligence	<p>KenGen may at its own discretion conduct due diligence on the eligible bidders to establish their ability to perform the contract before award of the contract.</p>
Transport	<p>Bidders are expected to arrange for their own transport as majority of these areas are not served by reliable public transport.</p>

## STAGE 1: MANDATORY PRELIMINARY REQUIREMENTS

The following mandatory preliminary requirements must be met notwithstanding other requirements in the tender document:

### **STAGE I: MANDATORY PRELIMINARY REQUIREMENTS**

The following mandatory preliminary requirements must be met notwithstanding other requirements in the tender document:

No	Requirements
MR 1	Must attend site visit and sign the site visit attendance register
MR 2	Duly filled and signed /stamped tender form
MR 3	Confidential Business Questionnaire dully filled, signed & stamped
MR 4	The Tender <b>MUST</b> be submitted be in the required format and serialized on each page of the bid submitted, <b>Sec.74.1.i. of the PPADA, 2015.</b>
MR 5	The prospective bidder shall pay a tender deposit of an amount indicated against vehicle bidded for as per schedule of items and prices.  <i>Bidders must pay through cash Or Bankers' cheque at any KenGen Pay office and obtain a receipt. A copy of the receipt <b>must</b> be attached on tender document (Personal cheques not accepted)</i>
MR 6	Duly filled and signed /stamped Addendum(s)/clarification(s) issued must be attached (where Applicable)
MR 7	The tender has been dully signed by the person lawfully authorized to do so.
MR 8	The Tenderer shall prepare <b>two copies of the tender</b> , clearly marking each <b>“ORIGINAL TENDER”</b> and <b>“COPY OF TENDER,”</b> as appropriate.
MR 9	Dully filled signed / stamped Self Declaration form that the tenderer is not debarred in the matter of PPADA 2015
MR 10	Dully filled signed /stamped Self Declaration form that the tenderer will not engage in any corrupt or Fraudulent Practice.
MR 11	Duly signed/stamped <b>tender deposit commitment</b> declaration form

Bidder must comply with all the above requirements to proceed to the second stage of financial evaluation on capacity to deliver the contract.

#### **Financial evaluation**

- Comparison to price quoted.
- **The highest evaluated bidder for each vehicle will be awarded subject to having met reserve price.**
- Tender sum as submitted and read out during tender opening is absolute and final and shall not be subject to correction, adjustment or amendment in any way or by any person or entity

## SECTION II - SCHEDULE OF ITEMS AND PRICES

Lot No	Reg. No.	Make	Type	Location	Tender Deposit (Kshs)	Reserve price (Kshs)
1	KAW488Z	Daihatsu Terios	Station Wagon	Tana Power Station	30,000.00	90,000.00
2	KAU410J	Mitsubishi Pajero	Station Wagon	Kamburu Transport	30,000.00	140,000.00
3	KAV486E	Nissan	J46	Kamburu Transport	50,000.00	250,000.00
4	KAV489E	Nissan	J46	Kamburu Transport	50,000.00	250,000.00
5	KAE019F	Toyota Hiace	Micro van	Kamburu Transport	15,000.00	50,000.00
6	KAY082V	Toyota	HZJ79	Olkaria	50,000.00	250,000.00
7	KAY936A	Pajero	V31	Olkaria	50,000.00	250,000.00
8	KBR755U	Isuzu	NQR66	Olkaria	50,000.00	800,000.00
9	KAV490E	Nissan UD	Bus	Olkaria	50,000.00	500,000.00
10	KAR722L	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	250,000.00
11	KAV466E	Ford Ranger	Double cab	Olkaria	30,000.00	180,000.00
12	KAV468E	Ford Ranger	Single cab	Olkaria	30,000.00	180,000.00
14	KBD171G	Mitsubishi Pajero	Pajero	Sondu Miriu	50,000.00	280,000.00
15	KBD 250P	Toyota	KUN25D/CABIN	Sondu Miriu	50,000.00	500,000.00
16	KAV 388E	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	568,000.00
17	KAV 389E	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	600,000.00
18	KAV 469E	Ford Ranger	Station Wagon	Olkaria	50,000.00	330,000.00
19	KAW 974Z	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	576,000.00
20	KAW 975Z	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	696,000.00
21	KAY 074V	Toyota HZJ80	Pick up Van	Olkaria	50,000.00	592,000.00
22	KAY 299V	Isuzu TFS54	Pick up Van	Olkaria	50,000.00	416,000.00
23	KAY 302V	Isuzu TFS54	Pick up Van	Olkaria	50,000.00	336,000.00
24	KAY 314V	Tata LP13/38	Minibus	Kamburu Transport	50,000.00	450,000.00
25	KBL 135G	Nissan X-Trail	Station Wagon	Kipevu	50,000.00	550,000.00
26	KBL 137G	Nissan X-Trail	Station Wagon	Sondu Miriu	50,000.00	450,000.00
29	KAV411E	Toyota HZJ79	Pick up Van	Muhoroni	50,000.00	385,000.00

### **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/she 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, 14 days after contract award 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.

## SPECIAL CONDITION OF CONTRACT

- 4.1 **Collection**- Collection period begins from the 14th day after the date of letter of award.
- 4.2 **Storage charges** - This will be at the rate of Kshs 500.00 per day/lot effective from the last date allowed for collection.
- 4.3 **Transport**- Bidders are expected to arrange for their own transport as these areas are not served by reliable public transport.
- 4.4 **Payment** ~ Sum total of the bid price must be made before collection of the materials.  
**KenGen shall be indemnified from any liability incidental to vehicle usage after collection.**
- 4.5 **Reserve price** ~ Sale is subject to reserve price indicated in the tender document where applicable
- 4.6 **Tender Deposit** ~ As stipulated in the tender document.
- 4.7 **Transfer of Ownership** – Upon issuance of the disposal certificate and fulfilment of all applicable requirements, KenGen will initiate transfer of ownership in line with NTSA regulations. The cost of transfer shall be borne solely by the buyer.

## SECTION IV - STANDARD FORMS

### Note on Standard Forms

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.



## 1. FORM OF TENDER

Date: .....

Tender No.KGN-SALE-01-2023

To: Kenya Electricity Generating Company PLC  
Ground Floor, KenGen Pension Plaza 2,  
Kolobot Road, Parklands  
P O Box 47936 - 00100  
NAIROBI, KENYA

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 [126 ] 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

Lot No	Reg. No.	Make	Type	Location	Tender Deposit (Kshs)	Reserve price (Kshs)	Bid Price (Kshs)
1	KAW488Z	Daihatsu Terios	Station Wagon	Tana Power Station	30,000.00	90,000.00	
2	KAU410J	Mitsubishi Pajero	Station Wagon	Kamburu Transport	30,000.00	140,000.00	
3	KAV486E	Nissan	J46	Kamburu Transport	50,000.00	250,000.00	
4	KAV489E	Nissan	J46	Kamburu Transport	50,000.00	250,000.00	
5	KAE019F	Toyota Hiace	Micro van	Kamburu Transport	15,000.00	50,000.00	
6	KAY082V	Toyota	HZJ79	Olkaria	50,000.00	250,000.00	
7	KAY936A	Pajero	V31	Olkaria	50,000.00	250,000.00	
8	KBR755U	Isuzu	NQR66	Olkaria	50,000.00	800,000.00	
9	KAV490E	Nissan UD	Bus	Olkaria	50,000.00	500,000.00	

10	KAR722L	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	250,000.00	
11	KAV466E	Ford Ranger	Double cab	Olkaria	30,000.00	180,000.00	
12	KAV468E	Ford Ranger	Single cab	Olkaria	30,000.00	180,000.00	
14	KBD171G	Mitsubishi Pajero	Pajero	Sondu Miriu	50,000.00	280,000.00	
15	KBD 250P	Toyota	KUN25D/CABIN	Sondu Miriu	50,000.00	500,000.00	
16	KAV 388E	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	568,000.00	
17	KAV 389E	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	600,000.00	
18	KAV 469E	Ford Ranger	Station Wagon	Olkaria	50,000.00	330,000.00	
19	KAW 974Z	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	576,000.00	
20	KAW 975Z	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	696,000.00	
21	KAY 074V	Toyota HZJ80	Pick up Van	Olkaria	50,000.00	592,000.00	
22	KAY 299V	Isuzu TFS54	Pick up Van	Olkaria	50,000.00	416,000.00	
23	KAY 302V	Isuzu TFS54	Pick up Van	Olkaria	50,000.00	336,000.00	
24	KAY 314V	Tata LP13/38	Mini Bus	Kamburu Transport	50,000.00	450,000.00	
25	KBL 135G	Nissan X-Trail	Station Wagon	Kipevu	50,000.00	550,000.00	
26	KBL 137G	Nissan X-Trail	Station Wagon	Sondu Miriu	50,000.00	450,000.00	
29	KAV411E	Toyota HZJ79	Pick up Van	Muhoron i	50,000.00	385,000.00	

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

Duly authorized to sign tender for and on behalf of \_\_\_\_\_

## 2. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) whichever applies to your type of business.

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

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

USD..... (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.....

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 USD.....

Issued USD.....

Given details of all directors as follows:

**Name Nationality Citizenship Details Shares**

- 1. ....
- 2. ....
- 3. ....
- 4. ....
- 5. ....

ETC.

**Part 2 (d) Tenders Representative in the Company**

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

Name .....

Designation .....

Signature and Company stamp or Seal.....

Date .....

### 3. TENDER DEPOSIT COMMITMENT DECLARATION FORM

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

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

Lot No	Reg. No.	Make	Type	Location	Tender Deposit (Kshs)	Receipt No. and Date
1	KAW488Z	Daihatsu Terios	Station Wagon	Tana Power Station	30,000.00	
2	KAU410J	Mitsubishi Pajero	Station Wagon	Kamburu Transport	30,000.00	
3	KAV486E	Nissan	J46	Kamburu Transport	50,000.00	
4	KAV489E	Nissan	J46	Kamburu Transport	50,000.00	
5	KAE019F	Toyota Hiace	Micro van	Kamburu Transport	15,000.00	
6	KAY082V	Toyota	HZJ79	Olkaria	50,000.00	
7	KAY936A	Pajero	V31	Olkaria	50,000.00	
8	KBR755U	Isuzu	NQR66	Olkaria	50,000.00	
9	KAV490E	Nissan UD	Bus	Olkaria	50,000.00	
10	KAR722L	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	
11	KAV466E	Ford Ranger	Double cab	Olkaria	30,000.00	
12	KAV468E	Ford Ranger	Single cab	Olkaria	30,000.00	
14	KBD171G	Mitsubishi Pajero	Pajero	Sondu Miriu	50,000.00	
15	KBD 250P	Toyota	KUN25D/CABIN	Sondu Miriu	50,000.00	
16	KAV 388E	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	
17	KAV 389E	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	
18	KAV 469E	Ford Ranger	Station Wagon	Olkaria	50,000.00	
19	KAW 974Z	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	
20	KAW 975Z	Toyota HZJ79	Station Wagon	Olkaria	50,000.00	
21	KAY 074V	Toyota HZJ80	Pick up Van	Olkaria	50,000.00	
22	KAY 299V	Isuzu TFS54	Pick up Van	Olkaria	50,000.00	
23	KAY 302V	Isuzu TFS54	Pick up Van	Olkaria	50,000.00	

24	KAY 314V	Tata LP13/38	Mini Bus	Kamburu Transport	50,000.00	
25	KBL 135G	Nissan X-Trail	Station Wagon	Kipevu	50,000.00	
26	KBL 137G	Nissan X-Trail	Station Wagon	Sondu Miriu	50,000.00	
29	KAV411E	Toyota HZJ79	Pick up Van	Muhoroni	50,000.00	

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

Designation \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### 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.

Name .....

Title.....

Signature.....

Date.....

Bidder's Official Stamp.....



## 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 .....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

## 5. DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I ..... (person) on behalf of ***(Name of the Business/ Company/Firm)*** ..... 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.....

## 6. 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 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.....

## 7. 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				
5				
6				
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*

## 8. 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.....

---

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

SIGNED

Board Secretary