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TENDER DOCUMENT

TENDER FOR

SALE OF BOARDED MOTOR VEHICLES AND BEANS

TENDER REF: SSC/T/DC/10/2018/2019

TENDER CLOSING & OPENING DATE: -16<sup>th</sup> NOVEMBER, 2018

SIMLAW SEED COMPANY LIMITED  
P.O, BOX 40042 - 00100  
NAIROBI  
TEL. 020 2215066, 0722 200 545  
[www.simlaw.co.ke](http://www.simlaw.co.ke)

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## SECTION I

### INVITATION TO TENDER

**TENDER REF. NO.SSC/T/DC/10/2018/2019**

**TENDER NAME: SALE OF BOARDED MOTOR VEHICLES AND BEANS**

- 1.1 Simlaw Seeds Company Limited invites sealed tenders for purchase of boarded motor vehicles and beans “ON AS IS WHERE IS BASIS”

The Boarded items may be viewed between 9.00 a.m. and 3.00 p.m. from Monday to Friday and with prior arrangement with the Factory Engineer, Simlaw Seeds at Baba Dogo Rd Ruaraka.

- 1.2 A complete set of Tender Documents may be obtained from **The Ag. Procurement Officer, Simlaw Seeds Company Ltd, Kijabe Street Office**, P.O. Box 40042-00100, Nairobi. Tel: 020-2215066/7, Mobile: 0722-200545, during normal working hours. Alternatively the Tender document may be downloaded from the **Website: [www.simlaw.co.ke](http://www.simlaw.co.ke)**

- 1.3 Completed tender documents are to be enclosed in plain sealed envelopes marked with the tender reference number and the tender name, addressed to

The General Manager,  
Simlaw Seeds Company Limited,  
P.O. Box 40042 - 00100,  
**NAIROBI**

and be deposited in the TENDER BOX available at the **Simlaw Seeds Office, Reception area, Simlaw Building opposite Universal Church, Kijabe Street, NAIROBI** So as to be received **on or before 16<sup>th</sup> November 2018 at 11.00am**

- 1.4 Tenders will be opened immediately thereafter in the presence of tenderers representatives who choose to attend on the same date and time at Simlaw Seed Company Ltd Boardroom.

- 1.5 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.

Bidders shall bear all costs associated with collection and delivery of purchased items and Simlaw Seed Company will in no case be responsible or liable for those costs.

Ag. Procurement Officer  
**For: General Manager.**

## **SECTION II - INSTRUCTION TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tenders is open to all candidates 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

### **2.2 Cost of Tendering**

2.2.1 The tenderer shall bear all costs associated with the preparation and submission of its tender, and Simlaw Seeds Company Limited, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **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) 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 company in writing or by post at the company's address indicated in the Invitation for tenders. The company 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 company. Written copies of the company's 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.

### **2.5 Amendment of Documents**

2.5.1 At any time prior to the deadline for submission of tenders, the company, 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 company, 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

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 Validity of Tenders**

2.7.1 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 company, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected as non-responsive.

2.7.2 In exceptional circumstances, the company 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. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.8 Viewing of Tender Items**

2.8.1 Prospective bidders are advised to view the items, stores/equipment etc in liaison with the company before they bid for each lot. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on **AS IS WHERE IS CONDITION** and the conditions of the items are not warranted by the seller.

## **2.9 Sealing and Marking of Tenders**

2.9.1 The tenderer shall seal the tender and mark it with the number and name of the tender and **“DO NOT OPEN BEFORE 16<sup>th</sup> NOVEMBER, 2018 AT 11.00 A.M”**.

## **2.10 Deadline for Submission of Tenders**

2.10.1 Tenders must be received by the company at the address specified not later than **16<sup>th</sup> November, 2018 at 11.00 am**

2.10.2 The company 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 company and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **2.11 Modification and Withdrawal of Tenders**

2.11.1 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 company prior to the deadline prescribed for submission of tenders.

2.11.2 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 but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

2.11.4 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 on the Tender Form.

## **2.12 Opening of Tenders**

2.12.1 The company will open all tenders in the presence of tenderers' representatives who choose to attend at the time and in the location specified in the invitation to tender.

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

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

2.12.3 The company will prepare minutes of the tender opening.

## **2.13 Clarification of tenders**

2.13.1 To assist in the examination, evaluation and comparison of tenders the company 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.

2.13.2 Any effort by the tenderer to influence the company in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.14 Evaluation and Comparison of Tenders**

- 2.14.1 The company 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 company and may not subsequently be made substantially responsive by the tenderer by correction of the non-conformity.
- 2.14.2 The company will evaluate and compare the tenders, which have been determined to be substantially responsive.

## **2.15 Award Criteria**

- 2.16.1 The company 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, provided further that the tenderer is determined to be qualified to purchase the items.
- 2.16.2 Where the highest bid priced tender is not awarded the purchase, convincing reasons must be given for each higher bid priced tender that has not been awarded.

## **2.17 Notification of Award**

- 2.17.2 Prior to the expiration of the period of tender validity, the company will notify the successful tenderer in writing that its tender has been accepted.
- 2.17.3 The notification of award will constitute the formation of the Contract subject to the tenderer paying the price of the items.

## **2.18 Contacting Simlaw Seeds Company Employees**

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

## APPENDIX TO INSTRUCTION TO TENDERS

### Instructions to tenderers.

The following information for sale of boarded motor vehicles and Beans 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>
2.1.1	<p><b>ELIGIBLE BIDDER</b></p> <p>This invitation for purchase of boarded motor vehicles and Beans is open to all interested bidders except “Simlaw Seeds Company employees and their spouses who are restricted by the Public Procurement and Asset Disposal Act. Successful bidders shall pay and collect all the awarded items by the specified date in the tender documents.</p> <p><b>AWARD CRITERIA</b></p> <p>All the received tenders shall be examined for completeness and compliance to the stated tender requirement.</p> <p>The Company shall award the sale to the successful highest bidder(s) whose tender has been determined to be substantially responsive.</p> <p>Bidders must attach to their bids a copy of their National Identity cards or their company registration details including contact details (physical address, telephone numbers etc)</p>
2.8.1	<p><b>TENDER VALIDITY</b></p> <p>Tenders will remain valid for 90 days from the date of closing this tender.</p>
2.8.2	<p><b>PAYMENT AND COLLECTION OF AWARDED ITEMS</b></p> <p>Successful tenderers will be required within 7 days from the date of letter of notification of award to pay in cash or bank deposit the total amount payable for awarded items and thereafter collect within fourteen (14) days. Uncollected items after payment will be kept at the owner’s risk and the company will not be responsible for any damage, loss or change of quality and may be sold to other interested buyers without notification.</p>



### SECTION III - SCHEDULE OF ITEMS AND PRICES

#### MOTOR VEHICLES

No	Motor Vehicle make/model	Registration No	Where to View-Location	Minimum reserve price	Bid Price (Kes)
1	PEUGEOT PARTNER	KAQ 601U	Ruaraka - Nairobi	Kes 140,000.00	
2	TOYOTA HILUX PICK UP	KAL 914L	Ruaraka-Nairobi	Kes 180,000.00	

#### OTHERS

No	Item description	Quantity (Kgs)	Where to View-Location	Minimum reserve price	Bid Price per Kg (Kes)	Total bid Price ( kes)
1	Beans – GLP 92	32 tons	Ruaraka - Nairobi	Kes 30 per kg		

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

P.O. BOX..... CITY.....

TEL NO.....

#### **4.0.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 Tenderers who will be awarded contracts will be required to pay for the items within 7 days failure to which the offer will be cancelled and any deposit forfeited.
- 4.3 Tenderers will be required to collect the items they have paid for within fourteen (14) days failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.

**SECTION V - STANDARD FORMS**

**5.1 Form of Tender**

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

Tender No. \_\_\_\_\_

To: The GENERAL MANAGER,  
Simlaw Seeds Company Limited,  
P.O. Box 40042 - 00100,  
NAIROBI

.....

Dear Sir/Madam,

1. Having examined the tender documents including Addenda. Nos. .... 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 ..... 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 ..... 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 \_\_\_\_\_