



ARCHDIOCESE OF NYERI

**SALE OF ASSORTED ASSETS
ADN /D3/2020**

CLOSING DATE: 15TH JANUARY, 2021 AT 11.00 AM

SECTION I - INVITATION TO TENDER

Tender No: ADN /D3/2020

Tender Name: SALE OF ASSORTED ASSETS

- 1.1 The **Catholic Archdiocese of Nyeri** now invites sealed tenders from eligible candidates to purchase **Assets**.
- 1.2 Interested eligible candidates may obtain further information and document from our websites; www.adnyeri.org/disposal or www.adnhillfarm.co.ke/disposal
- 1.3 Arrangements to view the listed items can be made via **Finance Office or Hill Farm** on **0735720627** or **0720097391** on normal working days from **Monday 28th December, 2020 to Wednesday 13th January, 2021 from 8.00AM to 4.00PM**
- 1.4 Completed tender documents are to be enclosed in a plain sealed envelopes clearly marked with the tender reference number and the tender name should be dropped at the Finance Office - Kamakwa **or be addressed to the, Procurement Officer, Archdiocese of Nyeri – Nyeri Catholic Secretariat, P.O. Box 288 – 10100 Nyeri** on or before **Friday, 15th January, 2021 at 11.00 AM**
- 1.5 Prices quoted must be in Kenya Shillings and shall remain valid for 60 days from the closing date of the tender.
- 1.6 Tenders will be opened immediately thereafter at our **Finance Office Hall - Kamakwa** in the presence of the tenderers or their representatives who choose to attend.

NOTE:

1. **CATHOLIC ARCHDIOCESE OF NYERI DOES NOT LEVY ANY FEES IN ORDER TO AWARD TENDERS.**

SECTION II - INSTRUCTIONS TO TENDERERS

Table of Clauses

	Page
2.1 Eligible tenderers.....	4
2.2 Cost of tendering.....	4
2.3 Tender documents.....	4
2.4 Clarification of documents.....	4
2.5 Amendments of documents.....	5
2.6 Tender prices and currencies.....	5
2.7 Validity of tenders.....	6
2.8 Viewing of the tender items.....	6
2.9 Sealing and marking of tenders.....	6
2.10 Deadline for submission of tenders.....	6
2.11 Modification and withdrawal of tenders.....	7
2.12 Opening of tenders.....	7
2.13 Clarification of tenders.....	7
2.14 Evaluation and comparison of tenders.....	8
2.15 Award of tender criteria.....	8
2.16 Notification of award.....	8
2.17 Contacting the procuring entity.....	9

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all eligible tenderers
- 2.1.2 Tenderers shall not be under a declaration of ineligibility for corrupt or fraudulent practices
- 2.1.3 The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender unless where specifically allowed.

2.2 Cost of Tendering

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

2.3 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) Code of Ethics 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 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.

2.4.2 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.

2.4.3 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.

2.5 Amendment of Documents

2.5.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment

2.5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to consider the amendment in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.6 Tender Prices and Currencies

2.6.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the items it proposes to purchase under the contract

2.6.2 Prices quoted by the tenderer shall be fixed during the tender validity period and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected

2.6.3 The Price quoted shall be in Kenya Shillings.

2.7 Validity of Tenders

2.7.1 Tenders shall remain valid for 60 days after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.10 Tender valid for a shorter period shall be rejected by the Procuring entity as non-responsive.

2.7.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. 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 in liaison with the procuring entity before they bid for each item. This will enable them to arrive at the most reasonable and competitive bids. Bids are based on AS WHERE IS CONDITION and the seller does not warrant the conditions of the items.

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" **15th JANUARY, 2021 at 2.00pm.**

2.10 Deadline for Submission of Tenders

2.10.1. Tenders must be received by the Procuring entity at the address specified not later than **FRIDAY, 15th JANUARY, 2021 at 11.00am.**

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

2.11 Modifications And Withdrawals Of Tenders

2.11.1 Modification of tenders

2.11.1.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring entity prior to the deadline prescribed for submission of tenders.

2.11.1.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.9.1.

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

2.11.2 Withdrawals and tenders

2.11.2.1 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.

2.12 Opening of Tenders

2.12.1 The Procuring entity will open all tenders on **FRIDAY, 15th JANUARY 2021 at 2.00pm** and in the location specified in the invitation to tender.

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

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

2.12.1 The Procuring entity 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 Procuring entity may, at its discretion, ask the tenderer for a

clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.13.1 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.14 Evaluation and Comparison of Tenders

2.14.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computation errors have been made, whether documents have been properly signed and whether the tenders are generally in order. After examination a tender that will be determined to be substantially non responsive, will be rejected by the procuring entity.

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

2.14.3 The tender evaluation committee shall evaluate the tender within 14 days of the validity period from the date of opening the tender.

2.15 Award Criteria

2.15.1 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the highest evaluated tender, subject to the reserve price.

2.16 Notification of Award

2.16.2 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

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

2.17 Contacting the Procuring entity

2.17.1 No tenderer shall contact the Procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.17.2 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.

SECTION III - SCHEDULE OF ITEMS AND PRICES

LIST OF ITEMS FOR DISPOSAL

S/N	Description	Condition	Storage Yard	Price Offered
1	John Deere (TURBO) 3350 KAE 922E	Faulty	Central Stores Garage	
2	Lister Engine 3 Pistons	Faulty	Central Stores Garage	
3	Motor Shell	Scrap	Central Stores Garage	
4	Husqvarna 625E Mower	Faulty	Central Stores Garage	
5	Briggs & Stratton	Faulty	Central Stores Garage	
6	Trena Mower	Faulty	Central Stores Garage	
7	Peugeot 205 KQX 957	Faulty, to be sold as scrap	Central Stores Garage	
8	53.8 KVA Magnicon Generator	Faulty	Nyeri Hill Farm	
9	KAL 314K Jaguar - Daimler	Faulty	Central Stores Garage	
10	Scrap Metal – Cast Iron		Central Stores Garage	
11	Officine Surface Planning machine	Faulty	Central Stores Garage	
12	Molding Machine	Faulty	Central Stores Garage	
13	Press Machine	Faulty	Central Stores Garage	
14	Briggs & Stratton Gullet Sharpening Machine	Faulty	Central Stores Garage	
15	Mortise Accessory	Fair	Wood Workshop	
16	Band Saw Machine	Faulty	Wood Workshop	
17	Drill Machine	Faulty	Wood Workshop	
18	Oil Press	Faulty	Wood Workshop	
19	Massey Ferguson 265	Fair	Nyeri Hill Farm	
20	Massey Ferguson small	Faulty	Nyeri Hill Farm	
21	John Deere 2250 KAA 686T	Faulty	Nyeri Hill Farm	
22	International 885	Faulty	Nyeri Hill Farm	
23	KAL 464M Toyota Corolla	Fair	Finance Office	
24	KZD 004 Toyota Corolla	Faulty	Finance Office	
25	KAH 831 L Nissan Half Lorry	Faulty	Central Stores Garage	
26	KUHN Sub Soiler	Fair	Nyeri Hill Farm	
27	KBF 725R Toyota Corolla	Good	Finance Office	
28	NODET Wheat Planter	Fair	Nyeri Hill Farm	
29	Milk Coolant	Fair	Nyeri Hill Farm	

BIDDER’S SIGNATURE.....

BIDDERS TELEPHONE NUMBER.....

ARCHDIOCESE OF NYERI

General Information

Tenderers Name:
Postal Address:Town.....
Telephone (Office):Mobile.....
Email Address.....
Physical Address:
I.D NO/Passport NO.....
Contact Person & Mobile.....

Part A:

1. Duly stamped and signed Tender bid document should be obtained from the website www.adnyeri.org/disposal or www.adnhillfarm.co.ke/disposal
2. The bidder must duly complete the confidential business questionnaire and the Code of Ethics
3. Potential bidders are advised to inspect the items and verify the condition at the respective venues before they bid their prices.
4. The items shall be sold as is where is to the highest bidder.
5. Successful bidders shall be given **14 days** from the date of award to pay for the items and remove them from the Archdiocese on Nyeri premises.
6. Arrangements to view the listed items can be made via the **Finance Office or Hill Farm** on **0735720627 or 0720097391** on normal working days from **Monday, 28th December, 2020 to Wednesday, 13th January, 2021 from 8.00AM to 4.00PM.**

SECTION IV - CONDITIONS OF TENDER

- 4.1 A tenderer may tender for either item and may tender for as many items as he/she wishes.
- 4.2 Tenderers who will be awarded contracts will be required to pay for the items within 14 days and not later than 21 days failure to which the contract award will be cancelled. If there is an administrative review, the review procedures shall be followed.
- 4.3 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.
- 4.4 Items tendered for below the reserve price will be retained by the procuring entity.

SECTION V - STANDARD FORMS

Notes on Standard Forms

- 5.1 The form of tender, the confidential business questionnaire form and the code of conduct commitment declaration form must be completed by the tenderers and returned with the tender.

5.1 Form of Tender

Date: _____
Tender No. _____

To:
.....
[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda. Nos. [Insert numbers]. I/WE 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 Licence No. Expiring date</p> <p>Maximum value of business which you can handle at any one time Kshs</p> <p>Name of your bankers Branch</p>																															
	<p style="text-align: center;">Part 2 (a) – Sole Proprietor</p> <p>Your Name in full Age</p> <p>Nationality Country of origin</p> <p>* Citizenship details</p>																														
	<p style="text-align: center;">Part 2 (b) Partnership</p> <p>Given details of partners as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">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 style="text-align: center;">Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company –</p> <p style="padding-left: 20px;">Nominal Kshs.</p> <p style="padding-left: 20px;">Issued Kshs.</p> <p>Given details of all directors as follows</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 35%;">Name</th> <th style="width: 20%;">Nationality</th> <th style="width: 20%;">Citizenship Details</th> <th style="width: 20%;">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> <tr> <td>5.</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship Details	Shares	1.	2.	3.	4.	5.
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2.																											
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<p>Date Seal/Signature of Candidate</p> <p>.....</p>																															

5.3 CODE OF ETHICS

THE CODE OF ETHICS FOR PERSONS PARTICIPATING IN PROCUREMENT AND ASSET DISPOSAL ACTIVITIES

PART I STATEMENT OF INTENT

This Code of Ethics is made pursuant to the provisions of section 181 of the Public Procurement and Asset Disposal Act, 2015 and is intended to set minimum standards of ethical behavior for persons participating in procurement and asset disposal activities in Kenya and to ensure compliance with the Act and the Regulations and the adoption of good business practices.

1. SCOPE OF APPLICATION.

The Code of Ethics shall apply to persons participating in Catholic Archdiocese of Nyeri procurement or disposal of assets.

2. OBJECTIVE OF THE CODE.

The objective of the Code is to set minimum standards of ethical behavior for persons to ensure compliance with the Act and the Regulations and the adoption of good business practices.

3. COMMITMENT TO THE CODE

A person shall sign and commit to this Code in the form set out in the First Schedule to this Code and submit to the procuring entity as part of the bid documents.

PART II—REQUIREMENTS OR OBLIGATIONS

4. COMPLIANCE WITH THE CONSTITUTION, LAWS AND REGULATIONS

A person participating in procurement and asset disposal activities shall, among others, comply with the Constitution, the Act and its attendant regulations, this Code of Ethics, rules and practices relating to ethics and integrity, and other laws related to taxation, labour, health and safety standards as well as environmental protection.

5. PROFESSIONALISM

- a) A person participating in procurement and asset disposal activities shall comply with professional standards of their industry or of any professional body of which they are members.
- b) Where that person is a member of a professional body, the person shall uphold the code of ethics of the respective profession and be of good professional standing.
- c) A person who has been de-registered from a professional body shall not qualify for a tender or be engaged in any procurement.

6. ETHICS AND INTEGRITY

A person shall at all times maintain unquestionable standards of ethics and integrity in the procurement and disposal process.

7. COURTESY AND RESPECT

A person participating in procurement and disposal process shall accord respect and courtesy to the officer(s) and other persons in all their dealings.

8. IMPARTIALITY

A person shall not engage in any act that may promote or encourage patronage, tribalism, cronyism and nepotism or any other form of preferential treatment in the procurement or disposal proceeding.

9. GIFTS, FAVORS AND OTHER BENEFITS

A person shall not offer or give gifts of any kind to entity(s) or the employees except as may be authorized by law, regulations, policies and codes of conduct from time to time issued by the Authority or any other relevant agencies.

10. PROHIBITION AGAINST CORRUPT, FRAUDULENT, COERCIVE, COLLUSIVE AND UNETHICAL PRACTICES

A person shall not —

- (a) contact, unduly influence or exert pressure on any member of a committee or any other employee, agent of a procuring entity to take a particular action which favors or tends to favor them;
- (b) engage in any form of corruption, collusive, coercive and or unethical practices;
- (c) engage in, nor be a party to, agreements, business practices or conduct that, as a matter of law, are anti-competition; or
- (d) Directly or indirectly engage in any act that may interfere or have adverse effects on the procurement or disposal proceeding.

11. PERFORMANCE OF DUTIES

(i) A person shall—

- (a,) sign and commit to Code of Ethics in a tender, proposal or quotation submitted and failure to commit to the Code of Ethics shall lead to automatic disqualification;
- (b) obtain and submit bid documents in the manner prescribed in the tender or disposal notice and tender documents;
- (c) ensure that certified copies of all mandatory documents required in procurement or disposal proceeding such as certificates are availed; and
- (d) Supply the right quantity and quality of the contracted item, deliver at the stipulated time(s) and perform the obligations of the contract.

(ii) A person shall —

- (a) ensure that competent persons carry out the contractual obligations of the person; and
- (b) Accept full responsibility for all goods, works, services which have been provided.

12. COMMUNICATION OF INFORMATION

A person shall —

- (a) observe communication requirements during the bidding process as provided for in the Act, Regulations, tender documents and practices;
- (b) respond promptly and courteously to all lawful requests for information, clarifications, and complaints in relation to the procurement or a contract;
- (c) ensure that all information provided to procuring entities is given in writing by authorized officers of the person; and
- (d) Ensure that information given while participating in procurement or disposal is true, accurate and fair, and not designed to mislead the procurement entity.

13. DUTY TO DISCLOSE BUSINESS INFORMATION

A person shall at the times of bidding, provide a list of directors, beneficial owners and any other relevant information regarding the business entity through which the person seeks to trade with a procuring entity as may from time be provided in the bid document.

14. DUTY NOT TO GIVE FALSE, MALICIOUS OR MISLEADING INFORMATION

A person shall not give false, malicious or misleading information to a procuring entity, Authority or any other entity regarding any matter involving the procurement or disposal process or a person involved in the procurement or disposal process.

15. CONFIDENTIALITY OF INFORMATION

- (i) A person shall not disclose any information obtained in the course of participation or performance of a procurement or disposal contract to any unauthorized person or use such information to further private interests.
- (ii) The obligation under paragraph C1) shall continue even after the business or contractual relationship with the procuring entity has come to an end.

16. DUTY TO REPORT IMPROPRIETY OR CORRUPTION

- (i) A person shall reject and report to the Authority or the relevant agency any procurement or disposal practice, which might be deemed to contrive the Constitution, laws, regulations and this Code.
- (ii) The report referred to under paragraph (1) shall be in the format prescribed under the Second Schedule.

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

COMMITMENT TO THE CODE OF ETHICS *(to be submitted as part of any quotation or tender or proposal)*

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 and Asset Disposal Act. 2015, Regulations and the Code of Ethics for persons participating in Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating Procurement and Asset Disposal.

Name of Authorized Signatory.....

Sign

Address.....

Telephone.....

E-mail.....