



# **KENYA FERRY SERVICES LIMITED**

## **TENDER DOCUMENT**

### **SUPPLY OF SCHOTTEL PROPULSION SPARES FOR THE PERIOD 2019-2020**

(FRAMEWORK CONTRACT)

**TENDER NO. KFS/SCHOTTEL/01/02/ 2019**

**KENYA FERRY SERVICES LTD**  
**P.O. Box 96242-80110**  
**MOMBASA**  
**KENYA, EAST AFRICA**  
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## SECTION I INVITATION TO TENDER

### **TENDER NO. KFS/SCHOTTEL/01/02/ 2019 – SUPPLY AND DELIVERY OF SCHOTTEL PROPULSION SPARES (FRAMEWORK CONTRACT)**

- 1.1 Kenya Ferry Services Ltd invites sealed bids from eligible candidates (manufacturers, dealers and authorized agents of manufacturer) for **SUPPLY AND DELIVERY OF SCHOTTEL PROPULSION SPARES** for a period of two years.
- 1.2 You may obtain further information from and inspect the tender document at the office of the Procurement Manager located at Kenya Ferry Services Ltd Headquarters Likoni Mainland South Gaza Road during normal office working hours.
- 1.3 A complete set of tender documents (hard copy) may be obtained by interested candidates upon payment of a non-refundable fee of Kshs. 1,000.00 in cash or bankers cheque payable to Kenya Ferry Services Ltd. *Soft copies of bid documents can be obtained free of charge from company website [www.kenyaferry.co.ke](http://www.kenyaferry.co.ke) or upon request sent to [procurement@kenyaferry.co.ke](mailto:procurement@kenyaferry.co.ke).*
- 1.4 Before the deadline for submission of tenders, ALL bidders who obtain the tender document **SHALL** register with Kenya Ferry services as candidates by sending an email to [procurement@kenyaferry.co.ke](mailto:procurement@kenyaferry.co.ke) and submitting the following information:
  - Name of the tenderer/bidder
  - Tender number of the document obtained
  - Valid email address
  - Telephone number
  - Contact person
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked as follows

### **TENDER NO. KFS/ SCHOTTEL /01/02/ 2019 – SUPPLY AND DELIVERY OF SCHOTTEL PROPULSION SPARES (FRAMEWORK CONTRACT)**

**“DO NOT OPEN BEFORE 1000 HOURS ON TUESDAY 26<sup>TH</sup> FEBRUARY 2019”.**

Addressed to:  
**THE PROCUREMENT & SUPPLIES MANAGER  
KENYA FERRY SERVICES LTD  
P.O. BOX 96242 - 80110  
MOMBASA**

Alternatively, the completed tenders may be deposited at the Tender Box located at the Company Headquarters on Gaza Road – Peleleza Likoni Mainland South by **1000 Hours on TUESDAY 26<sup>TH</sup> FEBRUARY 2019.**

- 1.6 Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for 90 days from the closing date of the tender.
- 1.7 Technical bids will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Kenya Ferry Services Headquarters on Gaza Road Peleleza Likoni.
- 1.8 Bidder shall serialize all the pages for each bid submitted

M. Muya

**Ag. PROCUREMENT & SUPPLIES MANAGER  
FOR: MANAGING DIRECTOR**

## SECTION II- INSTRUCTIONS TO TENDERERS

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

### **2.1 Eligible Tenderers**

2.1.1 This Invitation for Tender is open to appointed agents eligible as described in the Invitation to Tender. Successful tenderers shall supply of spares for a period of two years.

2.1.2 The Kenya Ferry Services employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenya Ferry Services to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2.2 Eligible Goods**

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

### **2.3 Cost of Tendering**

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and Kenya Ferry Services, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance to the set prequalification criteria shall be pre-qualified.

#### **2.4. The Tender Document**

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of requirements
- (vi) Technical Specifications
- (vii) Tender Form and Price Schedules
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance Security Form
- (xi) Bank Guarantee for Advance Payment Form
- (xii) Manufacturer's Authorization Form
- (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

#### **2.5 Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify Kenya Ferry Services in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 Kenya Ferry Services. Written copies of the Procuring entities 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.

2.5.2 Kenya Ferry Services 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.

## **2.6 Amendment of Documents**

- 2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.
- 2.6.2 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.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

## **2.7 Language of Tender**

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.8 Documents Comprising of Tender**

- 2.8.1 The tender prepared by the tenderers shall comprise the following components
- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
  - (b) Documentary evidence established in accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
  - (c) Documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
  - (d) Tender security furnished in accordance with paragraph 2.14



## **2.9 Tender Forms**

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

## **2.10 Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract 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, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 90 days from the date of opening of the tender.

## **2.11 Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

## **2.12 Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to Kenya Ferry Services satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **2.13 Goods Eligibility and Conformity to Tender Documents**

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
  - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
  - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as

references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to Kenya Ferry Services satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **2.14 Tender Security**

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect Kenya Ferry Services against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form;  
or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - Or
  - (ii) to furnish performance security in accordance with paragraph 2.28

## **2.15 Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by Kenya Ferry Services, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Ferry Services as non-responsive.

2.15.2 In exceptional circumstances, Kenya Ferry Services 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 security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **2.16 Format and Signing of Tender**

2.16.1 The tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the

2.16.2 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

## **2.17 Sealing and Marking of Tenders**

2.17.1 Bidders shall submit their tenders in two separate envelopes clearly marked

Envelope A (Technical bid) and  
Envelope B (Financial bid)

2.17.2 . The technical bid and the financial quotation shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the candidates. Any such corrections must be initialed by the candidate. The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

2.17.3 The inner and outer envelopes shall:  
(a) be addressed to Kenya Ferry Services at the address given in the Invitation to Tender:  
  
(b) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE,” 10th April 2014 at 1000 hours

2.17.4 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.5 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, Kenya Ferry Services will assume no responsibility for the tender’s misplacement or premature opening.

## 2.18 **Deadline for Submission of Tenders**

2.18.1 Tenders must be received by Kenya ferry Services at the address specified under paragraph 2.17.2 no later than **TUESDAY 26<sup>TH</sup> FEBRUARY at 1000 hours.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

## 2.19 **Modification and Withdrawal of Tenders**

2.19.1 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

Kenya Ferry Services prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 Kenya Ferry Services may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 Kenya Ferry Services shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 Kenya Ferry services will open all tenders in the presence of tenderers' representatives who choose to attend, at **1000 HOURS on TUESDAY 26<sup>TH</sup> FEBRUARY 2019** and in the location specified in the Invitation to Tender.

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

2.20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity will prepare minutes of the tender opening.

## **2.21 Clarification of Tenders**

2.21.1 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.

2.21.2 Any effort by the tenderer to influence Kenya Ferry Services in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.22 Preliminary Examination**

2.22.1 Kenya Ferry Services will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 Kenya Ferry Services may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 Kenya Ferry Services will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. Kenya Ferry Services determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by Kenya Ferry Services and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

### **2.23 Conversion to Single Currency**

2.23.1 Where other currencies are used, Kenya Ferry Services will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

### **2.24 Evaluation and Comparison of Tenders**

2.24.1 Kenya Ferry Services will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

### **2.25 Preference**

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

### **2.26 Contacting the Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 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.

### **2.27 Award of Contract**

#### **(a) Post-qualification**

2.27.1 In the absence of pre-qualification, Kenya Ferry Services will determine to its satisfaction whether the tenderer that is selected



as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event Kenya Ferry Services will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.27.4 Kenya Ferry Services 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 lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) **Procuring entity's Right to Vary quantities**

2.27.5 Kenya Ferry Services reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 Kenya Ferry Services reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

## **2.28 Notification of Award**

- 2.28.1 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.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

## **2.29 Signing of Contract**

- 2.29.1 At the same time as Kenya Ferry Services notifies the successful tenderer that its tender has been accepted, Kenya Ferry Services will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to Kenya Ferry Services.

## **2.30 Performance Security**

- 2.30.1.1 Within Thirty (30) days of the receipt of notification of award from Kenya Ferry Services, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to Kenya Ferry Services.
- 2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

## **2.31 Corrupt or Fraudulent Practices**

2.31.1 Kenya Ferry Services requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 Kenya Ferry Services will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
2.1.1	<i>Manufacturers, dealers or authorized agent of a manufacturer</i>
2.10.3	<i>Quoted price shall remain fixed throughout the contract period</i>
2.14.1	<i>Kshs 500,000 in the form prescribed in the PPADA 2015 and regulations</i>
2.17.1	<p style="text-align: center;"><u><i>Two envelopes</i></u></p> <p><i>Envelope A – Technical proposal (without prices)</i></p> <p><i>Envelope B – Financial proposal (price schedules)</i></p>
2.18.1	<i>Tuesday, 26<sup>th</sup> February 2019 at 1000 Hours</i>
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>To be prescribed to the successful bidder/ bidders but shall not exceed 10% of the contract amount</i>
2.27	<p><i>a) Procuring entity reserves the right to award the tender in whole or in part</i></p> <p><i>b) Criteria for technical evaluation shall be as below</i></p>

## Evaluation criteria

Clause 2.27.4 has been amended to include the following criteria for evaluation of the tender.

A.	MADATORY REQUIREMENTS	POINTS	
A1.	<p>a) Certified copies of statutory documents as follows: -</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation/registration</li> <li>• Current tax compliant certificate and PIN</li> <li>• Current Single Business Permit/license</li> </ul> <p>b) Undertaking in writing that the supplier shall comply with the General and Special conditions of tender.</p> <p>c) Completed business and confidential business questionnaire and declaration form duly signed and stamped.</p> <p>d) Form of tender duly filled signed and stamped</p> <p>e) Must submit a sample or catalogue (relevant documentation) of the items proposed for supply.</p> <p>f) Tender security amounting to Kshs 500,000.00 in the form prescribed in the PPADA 2015 and Regulations.</p> <p>g) Declaration that the person/ sub-contractors shall not be involved in corrupt dealing in regard to the tender.</p> <p>h) Declaration that the person/tenderer are not debarred from participating in procurement proceedings.</p>	<p>Mandatory</p> <p>Mandatory</p> <p>Mandatory</p>	

<b>B.</b>	<b>TECHNICAL CRITERIA/GENERAL REQUIREMENTS – Responsiveness to general and technical requirements of the product as per specifications</b>		
B1.	<p>Proof of financial stability - Bidders shall provide</p> <p>A complete set of certified audited accounts for the last 2 years and reference letter from banker.</p> <p>Bidders to indicate their credit terms</p> <ul style="list-style-type: none"> <li>▪ C.O.D- Not acceptable</li> <li>▪ 30 Days</li> <li>▪ 60 Days &gt;60 Days</li> </ul>	5 marks	
B2.	<p>Company profile, physical address, organizational structure and CV's of key personnel including the contact details and competence of key personnel to handle the assignment.</p> <p>Experience in similar products. Indicate at least 2 other corporate clients where similar items have been supplied including their names, volume of business , addresses and telephone of contact person and any other relevant information (attach copies of Lpos/Invoices)</p>	20 Marks	
B3.	Statement on make and country of origin of the equipment, after sales back up arrangements (warranties and repair services). Indicate warranty period.	5 marks	
B4.	State whether manufacturer, dealer or authorized agent. Provide written proof.	10 marks	
B5.	Delivery period (bidder to state the shortest delivery period for each item) and provide a written undertaking on the same.	10 marks	
	<b>TOTAL</b>	50 marks	

All information provided may be subject to confirmation by Kenya Ferry Services. Providing false information will lead to disqualification.

Bidder shall attain a minimum of 60 % to qualify for financial bid evaluation and comparison

**SECTION III: GENERAL CONDITIONS OF CONTRACT**

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## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Kenya Ferry Services and the tenderer, 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 the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) “The Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) “The Procuring entity” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement of goods.

### **3.3 Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer

### **3.4 Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.



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

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

### **3.6 Patent Rights**

- 3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

### **3.7 Performance Security**

- 3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.
- 3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.
- 3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days

following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

### **3.8 Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

### **3.10 Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

### **3.11 Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

### **3.12 Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **3.14. Assignment**

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

### **3.17 Liquidated Damages**

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 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 in an agreed national or international forum, and/or international arbitration.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

## **SECTION IV - SPECIAL CONDITIONS OF CONTRACT**

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC
  1. The successful tenderer must be ready to enter into a contract agreement for a period of two years.
  2. The Company has the right to award all, part or individual item.
  3. The successful tenderer must be ready to provide a performance bond on signing of the contract.
  4. The successful tenderer must be able to provide our requirements on **Just-In- Time** basis.
  5. The rates and prices quoted by the tenderer shall be fixed for the duration of the contract and shall not be subject to adjustment.
  6. The successful tenderer shall indemnify the company against any losses or damages due to failure of their products.

**NB – Tenderer is required to confirm in writing as part of tender requirement that they will comply with above Conditions.**

## **SECTION V - TECHNICAL SPECIFICATIONS AND PRICE SCHEDULE**

Tenders are invited from interested eligible candidates for Supply of Schottel spares for Lot1: Ferries MV Nyayo, Kilindini, Harambee, Likoni, Kwale and Lot 2: MV Jambo for a period two years under framework contract arrangement. Prices quoted shall remain unchanged throughout the contract period.

Specific quantities of requirements shall be communicated through Local Purchase Orders issued on need basis as and when required during the contract period.

Kenya Ferry Services reserves the right to award the tender in whole or in part. The company places particular emphasis on the capacity of the tenderers to perform the contract satisfactory.

## SECTION VI SCHEDULE OF REQUIREMENTS

Supply of Schottel propulsion spares for Lot1: Ferries MV Nyayo, Kilindini, Harambee, Likoni, Kwale and Lot 2: MV Jambo for a period of two years, indicating the unit price, country of origin and the period of delivery as per the list below.

<b>Lot 1:</b>					
<b>SCHOTTEL PARTS LIST FOR MV NYAYO, KILINDINI, HARAMBEE, LIKONI AND KWALE</b>					
<b>ITEM</b>	<b>POSITION</b>	<b>PART NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>
	<b>UPPER GEAR BOX</b>				
1	11	1001433	SEALING RING	2	PCS
2	15	1150640	FLANGE POWER INPUT CPL.	2	PCS
3	16	1001414	SEALING RING 160,00X 4,00	2	PCS
4	19	1002366	RETAINING RINGS FOR BORES 14	21	PCS
5	2	1001409	SEALING RING 150,00X 4,00	2	PCS
6	20	1150641	ROTARY SHAFT SEAL	2	PCS
7	21	1001486	SEALING RING 80,00X 4,00	2	PCS
8	35	1002218	SEALING RING A 27,0X 32,0 2.20	2	PCS
9	3	1039753	HEXAGON HEAD SCREW M12X 25	6	PCS
10	5	1020563	SEALING RING 220,00X 4,00	2	PCS
11		1097482	SET OF BEVEL GEARS	2	SET
	<b>SRP 170</b>				
11	10	1086681	LINER	2	PCS
12	11	1020563	SEALING RING 220,00X 4,00	2	PCS
13	12	1001717	ROTARY SHAFT SEAL	4	PCS
14	19	1001460	SEALING RING 297,00X 4,00	2	PCS
15	20	1000317	HEXAGON HEAD BOLT M16X 60	32	PCS
16	21	1001453	SEALING RING 265,00X 4,00	2	PCS
17	23	1018718	SPRING TYPE STRAIGHT PIN	12	PCS
18	26	1102643	SEALING RING 129,00X 4,00	2	PCS
19	27	1087230	SPRING TYPE STRAIGHT PIN	2	PCS
20	28	1086504	PARALLEL KEY	2	PCS
21	30	1001388	SEALING RING 110,00X 4,00	2	PCS
22	31	1000480	HEXAGON HEAD BOLT M20X 80	6	PCS
23	32	1000866	HEXAGON SOCKET HEAD CAP SCREW	12	PCS
24	41	1001433	SEALING RING 192,00X 4,00	2	PCS
25	44	1005989	USIT-RING U34,3X43,0X2,0	2	PCS
26	51	1000720	HEXAGON HEAD SCREW M12X 40	8	PCS
27	52	1001494	SEALING RING 100,00X 4,00	2	PCS



28	54	1005965	SPRING TYPE STRAIGHT PIN	2	PCS
29	55	1015942	BUSH FOR PLAIN BEARING	2	PCS
30	56	1095360	ROTARY SHAFT SEAL 14.52	2	PCS
31	63	1026044	SEALING RING 145,00X 3,00	2	PCS
32	64	1000702	HEXAGON HEAD SCREW M 6X 20	10	PCS
33	65	1001101	ROTARY SHAFT SEAL	4	PCS
34	76	1037606	SEALING RING 93,00X 4,00	2	PCS
	<b>COUPLING</b>				
35		1093511	TOOTHED RIM 20.35	2	PCS
36	82	1001494	SEALING RING 100,00X 4,00	2	PCS
37	88	1091404	CIRCLIP FOR BORE SB 100	2	PCS
	<b>HYDRO STEERING DRIVE</b>				
38	1	1069156	HYDRO-MOTOR	2	PCS
39	13	1007800	MALE STUD COUPLING	8	PCS
40	14	1179460	LOAD HOLDING VALVE	2	PCS
41	17	1008093	HOSE ASSEMBLY	2	PCS
42	18	1007105	STRAIGHT COUPLING	2	PCS
43	21	1008084	HOSE ASSEMBLY	4	PCS
44	22	1007106	STRAIGHT COUPLING	4	PCS
45	4	1045069	SEALING RING 24,90X 3,53	4	PCS
46	5	1011624	SEALING RING A 17,0X 21,0	4	PCS
	<b>OIL TANK</b>				
47	11	1012099	FLOAT SWITCH	1	PCS
48	14	1012653	OIL GAUGE GLASS R 1 1/2 Z	2	PCS
49	177	1180874	INDUCTIVE SWITCH, CPL.	2	PCS
50	15	1107494	VENTILATOR CPL.	1	PCS
	<b>LOWER GEAR BOX</b>				
51	20	1001518	SEALING RING 340,00X 4,00	2	PCS
52	21	1000858	HEXAGON SOCKET HEAD CAP SCREW	32	PCS
53	2	1000853	HEXAGON SOCKET HEAD CAP SCREW	16	PCS
54	24	1086557	CIRCLIP FOR BORE SB 153	2	PCS
55	30	1093150	USIT-RING U60,7X73,0X3,0	2	PCS
56	3	1001423	SEALING RING 170,00X 4,00	2	PCS
57	5	1086290	ROTARY SHAFT SEAL	6	PCS
58	6	1086382	LINER	2	PCS
	<b>RETURN OIL FILTER</b>				
59	1	1091770	FILTER INSERT	2	PCS
60	5	1001363	SEALING RING 75,00X 3,00	2	PCS
61	6	1076109	SEALING RING 68,00X 4,00	2	PCS
62	7	1001322	SEALING RING 24,00X 3,00	2	PCS
63	8	1109675	CONTAMINATION INDICATOR	2	PCS
64	4	1012099	FLOAT SWITCH	2	PCS
65	15	1008062	HOSE ASSEMBLY	2	PCS

66	17	1026903	GASKET DN 15 PN 6	2	PCS
67	24	1002214	SEALING RING A 22,0X 27,0	2	PCS
68	25	1002224	SEALING RING A 48,0X 55,0	2	PCS
69	31	1050384	MANOMETER	2	PCS
70	32	1079631	HOSE ASSEMBLY	2	PCS
71	35	1088603	SEALING RING	2	PCS
72	36	1010956	GASKET	2	PCS
	<b>PRESSURE FILTER</b>				
73		1091271	FILTER INSERT	2	PCS
74		1207267	CONTAMINATION INDICATOR	2	PCS
75		1175001	SEALING KIT 304633	2	SET
76	9	1033337	SEALING CORD	2	PCS
77	13	1152673	PRESSURE SWITCH -5- 70BAR- G1/4	2	PCS
78	2	1112830	DIRECTIONAL SPOOL VALVE	2	PCS
79	43	1148953	PRESSURE SWITCH 25-250BAR- G1/	2	PCS
	<b>HY PUMP AGGREGATE X190150</b>				
80	11	1008084	HOSE ASSEMBLY	4	PCS
81	15	1019382	REDUCING CONNECTION	2	PCS
82	16	1008082	HOSE ASSEMBLY	2	PCS
83	18	1007108	STRAIGHT COUPLING	2	PCS
84	19	1007106	STRAIGHT COUPLING	4	PCS
85	21	1013798	MALE STUD COUPLING	2	PCS
86	7	1081209	HYDRO-PUMP	2	PCS
87	10	1008095	HOSE ASSEMBLY	2	PCS
88	101	1000367	EXTERNAL PLATE	12	PCS
89	102	1000368	INTERNAL PLATE	14	PCS
90	108	1002398	DISC SPRING A 35,5 GR2	336	PCS
91	220	1001615	GASKET	2	PCS
92	306	1015777	NEEDLE ROLLER BEARING	4	PCS
93	307	1004084	DEEP GROOVE BALL BEARING	2	PCS
94	308	1015778	DEEP GROOVE BALL BEARING	2	PCS
95	309	1004157	TAPERED ROLLER BEARING	4	PCS
96	310	1039768	ROTARY SHAFT SEAL	2	PCS
97	318	1002203	SEALING RINGS	2	PCS
98	319	1011622	SEALING RING A 14,0X 18,0	2	PCS
99	321	1002217	SEALING RINGS	2	PCS
100	232	1010949	SEALING RING 15,00X 2,50	4	PCS
101	325	1005975	USIT-RING U16,7X24,0X1,5	2	PCS
102	326	1008454	LIP SEAL 170X200X15X7,5	2	PCS
103	327	1015781	V-RING V- 70S	2	PCS
104	332	1001388	SEALING RING 110,00X 4,00	2	PCS
105	333	1039769	ROTARY SHAFT SEAL	2	PCS
106	334	1006872	HOSE ASSEMBLY	2	PCS
107	340	1001378	SEALING RING 94,00X 3,00	2	PCS

	<b>SWITCH CABINET X204623</b>				
108		1115903	AMPLIFIER	2	PCS
109		1125591	POWER DIODE PLUS	2	PCS
110		1047533	DIODE	12	PCS
111		1151111	UNDERVOLTAGE RELAYS	4	PCS
112		1151646	RELAY	12	PCS
113		1155226	DIGITAL INPUT MODULE 8XDI 3MS	2	PCS
114		1155228	DIGITAL OUTPUT MODULE 8XDO 0,5	2	PCS
115		1166167	IMPULSE STORING RELAYS	2	PCS
116		1167520	LOGIK MODUL CONTROL BUS	2	PCS
117		1167522	DCM RPM CONTROL	2	PCS
118		1167524	DCM STEERING	2	PCS
119		1167526	DCM FOR EXTERN SYSTEMS	2	PCS
120		1168411	DPV STEERING	2	PCS
121		1170790	RELAY CONNECTION 1POLIG 24VDC	32	PCS
122		1172147	RAMP GENERATOR	2	PCS
123		1179008	DPV NFU steering	2	PCS
124		1179940	DCM INDICATION	2	PCS
125		1193931	WAGO WARINING UNIT	2	PCS
	<b>PANEL DESK X204624</b>				
126		1192919	SPEED INDICATOR	2	PCS
127		1155994	THRUST DIRECTION INDICATOR	2	PCS
128		1166167	IMPULSE STORING RELAYS	2	PCS
129		1169697	INTERFACE MODULE X9	2	PCS
130		1190571	FUSE F315 MA	2	PCS
	<b>CLUTCH K155</b>				
				QTY	UNIT
NO		PART NO	DESCRIPTION		
1		1086571	CONNICAL ROLLER BEARING	6	PCS
2		1053070	FEEDBACK UNIT	3	PCS
3		1037032	CLUTCH	1	PCS
4		1000368	OUTER PLATE	18	PCS
5		1000367	INNER PLATE	21	PCS
6		1037028	BEARING FANGED HOUSING	4	PCS
7		1014262	PISTON	2	PCS
8		1090817	RADIAL SEAL	4	PCS
9		1015781	V RING SEAL	4	PCS
10		1086290	RADIAL SEAL	4	PCS
11		1004084	BALL BEARING	3	PCS
12		1015777	NEEDLE BEARING	6	PCS
13		1008454	PISTON SEAL	2	PCS
14		1015778	BALL BEARING	3	PCS

15		1004157	TAPPER CONICAL BEARING	6	PCS
16		1014270	SHAFT ASSEMBLY	2	PCS
17		10044717	RADIAL SEAL	4	PCS
18		1037027	BELL HOUSING	2	PCS
			<b>DESCH K-200</b>		
NO		PART NO	DESCRIPTION	QTY	UNIT
1	1181897	81	ANTI -FRICTION BEARING	6	PCS
2	1181591	3	INNER DISC	6	PCS
3	1181903	61	PISTON	8	PCS
4	1182049	59	U-PACKING RING C2-220/200X14	8	PCS
5	1182050	60	U-PACKING RING C1-200/220X14	8	PCS
6	1181899	42	ANTI-FRICTION BEARING	6	PCS
7	1181898	55	ANTI-FRICTION BEARING	6	PCS
8	1181592	27	FRICTION DISC	12	PCS
9	1181486	44	DISC	2	PCS
10	1181588	80	RING	2	PCS
11		126	ANTI-FRICTION BEARING	4	PCS
12	1181897	81	ANTI-FRICTION BEARING	4	PCS
13	1181896	85	SUPPORTING DISC	2	PCS
14	1181735	74	PRESSURE RING	2	PCS
15	1181901	53	GUIDE SLEEVES	2	PCS
16	1181734	46	PRESSURE SPRINGS	36	PCS
17		1098894	HYDRAULIC PUMP	2	PCS
18		1122950	VULKAN-L-COUPLING L2802	6	PCS
19		1121830	V-BELTS SPB 1550	8	PCS
20		1082951	PULLEY	4	PCS
21		1031034	FILTER HP P14205	4	PCS
22		1091684	RETURN OIL FILTER	4	PCS
24		DRW NO.1146983	FEEDBACK UNIT TYPE-SST2000	4	PCS
25		1154691	VULCARDAN COUPLING L4114	6	PCS
26	1182017	40/20, 4X1, LA35	DISHED SPRINGS	972	PCS
27		1167485	SWITCH BOX	1	PCS
28		1148645	ISOLATION AMPLIFIER PROG	6	PCS
29		1069763	STOP ANGLE	6	PCS
30		1148728	CONTROL ELEMENT	6	PCS
31		1150424	RELAY	20	PCS
32		1150430	PLUG SOCKET	20	PCS
33		1150435	PLUG SOCKET	20	PCS
34		1150432	PLUG SOCKET 1150430	20	PCS
35		1104909	SET OF WORM WHEEL	4	PCS
36		1086698	DISK	3	PCS
37		1021307	HEXAGON SOCKETHEAD CAP SCREW	32	PCS
38		1021889	SPRINGTYPE STRAIGHT PIN	4	PCS
39		1108762	WORM WHEEL	4	PCS
40		1108781	SHAFT	4	PCS

41		1086449	COUPLING	8	PCS
42		1086572	TAPPERED ROLLER BEARING	8	PCS
43		1108801	CYLINDRICAL ROLLER BEARING	10	PCS
44		1002138	PARALLEL KEYS A 10X8X40	6	PCS
45		1088888	SHIM 280.0X299.0X0.10	6	PCS
46		1088889	SHIM 280.0X299.0X0.15	6	PCS
47		1088890	SHIM 280.0X299.0X0.30	6	PCS
48		1088891	SHIM 280.0X299.0X0.50	4	PCS
49		1150338	SPEED MODULE	4	PCS
50		1144745	FREQUENCY MODULE DZE 4.0	4	PCS
51		1138736	ELECTRICAL MODULE	4	PCS
52		1138738	ELECTRONIC MODULE DPV 2.0	4	PCS
53		1150425	THROW-OVER RELAY	4	PCS
54		1150436	RELAY	4	PCS
55		1150335	SPEED MODULE DCM 2.0	4	PCS
56		1000741	HEXAGON HEAD SCREW M16X45	6	PCS
57		1031745	SWITCHING AMPLIFIER	2	PCS
58		1058028	GEARED MOTOR COMPL	4	PCS
59		1088625	CYLINDRICAL ROLLER BEARING	8	PCS
60		1091601	MOUNTING RING	8	PCS
61		1041340	CARDAN SHAFT	1	PCS
62		1088104	HYDRO PUMP COMPLETE	1	PCS
63		1086522	OIL TRANSPORT WORM	1	PCS
64		1151649	PLUG SOCKET	1	PCS
65		1026045	RELAY	1	PCS
66		1079633	POTENTIOMETER	1	PCS
67		1130232	MOUNTING SET	1	PCS
68		1086933	HYDRO STEERING DRIVE	1	PCS
69		1008104	NEEDLE ROLLERBEARING	1	PCS
70		1002378	RETAINING RING FOR BORE	1	PCS
71		1086595	DEEP GROOVE BEARING	1	PCS
72		1002286	RETAINING RING FOR SHAFT	1	PCS
73		1004017	CYLINDRICAL ROLLER BEARING	1	PCS
74		1050353	THRUST ROLLER BEARING	1	PCS
75		1086390	SPACER	1	PCS
76		1086391	LOCATING PIN	1	PCS
77		1002515	TENSION SPRING	1	PCS
78		1004148	TAPERED ROLLER BEARING	1	PCS
79		1004131	TAPERED ROLLER BEARING	1	PCS
80		1083648	TAPERED ROLLER BEARING	1	PCS
81		1005337	SELF-ALIGNING ROLLER BEARING	1	PCS
82		1004121	TAPERED ROLLER BEARING	1	PCS
83		1004123	TAPERED ROLLER BEARING	1	PCS
84		1004128	TAPERED ROLLER BEARING	1	PCS
85		1065715	BACK STOP	1	PCS
	<b>DESCH DRAWING NO 0590796-1</b>				

	<b>33297062</b>				
88		1181736	PRESSURE PLATE	3	PCS
89		1181733	CLUTCH HUB	3	PCS
90		1181587	GUIDE BOLT	18	PCS
91		1181901	GUIDE SLEEVE	18	PCS

<b>Lot 2:</b>					
<b>SCHOTTEL SPARE PARTS LIST FOR MV JAMBO</b>					
<b>ITEM</b>	<b>Pos. No</b>	<b>ITEM CODE</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>
		<b>SRP DWG 1220478</b>			
1	4	1129658	LINER	2	
2	5	1091979	NEEDLE ROLLER BEARING	2	
3	6	1129654	MOUNTING RING	2	
4	8	1129656	RING	2	
5	9	1101588	ROTARY SHAFT SEAL	4	
6	10	1100523	CIRCLIP	2	
7	11	1129677	DEEP GROOVE BALL BEARING	2	
8	12	1020514	O-RING	2	
9	16	1227399	WORM WHEEL	2	
10	17	1013240	WASHER	32	
11	18	1000635	HEXAGON BOLT M16X 80	32	
12	19	1129689	SPRING PIN	16	
13	20	1041532	O-RING	2	
14	21	1000658	HEXAGON BOLT M20X100	48	
15	22	1129682	WORM SHAFT	2	
16	23	1129678	CYLINDRICAL ROLLER BEARINGS	2	
17	24	1002298	CIRCLIP	2	
18	25	4060909	TAPERED ROLLER BEARING	2	
19	26	1129663	SLOTTED NUT	2	
20	27	1129523	WORM	2	
21	28	1005965	SPRING TYPE STRAIGHT PIN	2	
22	30	1093865	BUSH	2	
23	31	1001107	ROTARY SHAFT SEAL	2	
24	32	1129522	WORM WHEEL SHAFT	2	
25	33	1015680	HEXAGON SOCKET SET SCREW	2	
26	34	1086889	SHIM 20,5X 30,0X2,50	2	
27	35	1001366	O-RING	2	
28	37	1001101	ROTARY SHAFT SEAL	2	
29	38	1000702	HEXAGON BOLT M 6X 20	16	
30	40	1005958	SPRING TYPE STRAIGHT PIN	4	
31	41	1096189	COUPLING WITH CURVED TEETH	2	
32	47	1001408	O-RING	2	

33	50	1134228	HY MOTOR	2	
34	54	1013474	SPRING TYPE STRAIGHT PIN	2	
35	55	1053233	HEXAGON HEAD SCREW	60	
36	56	1093860	PARALLEL KEY	2	
37	57	1220909	PROPELLER, RIGHT, PUSH	2	
38	58	1001395	O-RING	2	
39	60	1093862	HEXAGON SOCKET HEAD CAP SCREW	6	
40	61	1139987	O-RING	2	
41	62	1001419	O-RING	2	
42	63	1002239	HEXAGON HEAD SCREW PLUG	16	
43	66	1011618	USIT-RING U26,7X35,0X2,0	16	
44	70	1001394	O-RING	2	
45	71	1002364	CIRCLIP	2	
46	72	1129671	GASKET	2	
47	74	1002170	PARALLEL KEY	2	
48	75	1001400	O-RING	2	
49	77	1129693	RADIAL SEAL	2	
50	78	1070697	HEXAGON SOCKET HEAD CAP SCREW	8	
51	79	1024854	ROUND CORD SEAL	1	
52	84	1130286	DISK	2	
53	95	1024856	ROUND CORD SEAL	3	
54	109	1000936	ALLEN BOLT	24	
55	126	1132337	LEVEL INDICATOR	2	
56	127	1007340	WASHER	48	
57	131	1129657	CLAMPING RING	2	
58	133	1093016	GLAND PACKING, ARAMID 10X10	3	
59	187	1226772	INDUCTIVE SWITCH, CPL.	4	
60	188	1070772	WASHER	8	
61	190	1021321	HEXAGON SOCKET HEAD CAP SCREW	8	
62	206	1130839	HEXAGON SOCKET HEAD CAP SCREW	24	
63	207	1000338	HEXAGON BOLT M10X 30	24	
64	208	1129691	O-RING	2	
65	209	1000638	HEXAGON BOLT M16X 90	32	
66	210	1219935	SPRING PIN SM	28	
67	211	1129655	SEGMENT	6	
68	235	1212939	MOUNTING LOAD HOLDING VALVE	2	
69	241	1015594	MALE STUD COUPLING	2	
70	243	1008093	HOSE ASSEMBLY	2	
71	244	1007105	STRAIGHT COUPLING	2	
72	245	1018147	BLANKING PLUG	2	
73	306	1107494	VENTILATOR CPL.	2	
74	307	1014647	HEXAGON HEAD SCREW	24	
75	308	1115337	OIL GAUGE R1 SK 22 L	2	
76	309	1007119	REDUCING ADAPTOR	2	

77	310	1178890	GLASS THERMOMETER 0-160 C	2	
78	311	1137923	TEMPERATURE SWITCH	2	
79	312	1189107	O-RING	2	
80	313	1026149	STUD STANDPIPE COUPLING	2	
81	314	1155440	MALE STUD COUPLING	2	
82	315	1115338	BALL VALVE, SPRING RETURN	2	
		<b>UGB ID 1219516 / DWG 1219515</b>			
83	2	1131629	SET OF BEVEL GEARS	2	
84	3	1091978	TAPERED ROLLER BEARING	2	
85	4	1091976	TAPERED ROLLER BEARING	4	
86	5	1091977	TAPERED ROLLER BEARING	2	
87	6	1096793	SPACER	2	
88	7	1096792	SPACER	2	
89	9	1042320	HEXAGON SOCKET HEAD CAP SCREW	8	
90	10	1001473	O-RING	2	
91	11	1001105	ROTARY SHAFT SEAL	2	
92	13	1093315	SHIM 271,0X340,0X6,00	2	
93	14	1043355	O-RING	2	
94	15	1021342	HEXAGON SOCKET HEAD CAP SCREW	16	
95	17	1002301	CIRCLIP	4	
96	18	1148603	ROTARY SHAFT SEAL	2	
97	19	1129820	BACKSTOP	2	
98	21	1001377	O-RING	2	
99	22	1129065	DISK	2	
100	23	1012557	HEXAGON SOCKET HEAD CAP SCREW	6	
101	24	1086619	COVER	2	
102	25	1001409	O-RING	2	
103	26	1039753	HEXAGON HEAD SCREW	6	
104	27	1122053	OIL LEVEL SENSOR P-MAX SWITCH.	2	
105	28	1002210	SEALING RING	4	
106	29	1187381	CABLE WITH PLUG	2	
107	31	1022357	HEXAGON HEAD SCREW PLUGS	2	
108	33	1002237	HEXAGON HEAD SCREW PLUG	2	
109	34	1002218	SEALING RING	2	
110	35	1002219	SEALING RING	2	
111	36	1041532	O-RING	2	
112	42	1002213	SEALING RING	2	
113	43	1002236	HEXAGON HEAD SCREW PLUG	2	
114	44	1125717	HEXAGON HEAD SCREW PLUG	4	
115	45	1034755	SEALING RING	4	
		<b>LGB ID 1162958 / DWG 1129338</b>			
116	2	1136845	SET OF BEVEL GEARS CPL.	2	



117	3	1091976	TAPERED ROLLER BEARING	2	
118	4	1091875	CONICAL ROLLER BEARING	2	
119	5	1077051	TAPERED ROLLER BEARING	2	
120	6	1103055	THRUST ROLLER BEARING	2	
121	7	1112849	CYLINDRICAL ROLLER BEARINGS	2	
122	8	1093223	SHIM 250,0X276,0X6,00	2	
123	9	1093316	SPACERRING	2	
124	10	1091998	SLOTTED NUT M 80X2,0	2	
125	11	1091849	LINER	2	
126	12	1001396	O-RING	2	
127	13	1090945	ROTARY SHAFT SEAL	6	
128	15	1001512	O-RING	2	
129	16	1076108	HEXAGON SOCKET HEAD CAP SCREW	12	
130	17	1129189	SPACERRING	2	
131	19	1000939	ALLEN BOLT	24	
132	20	1102555	CAP	2	
133	21	1000899	ALLEN BOLT	24	
134	22	1000899	ALLEN BOLT	16	
135	23	1100762	CYLINDRICAL PIN	2	
136	25	1000899	ALLEN BOLT	12	
137	26	1129157	DISK	2	
138	27	1003734	SPRING	12	
139	29	1020515	O-RING	2	
140	30	1129158	SEGMENT	12	
141	31	1026387	O-RING	2	
142	32	1027192	HEXAGON HEAD SCREW PLUG	2	
143	33	1093150	USIT-RING U60,7X73,0X3,0	2	
144	34	1157938	HEXAGON SOCKET SET SCREW	6	
145	37	1020523	O-RING	2	
146	38	1099472	HEXAGON SOCKET HEAD CAP SCREW	28	
		<b>FEEDBACK UNIT</b>			
147		1146983	FEED BACK UNIT	1	
		<b>HYDRO AGGREGATE ID 1211880</b>			
148	5	1123990	DIRECTIONAL SPOOL VALVE	2	
149	14	1152673	PRESSURE SWITCH 6,0-50BAR	2	
150	21	1002213	SEALING RING	2	
		<b>HYDRO AGGREGATE ID 1211881</b>			
151	7	1009200	THROUGH WAY VALVE	2	
152	9	1010956	GASKET	2	
153	10	1088603	SEALING RING	2	
154	14	1008062	HOSE LINE	2	
155	18	1085873	FILLER FILTER	2	
156	19	1007332	WASHER	10	

157	21	1209858	FILTER INSERT	2	
158	21	1209859	CLOGGING INDICATORS	2	
159	21	1209860	SEALING KIT PI 50004-10 NBR	2	
160	25	1026903	GASKET DN 15 PN 6	2	
161	26	1002214	SEALING RING	2	
162	29	1106755	FILTER INSERT	2	
163	29	1209856	SEALING KIT PI 3605-3611	2	
164	29	1209857	CLOGGING INDICATORS	2	
165	39	1171122	CONE REDUCER CONNECTION	2	
166	40	1148953	PRESSURE SWITCH 40,0-400,0 BAR	2	
167	43	1002224	SEALING RING	2	
168	44	1210045	FLOAT SWITCH WITH TEMP.	2	
169	48	1113668	GASKET	2	
		<b>HY-PUMP ID 1178442/DWG 1129976</b>			
170	1	1178422	HY-PUMP	2	
171	4	1096375	MALE STUD ELBOW	2	
172	5	1146865	MALE STUD COUPLING	2	
173	6	1026796	MALE STUD COUPLING	2	
174	7	1043474	MALE STUD COUPLING	2	
175	11	1029759	STRAIGHT COUPLING	2	
176	12	1007106	STRAIGHT COUPLING	2	
177	13	1006998	STRAIGHT REDUCING COUPLING	2	
178	14	1007105	STRAIGHT COUPLING	2	
179	15	1083423	HOSE ASSEMBLY	2	
180	16	1008084	HOSE ASSEMBLY	2	
181	17	1008088	HOSE ASSEMBLY	2	
182	29	1008059	STRAIGHT COUPLING	2	
183	30	1015933	HOSE ASSEMBLY	2	
		<b>COUPLING</b>			
184	3	1103152	COUPLING, ELASTIC VULASTIK-L	2	
185	8	1137923	TEMPERATURE SWITCH	2	
186	10	1005979	USIT-RING U20,7X28,0X1,5	2	
187	11	1040519	ADAPTER	2	
188	12	1002217	SEALING RING	2	
		<b>CLUTCH 1037034</b>			
189	101	1000367	EXTERNAL PLATE	14	
190	102	1000368	INTERNAL PLATE	16	
191	105	1001631	PARALLEL KEY	4	
192	106	1031525	FLANGE	2	
193	107	1001006	HEXAGON NUT M 12	16	
194	108	1002398	DISC SPRING A 35,5 GR2	368	
195	109	1001006	HEXAGON NUT M 12	16	
196	207	1014262	PISTON	2	
197	209	1023073	LINER	2	
198	210	1001620	BUSH	16	

199	211	1001625	PARALLEL KEY	4	
200	214	1002811	SHIM 125,0X149,0X0,50	2	
201	214	1002810	SHIM 125,0X149,0X0,30	2	
202	214	1002809	SHIM 125,0X149,0X0,15	2	
203	214	1002808	SHIM 125,0X149,0X0,10	2	
204	215	1025185	SHOULDER STUD	6	
205	217	1001614	SCREW PLUG	2	
206	219	1001618	DISK	2	
207	220	1001615	GASKET	2	
208	223	1014268	THRUST BUSHING,ASSY	2	
209	301	1015025	SEALING EXPANDING CAPS 80	2	
210	302	1000706	HEXAGON BOLT M 8X 50	12	
211	303	1002303	CIRCLIP	2	
212	304	1010029	CIRCLIP	2	
213	305	1002374	CIRCLIP	2	
214	306	1015777	NEEDLE ROLLER BEARING	4	
215	307	1004084	DEEP GROOVE BALL BEARING	2	
216	308	1015778	DEEP GROOVE BALL BEARING	2	
217	309	1004157	TAPERED ROLLER BEARING	4	
218	310	1039768	ROTARY SHAFT SEAL	2	
219	318	1002203	SEALING RING	2	
220	319	1011622	SEALING RING	2	
221	321	1002217	SEALING RING	2	
222	322	1007070	HEXAGON HEAD SCREW PLUGS	2	
223	323	1010949	O-RING	4	
224	324	1215145	HEXAGON SOCKET SET SCREW	4	
225	325	1005975	USIT-RING U16,7X24,0X1,5	2	
226	326	1008454	LIP SEAL 170X200X15X7,5	2	
227	327	1015781	V-RING	2	
228	328	1022238	MUSHROOM-TYPE VENT	2	
229	329	1006961	VENT SCREW	2	
230	330	1010473	ROUND AND HEAD GROOVED PIN	8	
231	331	1137007	HEXAGON HEAD BOLT	16	
232	332	1001388	O-RING	2	
233	333	1039769	ROTARY SHAFT SEAL	2	
234	339	1015681	HEXAGON SOCKET SET SCREW	4	
235	340	1001378	O-RING	2	
236	353	1208167	PRESSURE SWITCH, MOUNTING	2	
237		1006872	HOSE ASSEMBLY	2	
238		1007104	STRAIGHT COUPLING	2	
239		1008674	THROTTLE CHECK VALVE	2	
		<b>CONSUMABLES</b>			
240		1058474	ADHESIVE	6	
241		1048197	ADHESIVE, THREADLOCKING	6	

242		1096549	AMBLYGON TA 15/2	2	
243		1124561	ANODE 233-Z	8	
244		1209858	FILTER INSERT	4	
		<b>ELECTRICAL</b>			
245		1156514	THRUST DIRECTION INDICATOR	1	
246		1198280	RPM-INDICATOR	1	
247		1190438	SPARE PARTS, ELECTRIC SYSTEM	2	
248		1144683	CAN SENSOR	2	
249		1179940	DCM INDICATION	1	
250		1167526	DCM FOR EXTERN SYSTEMS	1	
251		1174848	CONVERTER BIPOLAR	2	
252		1172147	RAMP GENERATOR	1	
253		1179580	CURRENT CONTROL 0-10V/4-20MA	1	
254		1179008	DPV NFU STEERING	1	
255		1115903	AMPLIFIER	1	
256		1207005	AUTOMATIC FUSE B6A SINGEL	1	
257		1166167	IMPULSE STORING RELAIS	1	
			<b>CLUTCH K-305</b>		
258		1037033	CLUTCH ASSY	1	

**Note:**

**1.) Rates shall be in Kenya shillings.**

**2.) In case of discrepancy between unit price and total, the unit price shall prevail.**

**SECTION VII - PRICE SCHEDULE FOR GOODS**

Name of tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Tenders are invited from interested firms for Supply of Marine spares for a period two years as per the list herein.

## **SECTION VIII - STANDARD FORMS**

### **Notes on the sample Forms**

1. Form of TENDER (Technical bid) - The form of tender must be completed by the tenderer and submitted with the tender documents comprising envelope A. It must also be duly signed by duly authorized representatives of the tenderer.
2. Form of TENDER (Financial bid) -The form of tender must be completed by the tenderer and submitted with the tender documents comprising envelope B. It must also be duly signed by duly authorized representatives of the tenderer.
3. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
4. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
5. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
6. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
7. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
8. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

**1. TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ *Date*]

To: *Kenya Ferry Services ltd*

Ladies/Gentlemen:

We, the undersigned, offer to supply and deliver marine spares in accordance with your Request for tenders dated 13<sup>th</sup> March 2014 and our tender. We are hereby submitting our bid, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-].

We understand you are not bound to accept any Proposal that you receive.

We remain,

Yours sincerely,

\_\_\_\_\_ *[Authorized Signature]:*

\_\_\_\_\_ *[Name and Title of Signatory]*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address:]*

8.2 **FORM OF TENDER**

**1. FINANCIAL BID SUBMISSION FORM**

Date \_\_\_\_\_

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

To: Kenya Ferry services ltd

Gentlemen /Ladies:

1. Having examined the tender documents including Addenda Nos. .... *[Insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver, (*insert category and description*) in conformity with the said tender documents for the sum of .....  
( *total tender amount in words and figures for the categories*) 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 deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ..... (*Kenya Ferry services ltd*).
4. We agree to abide by this 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.
5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.
6. We understand that you are not bound to accept the lowest or any tender you may receive.

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



\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**8.2 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 applied 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. .... Fax ..... E  
mail .....

Nature of Business .....

Registration Certificate No. ....

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	
Details		Citizenship	
Shares			
1. ....			
2. ....			

	3. .... 4. ....																												
<b>Part 2 (c ) – Registered Company</b>																													
Private or Public ..... State the nominal and issued capital of company- Nominal Kshs ..... Issued Kshs ..... Given details of all directors as follows																													
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%; text-align: center;">Name</th> <th style="width: 35%; text-align: center;">Nationality</th> <th style="width: 15%; text-align: center;">Citizenship</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Details</td> <td style="text-align: center;">Shares</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">1.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality	Citizenship	Details	Shares			1.	.....	.....	.....	2.	.....	.....	.....	3.	.....	.....	.....	4.	.....	.....	.....	5.	.....	.....	.....	
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3.	.....	.....	.....																										
4.	.....	.....	.....																										
5.	.....	.....	.....																										
Date .....Signature of Candidate .....																													

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration.

### 8.3 TENDER SECURITY FORM

Whereas ..... [*Name of the tenderer*]  
(Hereinafter called “the tenderer”) has submitted its tender dated .....  
[*Date of submission of tender*] for the supply, installation and commissioning  
of ..... [*Name and/or description of the equipment*]  
(Hereinafter called “the Tender”) ..... KNOW  
ALL PEOPLE by these presents that WE ..... of  
..... having our registered office at  
..... (Hereinafter called “the Bank”), are bound unto .....  
[*Name of procuring entity*] (Hereinafter called “the Procuring entity”) in the  
sum of ..... For which payment well and truly to be  
made to the said Procuring entity, the Bank binds itself, its successors, and  
assigns by these presents. Sealed with the Common Seal of the said Bank  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
[*Signature of the bank*]  
(Amend accordingly if provided by Insurance Company)

#### **8.4 CONTRACT FORM**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between ..... [*name of Procurement entity*] of ..... [*Country of Procurement entity*] (Hereinafter called “the Procuring entity) of the one part and ..... [*Name of tenderer*] of ..... [*City and country of tenderer*] (Hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of ..... [*Contract price in words and figures*] (Hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) The tender form and the price schedule submitted by the tenderer
  - (b) The schedule of requirements
  - (c) The technical specifications
  - (d) The general conditions of contract
  - (e) The special conditions of contract; and
  - (f) The Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_)

*(Amend accordingly if provided by Insurance Company)*

**8.5 PERFORMANCE SECURITY FORM**

To .....  
*[name of Procuring entity]*

WHEREAS ..... *[name of tenderer]* (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. \_\_\_\_\_  
\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_ to supply ..... *[description of goods]*  
(hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of ..... *[amount of the guarantee in words and figure]* and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]* as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed and seal of the Guarantors

\_\_\_\_\_  
*[name of bank or financial institution]*

\_\_\_\_\_  
*[address]*

\_\_\_\_\_  
*[date]*

**8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, ..... [name and address of tenderer](hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of ..... [amount of guarantee in figures and words].

We, the ..... [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding ..... [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until ..... [date].

Yours truly,

Signature and seal of the Guarantors

---

[name of bank or financial institution]

---

*[address]*

---

*[date]*

**8.7 MANUFACTURER’S AUTHORIZATION FORM**

To *[name of the Procuring entity]* .....

WHEREAS .....*[ name of the manufacturer]* who are established and reputable manufacturers of ..... *[Name and/or description of the goods]* having factories at ..... *[Address of factory]* do hereby authorize ..... *[Name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. .... *[Reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[Signature for and on behalf of manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.



**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_  
\_\_\_\_\_

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

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

**SIGNED FOR ACCOUNTING OFFICER**