



TENDER FOR VEHICLE DISPOSAL

BACK GROUND AND CONTEXT

About SOS Children's Villages

SOS Children's Villages Kenya (SOS CV KE) is a locally rooted, independent non-governmental social development organization affiliated to SOS Children's Villages International, working in the spirit of the United Nations Convention on the Rights of the Child. SOS CV Kenya is governed by an independent Board of Trustees, working closely with line Ministries in the Government of the Republic of Kenya and the SOS CV International East Africa Regional Office.

SOS Children's Villages Kenya mission is to build families for children in need, help them shape their future and share in the development of their communities. The Vision of the organization is that "every child belongs to a family and grows with love, respect and security".

Objectives

SOS Children's Villages Kenya (SOS CV KE) is a locally rooted, independent non-governmental social development organization affiliated to SOS Children's Villages International, working in the spirit of the United Nations Convention on the Rights of the Child. SOS CV Kenya is governed by an independent Board of Trustees, working closely with line Ministries in the Government of the Republic of Kenya and the SOS CV International East Africa Regional Office.

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SOS CV KE, Nairobi Location, intends to dispose by way of sale the below vehicles:

| Vehicle Reg. No | TYPE/MODEL | RATING | FUEL | YOM | CHASSIS | RESERVE PRICE (KES) |
|-----------------|-----------------------------------|----------|--------|------|---------------------|---------------------|
| KBB 044A | TOYOTA HILUX DOUBLE CABIN PICK UP | 2,986 CC | DIESEL | 2007 | AHTFK22G703018376 | 600,000 |
| KAH 122Q | MISTUBISHI LIBEDO-SALOON | 1,468 CC | PETROL | 1996 | CLNCB2WSU-00283 | 75,000 |
| KAM 817J | MISTUBISHI-L400 MINI VAN | 1,997 CC | PETROL | 2000 | JMYHZPCS-WXA-OOO224 | 175,000 |

2. GENERAL CONDITIONS OF TENDER

SOS CV KENYA invites offers for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. SOS CV KENYA reserves the right to vary the quantity of work/materials specified in the Tender Package without

any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1 Unethical Behavior & Other Grounds for Exclusion:

SOS CV KENYA demands ethical conduct from our potential suppliers in the procurement process. The following practices are intolerable and bidders proven to be involved with such activities will have their bids rejected and any existing contracts terminated.

- **Bribery and Kickbacks** : This includes any request from any SOS CV KENYA employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any offer from any company or individual to provide anything of value to any SOS CV KENYA employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- **Collusion**: This includes the active or tacit co-ordination of potential contractors' competitive behavior, with the likely result that prices rise, output is restricted and the profits of the *colluding* companies are higher than they would otherwise be (e.g. price fixing agreements).
- **Coercive practice**: This includes threats or harm of persons made in order to influence procurement processes.
- **Fraud**: This includes the use or presentation of false, incorrect or deliberately incomplete statements and documents. It can also mean the misapplication of funds for purposes other than those for which they were originally intended
- **Conflicts of interests in the awarding or management of contracts** : If a company is owned by, whether directly or indirectly, in whole or in part, any SOS CV KENYA employee or any person who is related to an SOS CV KENYA employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.

2.2. Social Consideration

SOS CV KENYA is a social development organization. We base our conduct on ethical standards and take into account the social effects of our conduct. SOS CV KENYA will at all-time act in a socially responsible manner when it comes to procuring goods or services. We make a contribution to local development of the communities where we work by procuring locally as much as possible. We promote fair trade, and proper, legal conduct in the market place.

We require that our supply chain does not use exploitative child labor (as defined in the ILO conventions nos. 138, 182) and forced labor (ILO conventions nos. 29, 105) and is in compliance with basic social rights and working conditions (ILO core labor standards).

We require that potential contractors comply with Social Accountability Standard SA8000. This standard is based on international workplace norms in the ILO conventions and the UN's Universal Declaration of Human Rights and the Convention on the Rights of the Child. In ensuring that our suppliers adhere to these standards we make an active contribution to an equitable social development and the enforcement of basic Human Rights.

2.3 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission.
- No respondent should add, omit or change any item, term or condition herein.

- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of [180 days] from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to SOS CV KENYA in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases SOS CV KENYA may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by SOS CV KENYA or its designated representative.
- This Tender does not obligate SOS CV KENYA to execute a contract nor does it commit SOS CV KENYA to pay any costs incurred in the preparation and submission of bids. Furthermore, SOS CV KENYA reserves the right to reject any and all offers, if such action is considered to be in the best interest of SOS CV KENYA.

2.4 Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if:

- They are bankrupt, being wound up, having their affairs administered by the courts, having entered into an arrangement with creditors, having suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- They have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*;
- They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- They have not fulfilled obligations relating to the payment of taxes and other statutory contributions in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- They have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- Found to be in serious breach of contract in previous contracts with SOS or its partners.

Additional specific eligibility criteria, if applicable, are stated in this tender package under evaluation summary.

2.5 Acceptance of Successful Response

Documentation submitted by offerors will be verified by SOS CV KENYA. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

3 INSTRUCTIONS TO BIDDERS.

This bid is open to any bidder who meets our requirements stated in this tender. The bidder shall bear all costs of the bid; costs of preparing and submitting the bid cannot be included as a direct cost of buying the

vehicle. The bid and all supplementary documents have to be submitted in English. Financial bid offers needs to be stated in Kenya Shillings. Bidders may submit bids for more than one vehicle.

3.1 Process of Submission of Bids

Bids should be submitted in sealed envelope clearly marked “ Vehicle Disposal” and dropped into the Tender Box located at *SOS Children’s Village Nairobi Location, Buruburu Phase 1 Outering road off OleLeshwa road,*

3.2 Documents to submit

- ID/Passport (for individuals) or Registration certificate(for companies)
- MPESA receipt message proof of payment of the non-refundable deposit Kes. 1,000 per vehicle bidden.
- A price offer as per below bid form format in 3.9

3.3 Deadline for submission

The BID has to be received by latest **4th October, 2021 at 1600 hrs.** Bids received after the deadline will not be considered.

3.4 Modification and withdrawal of bids

Proposals may be withdrawn on written request prior to the closing date of this invitation. Any corrections or changes must be received prior to the closing date. Changes must be clearly stated in comparison with the original proposal. Failure to do so will be at bidder’s own risk and disadvantage.

3.5 Signing of the contract

SOS Children’s Villages Kenya will inform the successful bidder who shall sign a contract/sale agreement. After the sale agreement is signed by both parties, the successful bidder shall pay the agreed price for the vehicle within 7 days and pick up the vehicle from SOS premises within 7 days.

3.6 Rights of SOS Children’s Villages

- contact any or all references supplied by the bidder(s);
- request additional supporting or supplementary data (from the bidder(s));
- arrange interviews with the bidder(s);
- reject any or all proposals submitted;
- accept any proposals in whole or in part;
- negotiate with the service provider(s) who has/have attained the best rating/ranking, i.e. the one(s) providing the overall best value proposal(s);
- contract any number of candidates as required to achieve the overall evaluation objectives

3.7 Evaluation of Bids/Proposals

A tender /disposal Committee shall open and review the offers received. Bidders should submit:

- i. Their Identity card/passport (for individuals) and or Registration certificate (for companies)
- ii. A non-refundable fee of **Kes. 1,000 per vehicle bidden**, payable to SOS CV KE via **MPESA** details below:

PAYBILL No. 880100
SOS CV (KE) COLLECTION ACCOUNT
Account No. 6926820075

NCBA BANK UPPER HILL BRANCH

Interested bidders should print and attach the MPESA receipt message alongside their offer submission.

The offerer giving highest price above the reserve price shall be deemed the winning offeror.

3.8 Important Notes to Bidders

- Prospective bidders are advised to view the vehicles before they bid for each vehicle. This will enable them to arrive at the most reasonable and competitive bids. For viewing contact Programme administrator faith.kibe@soskenya.org or call [+254 \(0\) 202429311](tel:+254202429311) to make prior arrangement. Vehicle viewing is available on week days working hours upon booking.
- Vehicles are available at “as is where is” basis
- Vehicle fully paid for must be removed from the location within seven days after making full payment. SOS CV Kenya shall not be responsible for any liability thereafter and storage charges of Kes. 500 per day shall be applicable.
- SOS CV KE has no objection regarding vehicle verification from relevant government authority. SOS CV KE shall not be liable for any cost of verification, assessment or related charges.
- SOS CV KE will sign a sales agreement with the successful bidder upon payment of the accepted bid amount of the vehicle.
- Transfer fee or any other costs associated with the vehicle transfer would be borne by the offeror/bidder.
- Successful bidder must deposit the total amount due within 7 working days after the notification letter is issued or offer **would be disqualified.**
- Offer can be made for one or more vehicles using the bid form format provided below
- SOS CV KE reserves the right to accept all, partial or any individual offer, or reject all, partial or any individual offer.

3.9 Bid Form

| BID FORM / OFFER FORM | | |
|--|----------------|--------------------|
| Bidders Name: | | |
| ID No | | |
| Phone No: | | |
| Date: | | |
| | | |
| Car No : | Chassis Number | Price offered/ KSH |
| | | |
| | | |
| | | |
| | | |
| | | |
| <p>I hereby certify that I am offering the above price for the above vehicles knowing that it is sold on the basis of where is as is and in case of winning I will pay the amount within 7 (seven) days of notification.</p> <p>Signature of the bidder:</p> | | |