



EMBASSY OF THE REPUBLIC OF KENYA  
37 BIRGER JARLSGATAN, 2<sup>ND</sup> FLOOR, STOCKHOLM

TENDER FOR  
DISPOSAL OF BOARDED MOTOR VEHICLES

TENDER NUMBER: KES/DISPOSAL OF BOARDED ASSETS/001/2020/2021

CLOSING DATE: 27<sup>TH</sup> NOVEMBER 2020

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## **INTRODUCTION**

The Embassy of the Republic of Kenya in Stockholm invites bids from eligible candidates for the purchase of a used Mercedes Benz S350 and a used Chrysler Voyager details of which are indicated in the schedule of items

## SECTION 1: INVITATION TO TENDER

Date: 28<sup>th</sup> October 2020

Tender Ref No. KES/DISPOSAL OF BOARDED ASSETS/001/2020/2021

Tender Name TENDER FOR SALE OF BOARDED MOTOR  
VEHICLES

1. The Embassy of the Republic of Kenya in Stockholm now invites bids from eligible candidates to purchase the following motor vehicles on as-is and where-is basis:

LOT	REGISTRATION NUMBER	TYPE	YEAR OF MANUFACTURE
1	CD010B (FNA339)	Mercedes Benz	2007
2	CD002B (OTT416)	Chrysler Voyager	2008

2. Interested parties may obtain further information by sending an email to the official email address provided in this document.
3. Prospective bidders are expected to download the documents and shall notify the Embassy immediately for record purposes via email [procurement@kenyaembassy.se](mailto:procurement@kenyaembassy.se)
4. Prices quoted should be net, must be in Swedish Krona and shall remain valid for 90 days from the closing date of the tender.
5. Bidders are encouraged to view the vehicles prior to submitting their bids and must book an appointment to view the vehicles by sending an email to [procurement@kenyaembassy.se](mailto:procurement@kenyaembassy.se) On viewing, bidders are expected to sign the Viewing Register.
6. Completed tender documents should be sent by email [procurement@kenyaembassy.se](mailto:procurement@kenyaembassy.se) in PDF format so as to be received on or before 27<sup>th</sup> November, 2020 at 12 noon.
7. Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at the Kenya Embassy Conference Room on the 2<sup>nd</sup> floor of 37 Birger Jarlsgatan.

The Ambassador

Embassy of the Republic of Kenya, Stockholm

## 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 Embassy's employees and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed under section 166 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 Embassy, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 There shall not be a charge for the tender document.

### **2.3 The Tender Document**

- 2.3.1 The tender document comprises the documents listed below, and any addenda issued in accordance with clause 2.5 of these instructions to tenderers.
  - (i) Invitation to tender
  - (ii) Instructions to tenderers
  - (iii) Schedule of items and price
  - (iv) Conditions of Tender
  - (v) Form of tender
  - (vi) Confidential Business questionnaire Form
  - (vii) Tender Commitment Declaration Form
- 2.3.2 The tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to meet all the requirements of the tender will be at the tenderer's risk and may result in the rejection of its tender.

## **2.4. Clarification of Documents**

- 2.4.1 A prospective tenderer requiring any clarification of the tender document may notify the Embassy in writing through the e-mail address indicated in the Invitation for tenders. The Embassy will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Embassy. Written copies of the Embassy's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have downloaded the tender document.
- 2.4.2 Clarification of tenders shall be requested by the tenderer to be received by the Embassy not later than 7 days prior to the deadline for submission of tenders.
- 2.4.3 The Embassy 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 Embassy, 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 downloaded the tender documents will be notified of the amendment in writing by email 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 Embassy, 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 Swedish Krona.

## **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.
- 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 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 Embassy, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Embassy as non-responsive.
- 2.8.2 In exceptional circumstances, the Embassy 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, stores/equipment in liaison with the Embassy before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS WHERE IS CONDITION 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 email the tender in **PDF format** with the title indicating the number and name of the tender and **“DO NOT OPEN BEFORE 27<sup>th</sup> November 2020 at 12 noon.**

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

- 2.11.1 Tenders must be received by the Embassy at the email address specified not later than **27<sup>th</sup> November 2020 at 12 noon.**
- 2.11.2 The Embassy 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 Embassy 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 2.10.1.
- 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 2.7.5

## **2.13 Opening of Tenders**

- 2.13.1 The Embassy will open all tenders in the presence of tenderers' representatives who choose to attend at **12 noon on 27<sup>th</sup> November 2020** and in the location specified in the invitation to tender. The Members of the Tender Opening

Committee and 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 Embassy, at its discretion, may consider appropriate, will be announced at the opening.

2.13.3 The Embassy 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 Embassy may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing through email, 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 Embassy 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 Embassy 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 Embassy.

2.15.2 The Embassy 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 of tender Criteria**

2.16.1 The Embassy 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**

2.17.1 Prior to the expiration of the period of tender validity, the Embassy 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 Contacting the Procuring entity**

2.18.1 No tenderer shall contact the Embassy 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 Embassy in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the tenderer's tender.

## Appendix to Instructions to tenderers.

The following information for sale of boarded stores and equipment 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	Particulars of appendix to Instructions to tenderers
2.1.1	This Invitation for Tenders is open to all tenderers be they individuals, sole proprietors, partnerships, companies or any other form
2.2.2	There will be no price charged for this electronic tender document
2.4.1	Bidders who have downloaded the document shall notify the Embassy on <a href="mailto:procurement@kenyaembassy.se">procurement@kenyaembassy.se</a> for record purposes and should the need for clarification arise
2.7.1	The tender deposit shall be 10% of the price tendered for each item to the following account:  Account Name: <b>Kenya Embassy Stockholm</b>  Bank: <b>Nordea Bank</b>  Plus Giro: <b>663966-0</b>
2.8.1	Tenders shall remain valid for 90days
2.11	Tenders must be sent by email in <b>PDF format</b> to <a href="mailto:procurement@kenyaembassy.se">procurement@kenyaembassy.se</a> No physical tenders will be accepted.
Others	Items will only be handed over to the winning tenderer on completion of payment of the award amount

### SECTION III: SCHEDULE OF TERMS AND PRICES

ITEM No. Or LOT No.	Item Description	Unit of Issue	Total Quantity	Total Tender Price SEK.	Required Deposit SEK. (10% of Tender Price)
1	Mercedes Benz CD010B (FNA339)	No	1		
2	Chrysler Voyager CD002B (OTT416)	No	1		

Authorized official Bidder

\_\_\_\_\_  
Name

\_\_\_\_\_  
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 as indicated in the appendix to Conditions of tender.
- 4.6 The Embassy 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 for sale of boarded stores and equipment 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	<i>Particulars of the appendix to Conditions of tender</i>
4.5	Tenderers will be required to collect the items paid for within fourteen (14) days after making the payment failure to which storage charges of SEK. 300 per day shall be charged
Others	It shall be the responsibility of the Tenderer to pay the transfer fees and all other charges as levied by the Swedish Tax Agency, <i>Skatteverket</i> .

## SECTION V: STANDARD FORMS

### Notes 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.



## 5.1 Form of Tender

Date.....

Tender No. **KES/DISPOSAL OF BOARDED ASSETS/001/2020/2021**

To: Embassy of the Republic of Kenya

37 Birger Jarlsgatan, 2<sup>nd</sup> Floor, Stockholm

Email: [procurement@kenyaembassy.se](mailto:procurement@kenyaembassy.se)

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 .....[*number*] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that you are not bound to accept the highest or any tender that you may receive.

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

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

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

## 5.2 Confidential Business Questionnaire Form

You are requested to give 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

<p>Part 1 – General</p> <p>Business Name .....</p> <p>Location of business Premises .....</p> <p>Plot No. .... Street/Road .....</p> <p>Postal Address ..... Tel No. ....</p> <p>Nature of business .....</p> <p>Current Trade License No. .... Expiring date .....</p> <p>Maximum value of business which you can handle at any one-time SEK .....</p> <p>Name of your bankers ..... Branch .....</p>
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<p>Part 2 (a) – Sole Proprietor</p> <p>Your Name in full ..... Age .....</p> <p>Nationality ..... Country of origin .....</p> <p>* Citizenship details .....</p>																									
<p>Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table> <thead> <tr> <th></th> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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<p>Part 2 (c) – Registered Company</p> <p>Private or Public .....</p> <p>State the nominal and issued capital of company: Nominal SEK .....</p> <p>Issued SEK .....</p> <p>Given details of all directors as follows</p> <table> <thead> <tr> <th></th> <th>Name</th> <th>Nationality</th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	.....	.....	.....	.....	2.	.....	.....	.....	.....	3.	.....	.....	.....	.....	4.	.....	.....	.....	.....
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	1. ....  2. ....  3. ....  4. ....  5. ....
Date .....Seal/Signature of Candidate .....	

## 5.2 Tender deposit commitment Declaration Form

Tender No. **KES/DISPOSAL OF BOARDED ASSETS/001/2020/2021**

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.	Item Description	Deposit SEK.	Receipt No. and Date
1	Mercedes Benz		
2	Chrysler Voyager		

Authorizing Official \_\_\_\_\_  
*(name)* *(signature)*

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

#### 5.4. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

---

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To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No:

Tender Name:

This is to notify that the contract/s stated below under the above-mentioned tender have been awarded to you.

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1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_

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SIGNED FOR ACCOUNTING OFFICER

## 5.5 REQUEST FOR REVIEW FORM

### FORM RB 1

#### REPUBLIC OF KENYA

#### 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...

#### REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical  
address.....Fax No.....Tel. No.....Email ....., hereby request the  
Public Procurement Administrative Review Board to review the whole/part of the  
above mentioned decision on the following grounds , namely:-

1.

2.

etc.

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

1.

2.

etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

#### FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED

Board Secretary