



# **DISPOSAL OF USED MOTOR VEHICLES IMDTS/DISPOSAL/7/2026**

**Imarika DT Sacco Limited  
Imarika Plaza  
Along Kenyatta Road  
P.O. BOX 712-80108  
KILIFI.**

**JULY 2026**

|                             |
|-----------------------------|
| <b>Imarika DT Sacco Ltd</b> |
|-----------------------------|

## **TABLE OF CONTENTS**

|                                                | PAGE |
|------------------------------------------------|------|
| INTRODUCTION.....                              | 3    |
| SECTION I            INVITATION TO TENDER..... | 4    |
| SECTION II    :                                |      |
| INSTRUCTIONS TO TENDERERS .....                | 5    |
| Appendix to Instructions to tenderers... ..    | 12   |
| SECTION III   :                                |      |
| SCHEDULE OF ITEMS AND PRICE.....               | 14   |
| SECTION IV   :                                 |      |
| CONDITIONS OF TENDER.....                      | 16   |
| Appendix to Conditions of Tender.....          | 17   |
| SECTION V    :                                 |      |
| STANDARD FORMS .....                           | 19   |
| 5.1    FORM OF TENDER... ..                    | 20   |
| 5.2    CONFIDENTIAL BUSINESS                   |      |
| QUESTIONNAIRE FORM... ..                       | 21   |
| 5.3    TENDER COMMITMENT                       |      |
| DECLARATION FORM.....                          | 22   |

## **SECTION I- INVITATION TO TENDER**

**Tender Ref No. IMDTS/DISPOSAL/7/2026**

**Tender Name: Disposal of Used Motor Vehicles**

- 1.1 Imarika DT Sacco Ltd now invites sealed tenders from eligible candidates to purchase **Used Motor vehicles**.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at Imarika DT Sacco, Along Kenyatta road, Kilifi (during normal working hours).
- 1.3 A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of Ksh. 1,000 in cash or Banker's Cheque and payable to the address given below. Tender documents may be obtained electronically from the Website [www.imarika.org](http://www.imarika.org). **Tender documents obtained electronically will be free of charge**
- 1.4 Tenderers will be required to pay in advance a refundable deposit as indicated in the Appendix to Instructions to tenderers.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with the **Tender Reference number and the Tender name and deposited in the Tender Boxes located at Imarika Plaza, ground floor, Along Kenyatta Road - Kilifi**  
  
IMARIKA DT SACCO LTD,  
P.O BOX 712, 80108,  
KILIF, KENYA  
so as to be received on or before **10.00am 27<sup>th</sup> July 2026**.
- 1.6 Prices quoted should be net, must be in Kenya Shillings and shall remain valid for **120** days from the closing date of the tender.
- 1.7 Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at KILIFI -Imarika Headquarters, Imarika plaza, along Kenyatta Road.
- 1.8 Only one representative per firm shall be allowed to attend the Tender opening and Social distancing will be adhered to.

*1.9 The tenderer's representative present shall sign a register, evidencing their attendance.*

*1.10 Imarika will prepare minutes of the tender opening.*

Chief executive officer

**IMARIKA DT SACCO.**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

---

### **Table of Contents**

|                                                   | Page |
|---------------------------------------------------|------|
| 2.1 Eligible tenderers .....                      | 5    |
| 2.2 Cost of tendering .....                       | 5    |
| 2.3 Tender documents .....                        | 5    |
| 2.4 Clarification of documents .....              | 6    |
| 2.5 Amendments of documents .....                 | 7    |
| 2.6 Tender prices and currencies .....            | 7    |
| 2.7 Tender deposit .....                          | 8    |
| 2.8 Validity of tenders .....                     | 8    |
| 2.9 Viewing of the tender items .....             | 9    |
| 2.10 Sealing and marking of tenders .....         | 9    |
| 2.11 Deadline for submission of tenders .....     | 9    |
| 2.12 Modification and withdrawal of tenders ..... | 9    |
| 2.13 Opening of tenders .....                     | 10   |
| 2.14 Clarification of tenders .....               | 10   |
| 2.15 Evaluation and comparison of tenders .....   | 10   |
| 2.16 Award of tender criteria .....               | 11   |
| 2.17 Notification of award .....                  | 11   |
| 2.18 Contacting the procuring entity .....        | 12   |

## **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

### **2.2    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.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.1,000.00
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

### **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 Imarika Sacco Ltd in writing or by post at the entity's address indicated in the Invitation for tenders. The Sacco 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 Imarika Sacco Ltd. Written copies of Imarika Sacco Ltd 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.

2.4.2 Clarification of tenders shall be requested by the tenderer to be received by Imarika Sacco Ltd not later than 7 days prior to the deadline for submission of tenders.

2.4.3 Imarika Sacco Ltd 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, Imarika Sacco , 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 Imarika Sacco Ltd, 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 Tender deposit**

- 2.7.1 The tenderer shall put a deposit of **10%** 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 deposit will be discharged or returned as promptly as possible as but not later than Seven (7) days after the

expiration of the period of tender validity prescribed by the Imarika Sacco Ltd.

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 Imarika Sacco Ltd.
- (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 **120 days** or as specified in the appendix to instruction to tenderers after date of tender opening prescribed by Imarika Sacco Ltd, pursuant to paragraph 2.10. Tenders that are valid for a shorter period shall be rejected by Imarika Sacco Ltd as nonresponsive.

2.8.2 In exceptional circumstances, Imarika Sacco Ltd 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 Used Motor vehicles in liaison with Imarika Sacco Ltd, Stores Officers **"AS IS WHERE IS"** before they bid for each. 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.

2.9.2 The items shall be viewed from **13/07/2026 to 24/07/2026, Time: 09.00 hours to 15.45 hours**

## **2.10 Sealing and Marking of Tenders**

**2.10.1** The tenderer shall seal the tender and mark it with the number and name of the tender and indicate **“DO NOT OPEN BEFORE 10.00am 27<sup>th</sup> July 2026.**

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

**2.11.1.** Tenders must be received by Imarika Sacco, along Kenyatta Road and deposited in the tender box located at **IMARIKA PLAZA** Ground floor not later than **10.00am** on **27<sup>th</sup> July 2026.**

**2.11.2** Imarika Sacco Ltd 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 Imarika Sacco Ltd, 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 Imarika Sacco Ltd, 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 2.12. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

**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**

- 2.13.2** Imarika Sacco Ltd will open all tenders in the presence of one tenderers' representatives who choose to attend at **10.00am 27<sup>th</sup> July 2026** at Imarika Plaza

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

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

- 2.13.4** Imarika Sacco Ltd will prepare minutes of the tender opening.

## **2.14 Clarification of tenders**

- 2.14.2** To assist in the examination, evaluation and comparison of tenders Imarika Sacco Ltd 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.

- 2.14.3** Any effort by the tenderer to influence Imarika Sacco Ltd 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** Imarika Sacco Ltd 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 Imarika Sacco Ltd.

2.15.2 Imarika Sacco Ltd 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.

## **TENDER SUBMISSION CHECKLIST**

This order and arrangement shall be considered as the Tender Format.

Tenderers shall tick against each item indicating that they have provided it.

| <b>No.</b> | <b>Item</b>                                                                                                                                                                                                                                                                                                                                                                  | <b>Requirement</b> | <b>Tick Where Provided</b> |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------|
| 1          | <ul style="list-style-type: none"><li>• Tender deposit per vehicle (10% of the quoted price) paid to Imarika in form of <b>Banker's Cheque attached to the bid.</b></li><li>• Banker's Cheque to be submitted together with the Tender Document.</li></ul>                                                                                                                   | <b>Mandatory</b>   |                            |
| 2          | Attach a copy of the receipt for proof of purchase of the tender document                                                                                                                                                                                                                                                                                                    | <b>Mandatory</b>   |                            |
| 3          | Confidential Business Questionnaire (CBQ)                                                                                                                                                                                                                                                                                                                                    | <b>Mandatory</b>   |                            |
| 4          | National ID for individuals                                                                                                                                                                                                                                                                                                                                                  | <b>Mandatory</b>   |                            |
| 5          | Company Registration for firms.                                                                                                                                                                                                                                                                                                                                              | <b>Mandatory</b>   |                            |
| 6          | KRA Pin Certificate (individuals and firms)                                                                                                                                                                                                                                                                                                                                  | <b>mandatory</b>   |                            |
| 7          | Paginate and initial each page of the document                                                                                                                                                                                                                                                                                                                               | <b>mandatory</b>   |                            |
| 8          | Duly filled and signed form of tender with prices.                                                                                                                                                                                                                                                                                                                           | <b>Mandatory</b>   |                            |
| 9          | Proof of having viewed the Motor vehicles quoted for (see confirmation of viewing items form on page 27). Bidders who choose to quote for vehicles that they have not viewed shall do so at their own risk and will be obligated to pay the balance and collect them in the event that they emerge the highest bidder. Failure to do so shall lead to loss of their deposit. | <b>optional</b>    |                            |

### **2.16 Award Criteria**

2.16.1 Imarika Sacco Ltd, 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.

## **2.17 Notification of Award**

2.17.2 Prior to the expiration of the period of tender validity, Imarika Sacco Ltd will notify the successful tenderer in writing that its tender has been accepted and at the same time notify the other tenderers that the tenders were unsuccessful

2.17.3 Notification of award shall not constitute formation of a contract until a written one is signed by the parties.

2.17.4 Prior to the expiry of the 30 days but not before the lapse of 14 days following the notification of award, the tenderer shall sign the contract and return to Imarika

## **2.18 Contacting Imarika Sacco Ltd**

2.18.1 No tenderer shall contact Imarika Sacco Ltd 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 Imarika Sacco Ltd 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 Used Motor vehicles 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<br>Reference | <i>Particulars of appendix to<br/>Instructions to tenderers</i>                                                                                      |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1.1                                  | Tender is open to all tenderers who are eligible                                                                                                     |
| 2.8.1                                  | The day, date and time of closing shall be <b>10.00am 27<sup>th</sup> July 2026</b>                                                                  |
| 2.9.1                                  | Prospective bidders to view Vehicles “as is where is basis” from <b>13/07/2026 and 24/07/2026. Time: 09.00 hours to 15.45 hours at Imarika Plaza</b> |

## **SECTION III – GENERAL CONDITIONS OF TENDER**

The General Conditions of Contract hereinafter referred abbreviated as the GCC shall form part of the Conditions of Contract in accordance with the law and IMARIKA guidelines, practices, procedures and working circumstances. The provisions in the GCC will apply unless an alternative solution or amendment is made under the Special Conditions of Contract.

### **2.9.2 Definitions**

2.9.3 In this contract, the following terms shall be interpreted as follows: -

- a) “The Contract” means the agreements entered into between IMARIKA and the Purchaser, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to IMARIKA under the contract.
- c) Wherever used in the contract, “collection” shall be complete when the items have been in fact removed from IMARIKA premises or other indicated site within the period specified in the contract
- d) “The Items” means the items and or other materials, which the Purchaser offered to purchase or has paid for under the contract.
- e) “The Procuring Entity” means Imarika Sacco Limited or its successor(s) and assign(s) where the context so admits (hereinafter abbreviated as IMARIKA).
- f) “The Purchaser” means the individual or firm purchasing the items under this contract or his/ her/ its permitted heir(s), personal representative(s), successor(s) and permitted assign(s) where the context so admits. For the avoidance of doubt this shall mean the successful Tenderer(s) pursuant to the tender.

### **2.10 Use of Contract Documents and Information**

2.10.1 The Purchaser shall not, without IMARIKA prior written consent, disclose the contract, or any provision thereof or information furnished by or on behalf of IMARIKA in connection therewith, to any person other than a person employed by the Purchaser in the

performance of the contract.

- 2.10.2 The Purchaser shall not, without IMARIKA prior written consent, make use of any document or information enumerated in any clause.
- 2.10.3 Any document, other than the contract itself, enumerated in any clause shall remain the property of IMARIKA.

## **2.11 Transportation**

- 2.11.1 In all cases after payment by the Purchaser of the items, transportation of the items shall be the responsibility of the Purchaser and IMARIKA shall accept no liability for the transportation or any matters arising thereafter.

## **2.12 Payment**

- 2.12.1 The Purchaser will be required to pay for the items after fourteen (14) days from the date of notification of award but not later than thirty (30) days from that date failure to which the contract will be cancelled and the Tender Deposit forfeited.
- 2.12.2 The Purchase Price less the Tender Deposit earlier paid (hereinafter referred to as the “Balance”) shall be paid at the following places: -  
IMARIKA Finance offices quoting the Tender Number, Name and specific item(s) awarded.

## **2.13 Collection of Items**

- 2.13.1 Before release of the items purchased and paid for, the Tenderer shall present the following documents: -
- a) The original receipt of payment of the Tender Deposit.
  - b) The original receipt of payment of the balance of the Purchase Price
  - c) The Letter of Notification of Award
  - d) IMARIKA original release letter/Gate pass signed by an authorized person, where applicable
  - e) Any other document required

## **2.14 Collection Period and Storage Charges**

- 2.14.1 The Purchaser shall be required to collect the items they have paid for within the prescribed period as indicated in the Special Conditions of Contract after making the required payment.
- 2.14.2 IMARIKA shall charge storage charges from the Purchaser for failure to collect the items they have paid for within the prescribed period. The storage charges are as indicated in the Special Conditions of Contract.

## **2.15 Prices**

Prices offered by the Purchaser for the items under the contract shall be fixed for the period of the contract with no variations.

## **2.16 Variation of Contract**

IMARIKA reserves the right to increase or decrease the quantity of items originally tendered for or awarded without any change in unit price or other terms and conditions of the Contract. Save as is variable herein all other terms and conditions of the contract shall remain the same.

## **2.17 Assignment**

- 2.17.1 The Purchaser shall not assign in whole or in part any of its rights to perform under this contract, except with IMARIKA prior written consent.

## **2.18 Termination of Contract**

- 2.18.1 IMARIKA may, without prejudice to any other remedy for breach of contract, by written notice sent to the Purchaser, terminate this contract in whole or in part due to any of the following: -
- a) if the Purchaser fails to collect any or all of the items within the period(s) specified in the contract, or within any extension thereof granted by IMARIKA.
  - b) if the Purchaser fails to perform any other obligation(s) under the contract.
  - c) if the Purchaser, in the judgment of IMARIKA has engaged in

corrupt or fraudulent practices in competing for or in executing the contract.

- d) by an act of force majeure.
  - e) if the Purchaser abandons or repudiates the Contract.
- 2.18.2 Any corrupt or fraudulent activities will lead to automatic disqualification from the tender process.

## **2.19 Resolution of Disputes**

- 2.19.1 IMARIKA and the Purchaser may make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 2.19.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication at the High Court of Kenya.

## **2.20 Language and Law**

The language of the contract and the law governing the contract shall be the English language and the laws of Kenya respectively unless otherwise stated.

## **2.21 Waiver**

Any omission or failure by IMARIKA to exercise any of its rights or enforce any of the penalties arising from the obligations imposed on the Purchaser shall in no way, manner or otherwise howsoever, alter, amend, prejudice, vary, waive or be deemed to alter, amend, prejudice, vary, waive or otherwise whatsoever any of IMARIKA powers and rights as expressly provided in and regards this contract.

## **2.22 Force Majeure**

Force majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo.
- b) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;

- c) Rebellion, revolution, insurrection, military or usurped power & civil war.
- d) Riot, commotion or disorder except where solely restricted to employees, servants or agents of the parties.
- e) Un-navigable storm or tempest at sea.

**SECTION IV - SCHEDULE OF ITEMS AND PRICE**

---

| <b>Item No.</b> | <b>Registration No. &amp; Description</b> | <b>Year of Manufacture</b> | <b>Location</b> | <b>Reserve Price</b> | <b>Tender Price Kshs.</b> | <b>Required Deposit of 10% Kshs.</b> |
|-----------------|-------------------------------------------|----------------------------|-----------------|----------------------|---------------------------|--------------------------------------|
| 1.              | KCA 845U<br>FORD<br>RANGER                | 2013                       | Imarika Plaza   | 1,296,000            |                           |                                      |
| 2               | KCX 627U<br>TOYOTA<br>VANGUARD            | 2012                       | Imarika Plaza   | 1,300,000            |                           |                                      |

Imarika Sacco Ltd, 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.

Authorized official \_\_\_\_\_  
Name Signature Date

## SECTION V - SPECIAL CONDITIONS OF TENDER

- 4.1 A tenderer may tender for each Vehicle and may tender for as many Vehicles as he/she wishes.
- 4.2 A tenderer will attach a deposit with the bid 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 30 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 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 **Thirty (30) days** after making the payment failure to which storage charges will be charged as indicated in the appendix to Conditions of tender.

## Appendix to conditions of tender

The following information for sale of Used Motor vehicles 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>                                                                                                                                                                                                                                                                                                                         |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.2                            | <i>The tenderer shall bear all costs associated with the preparation and submission of its tender and IMARIKA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process</i>                                                                                                                                          |
| 2.4.2                          | <i>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</i>                                                                                                                                    |
| 2.6.2                          | <i>Tenderers must submit their bid with <b>10% deposit</b> of the bid price in form of banker's cheque drawn in favour of IMARIKA. Failure to attach the banker's cheque with the bid document shall result in disqualification of the bid. IMARIKA shall not accept cheques presented by the bidder at the time of tender opening and personal cheques shall not be accepted.</i> |

|     |                                                                                                                   |
|-----|-------------------------------------------------------------------------------------------------------------------|
| 2.7 | <i>Failure to put the required deposit for any Vehicle tendered for will lead to disqualification of the bid.</i> |
|-----|-------------------------------------------------------------------------------------------------------------------|

|                       |                                                                                                                                                                                                                                                                                           |
|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.7.2                 | <i>Tender prices are valid for 120 days from tender opening date. Tenders with short validity date shall be disqualified</i>                                                                                                                                                              |
| 4.5 Collection Period | <i>Time duration of <b>30 days</b> after Acceptance of Award to buy the Vehicle is provided for the removal of the Vehicle from the locations.</i>                                                                                                                                        |
| 4.5 Storage Charges   | <p><i>Time duration of <b>30 days</b> after Acceptance of award is provided for the removal of the Vehicle from the location.</i></p> <p><i>Failure to do so will attract storage charges at the rate of <b>Kshs. 20,000 per month</b> until all the awarded items are collected.</i></p> |

## **SECTION VI - STANDARD FORMS**

**5.1**

### **Form of Tender**

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

**Tender No. IMDTS/DISPOSAL/7/2026**

#### **DISPOSAL OF USED MOTORVEHICLES**

To: Imarika Sacco Ltd,  
Imarika Plaza, along Kenyatta  
Rd, Kilifi, Kenya

Gentlemen and/or Ladies:

1. Having examined the tender documents I/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 120 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

### Part 1 – General

Business Name

.....

Location of business Premises

.....

Plot No. .... Street/Road .....

Postal Address ..... Tel No. ....

Nature of business

.....

Current Trade Licence No. .... Expiring date .....

Maximum value of business which you can handle at any one-time Kshs

.....

Name of your bankers ..... Branch .....

### Part 2 (a) – Sole Proprietor

Your Name in full ..... Age .....

Nationality ..... Country of origin .....

\* Citizenship details .....

### Part 2 (b) Partnership

Given details of partners as follows:

|    | Name  | Nationality | Citizenship Details | Shares |
|----|-------|-------------|---------------------|--------|
| 1. | ..... | .....       | .....               | .....  |
| 2. | ..... | .....       | .....               | .....  |
| 3. | ..... | .....       | .....               | .....  |
| 4. | ..... | .....       | .....               | .....  |

|  |  |
|--|--|
|  |  |
|--|--|

Part 2 (c ) – Registered Company

Private or Public .....

State the nominal and issued capital of company –

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

| Name    | Nationality | Citizenship Details | Shares |
|---------|-------------|---------------------|--------|
| 1. .... |             |                     |        |
| 2. .... |             |                     |        |
| 3. .... |             |                     |        |
| 4. .... |             |                     |        |
| 5. .... |             |                     |        |

Date ..... Seal/Signature of Candidate .....

### 5.3 Tender deposit commitment Declaration Form

**\*Tender No. IMDTS/DISPOSAL/7/2026**  
**DISPOSAL OF USED MOTOR VEHICLES**

\*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 listed details as follows: -

| ITEM No | Item Description | Deposit Kshs. | Bankers Cheque no. and Date |
|---------|------------------|---------------|-----------------------------|
|         |                  |               |                             |
|         |                  |               |                             |
|         |                  |               |                             |
|         |                  |               |                             |
|         |                  |               |                             |
|         |                  |               |                             |
|         |                  |               |                             |

Authorizing Official \_\_\_\_\_  
(name)

\_\_\_\_\_  
(signature)

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

**VIEWING OF ITEMS –SCHEDULE FOR TENDER NO.**

**IMDTS/DISPOSAL/7/2026 – DISPOSAL OF USED MOTOR VEHICLES**

Imarika Procurement Officer, Sign and Stamp the form after Tenderer views items in the respective location:

| NO. | STORE                    | NAME OF THE STORES IN-CHARGE OR ASSISTANT | SIGN | STAMP | DATE |
|-----|--------------------------|-------------------------------------------|------|-------|------|
| 1.  | Imarika Plaza,<br>Kilifi |                                           |      |       |      |

We confirm that we have viewed **ALL** the vehicles on Tender No. **IMDTS/DISPOSAL/7/2026** at the Locations indicated:

\_\_\_\_\_  
**TENDERER'S NAME**

\_\_\_\_\_  
**SIGN & STAMP**

\_\_\_\_\_  
**DATE**