



KENYA FERRY SERVICES LIMITED

INVITATION TO TENDER

TENDER NO. KFS/CCM/05/05/2018

**PROVISION OF CASH COLLECTION AND
MANAGEMENT SERVICES**

KENYA FERRY SERVICES LTD

P.O. Box 96242-80110

MOMBASA KENYA, EAST AFRICA

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SECTION I – INVITATION TO TENDER

Date: 23RD MAY 2018

Tender Ref No: KFS/CCMS/01/05/2018

Tender name: PROVISION OF CASH COLLECTION AND MANAGEMENT SERVICES.

The Kenya Ferry Services Ltd invites sealed tenders from eligible candidates for the provision of cash collection and cash management services.

Interested eligible candidates may obtain further information and the complete tender document from the Procurement office located at the headquarters at Peleleza, Mainland south, Likoni, during normal working hours upon payment of **Kshs 1,000/=** in form of cash or bankers' cheque for hard copies. **Soft copies may be downloaded from the company website free of charge.**

Prices quoted shall be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for period of (60) days from the closing date of the tender.

Completed tender documents in plain sealed envelopes clearly marked "Provision of cash collection and management services" Tender No. **KFS/CCMS/05/05/2018** and addressed to the under signed should be deposited in the Tender box located at the reception area at Kenya Ferry Services headquarters at Peleleza Mainland South, Likoni, so as to be received on or before **FRIDAY 8TH JUNE 2018 at 1000 hrs.**

**PROCUREMENT & SUPPLIES MANAGER
KENYA FERRY SERVICES LTD,
P.O. BOX 96242 – 80110,
LIKONI – MOMBASA.**

The method of submission will be as prescribed in the tender document. Technical bids will be opened immediately after the closing time in the presence of tenderers' representatives who choose to attend at Kenya Ferry services headquarters at Peleleza mainland South Likoni. Failure of a bidder to submit tender in the format prescribed in the tender document (Separate financial and Technical bids) will lead to disqualification.

Bidders or their representatives are invited to attend and witness.

Late applicants shall not be considered.

**Procurement & Supplies Manager
For: Managing Director**

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. The Kenya Ferry Services Ltd's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 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 the Kenya Ferry Services Ltd to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4.** Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

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 Kenya Ferry Services Ltd, 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.5,000/=
- 2.2.3** The Kenya Ferry Services Ltd shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders

- i) Instructions to tenderers
- ii) General Conditions of Contract
- iii) Special Conditions of Contract
- iv) Schedule of Requirements
- v) Details of service
- vi) Form of tender
- vii) Price schedules
- viii) Contract form
- ix) Confidential business questionnaire form
- x) Tender security form
- xi) Performance security form
- xii) Principal's or manufacturers authorization form
- xiii) Declaration form

2.3.2. 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.

2.4 Clarification of Documents

2.4.1. A prospective candidate making inquiries of the tender document may notify the Kenya Ferry Services Ltd in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Kenya Ferry Services Ltd will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Kenya Ferry Services Ltd. 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 who have received the tender documents”

2.4.2. The Kenya Ferry Services 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, the Kenya Ferry Services Ltd, 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 issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Kenya Ferry Services Ltd, at its discretion, may extend the deadline for the submission of tenders.

2.6 Language of tender

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Kenya Ferry Services Ltd, shall be written in English language. 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.

2.7 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

1. Financial Bid

(a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.

2. Technical bid

- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12 N/A
- (d) Confidential business questionnaire

2.8 Form of Tender

- 2.8.1 The tenderers shall complete the Form of Tender and the appropriate Price Schedule furnished in the tender documents, indicating the services to be performed.

2.9 Tender Prices

- 2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.
- 2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:
- 2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.9.4 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 2.9.5 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.
- 2.9.6 Price variation requests shall be processed by the Kenya Ferry Services Ltd within 30 days of receiving the request.

2.10 **Tender Currencies**

- 2.10.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the appendix to in Instructions to Tenderers

2.11 **Tenderers Eligibility and Qualifications.**

- 2.11.1 Pursuant to Clause 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.
- 2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Kenya Ferry Services Ltd's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 **Tender Security-**

- 2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.
- 2.12.2 The tender security shall be in the amount not exceeding 2 per cent of the tender price.
- 2.12.2 The tender security is required to protect the Kenya Ferry Services Ltd against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

- 2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:
- a) A bank guarantee.
 - b) Cash.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit
- 2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the Kenya Ferry Services Ltd as non-responsive, pursuant to paragraph 2.20
- 2.12.5 Unsuccessful tenderer's 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 Kenya Ferry Services Ltd.
- 2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.
- 2.12.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by the Kenya Ferry Services Ltd 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 30

or

 - (ii) to furnish performance security in accordance with paragraph 31.
 - (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for 60 days or as specified in the invitation to tender after date of tender opening prescribed by the Kenya Ferry Services Ltd, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Kenya Ferry Services Ltd as non-responsive.
- 2.13.2 In exceptional circumstances, the Kenya Ferry Services 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 security provided under paragraph 2.12 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.

2.14 **Format and Signing of Tender**

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of 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 unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 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.

2.15 **Sealing and Marking of Tenders**

- 2.15.1 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. The inner and outer envelopes shall:
- (a) be addressed to the Kenya Ferry Services Ltd at the address given in the invitation to tender
 - (b) bear, tender number and name in the invitation to tender and the words: **“DO NOT OPEN BEFORE 1000 HRS ON FRIDAY 8TH JUNE 2018**
- 2.15.3 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”.
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the Kenya Ferry Services Ltd will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the Kenya Ferry Services Ltd at the address specified under paragraph 2.15.2 no later than **1000 HRS ON FRIDAY 8TH JUNE 2018**.
- 2.16.2 The Kenya Ferry Services Ltd may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the Kenya Ferry Services Ltd and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the Kenya Ferry Services Ltd as provided for in the appendix. to Instructions to tenderers

2.17 Modification and withdrawal of tenders

- 2.17.1 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 tender's is received by the Kenya Ferry Services Ltd prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 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 2.12.7.
- 2.17.5 The Kenya Ferry Services ltd may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The Kenya Ferry Services ltd 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.

2.18 **Opening of Tenders**

- 2.18.1 The Kenya Ferry Services Ltd will open all Technical bids of the tenders in the presence of tenderers' representatives who choose to attend, **AT 1000 HRS ON FRIDAY 8TH JUNE 2018** and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 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 Kenya Ferry Services Ltd, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The Kenya Ferry Services Ltd will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 **Clarification of tenders**

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the Kenya Ferry Services 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 shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the Kenya Ferry Services Ltd in the Kenya Ferry Services Ltd's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.20 **Preliminary Examination and Responsiveness**

- 2.20.1 The Kenya Ferry Services Ltd will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 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 quantity, 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 may be forfeited. If there is a

discrepancy between words and figures, the amount in words will prevail.

2.20.3 The Kenya Ferry Services Ltd may waive any minor informality or nonconformity 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.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the Kenya Ferry Services Ltd 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. The Kenya Ferry Services Ltd's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the Kenya Ferry Services Ltd and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 **Conversion to a single currency**

2.21.1 Where other currencies are used, the Kenya Ferry Services Ltd will convert those currencies to Kenya shillings using the selling exchange rate on the date of tender closing provided by the central bank of Kenya.

2.22 **Evaluation and comparison of tenders.**

2.22.1 The Kenya Ferry Services Ltd will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

2.22.2 The comparison shall be of the price including all costs as well as duties and taxes payable on all the materials to be used in the provision of the services.

2.22.3 The Kenya Ferry Services Ltd's evaluation of a tender will take into account, in addition to the tender price, the following factors, in the manner and to the extent indicated in paragraph 2.22.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations in payment schedule from that specified in the Special Conditions of Contract;

2.22.4 Pursuant to paragraph 22.3 the following evaluation methods will be applied:

(a) ***Operational Plan.***

The Kenya Ferry Services Ltd requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the Kenya Ferry Services Ltd's required delivery time will be treated as non-responsive and rejected.

(b) ***Deviation in payment schedule.***

Tenderers shall state their tender price for the payment on a schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule. The Kenya Ferry Services Ltd may consider the alternative payment schedule offered by the selected tenderer.

2.22.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.22.6 To qualify for contract awards, the tenderer shall have the following:-

- (a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- (b) Legal capacity to enter into a contract for procurement
- (c) Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing
- (d) Shall not be debarred from participating in public procurement.

2.23. Contacting the Kenya Ferry Services Ltd

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the Kenya Ferry Services ltd on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the Kenya Ferry Services Ltd in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the Kenya Ferry Services Ltd 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.

2.24.2 The determination will take into account the tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Kenya Ferry Services Ltd deems necessary and appropriate.

2.24.3 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 the Kenya Ferry Services Ltd will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

2.24.3 Subject to paragraph 2.28 the Kenya Ferry Services Ltd will award the contract to the successful tenderer 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.

2.24.4 The Kenya Ferry Services Ltd 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 Kenya Ferry Services Ltd's action. If the Kenya Ferry Services Ltd determines that none of the tenderers is responsive; the Kenya Ferry Services Ltd shall notify each tenderer who submitted a tender.

2.24.5 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 Notification of award

- 2.25.1 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.
- 2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the Kenya Ferry Services Ltd pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- 2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the Kenya Ferry Services Ltd will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

- 2.26.1 At the same time as the Kenya Ferry Services Ltd notifies the successful tenderer that its tender has been accepted, the Kenya Ferry Services Ltd will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to the Kenya Ferry Services Ltd.
- 2.26.3 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.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the Kenya Ferry Services Ltd, 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 the Kenya Ferry Services Ltd.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender

security, in which event the Kenya Ferry Services ltd may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The Kenya Ferry Services ltd requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The Kenya Ferry Services ltd 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;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever 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	Particulars of appendix to instructions to tenderers
2.1 Eligible tenderers	As per the Kenyan Procurement law
2.12 Tender security	Ksh 200,000 in the form acceptable as per the Public Procurement and Asset Disposal Act
2.11 Particulars of eligibility and qualifications documents	Evidence required will be as per the evaluation criteria shown in the table B below. These shall comprise the technical bid.
2.2.2 Price Charged for tender document	Free for soft copies Kshs 1,000/= for hard copy
2.7 Documents comprising the tender	(a) Technical bid (b) Financial bid submitted in separate envelopes
2.13 - Tender validity period	60 days
2.15 - Sealing and marking of tenders	Financial and technical bids shall be sealed in separate envelopes marked with the tenderer's name and address, and labeled either "Technical bid" or "Financial bid" respectively. The two envelopes shall be sealed in an outer envelope marked with only the tender name and number and addressed as prescribed in the invitation to tender.
2.18 - Opening of tenders	Only technical bids will be opened on closing the tenders. The financial bids will be held by the Company sealed until a date for opening to be set after technical evaluation
2.16.3 Bulky tenders	To be received and initialed by the Procurement & Supplies Manager in Peleleza, Likoni office.
2.24 - Evaluation of tenders	As per criteria on table B below
2.27 Performance security	Ksh 400,000 in a form acceptable as per the procurement Act 2015

2.29 Termination of procurement process	Clause 2.29 is hereby inserted immediately after clause 2.283 to read ;” The procuring entity may at any time terminate the procurement proceedings without entering in to a contract.
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Table B- CRITERIA FOR EVALUATION

A.	MADATORY REQUIREMENTS	POINTS
A1.	<p>Conformity with paragraph 2.20 of the instructions to tenderers on responsiveness.</p> <p>(a) Statutory requirements:-</p> <ul style="list-style-type: none"> ❖ Certificate of incorporation/registration. ❖ Pin & V.A.T certificates. <p>(b) Document presented in the required format(separate financial and technical bid) and all pages of the tender submission serialized sequentially from the first to the last</p> <p>(c) Form of tender/letter of submission duly signed and stamped/sealed</p> <p>(d) Duly completed business questionnaire</p> <p>(e) Bidders must survey the KFS current area of operation in the presence of Employer representative before bidding. (site visit certificate shall be issued)</p> <p>(f) Provide a signed self-declaration that the tenderer shall not engage in corrupt or fraudulent practice</p> <p>(g) Provide a signed self-declaration that the person/firm has not been debarred from participating in public procurement as per the Public Procurement & Asset Disposal Act</p> <p>(h)</p>	YES/NO ” ”
B.	TECHNICAL CRITERIA/GENERAL REQUIREMENTS	
B1.	General experience see: To include Company/Business Profile - Disclosure of Directors/ Partners /Sole Proprietor.	5
B2.	<p>Specific experience, see paragraph 2.4.3</p> <ul style="list-style-type: none"> ▪ Details of similar assignments (toll collection and cash management services) recently undertaken with at least 2 firms (Attach Proof e.g LPOs, letters of award e.t.c) Include reference contacts and client list. ▪ Business Referees (At least two). Attach letters of undertaking from referee’s representatives who can be contacted. 	20
B4.	1) Proof of Financial capacity and stability	

	<ul style="list-style-type: none"> ▪ Bidder shall provide ; (i) Audited Financial reports (including cash flow statements) for the last three years, <p>The evaluation team shall look at the degree of the following;</p> <ul style="list-style-type: none"> ▪ Financial capacity ▪ Liquidity ▪ Stability- solvency and capacity ▪ Proof of credit access from financial institutions or other sources of financing e.g asset base ▪ See score criteria B.4 (b) below 	15
B.5	<p>Adequacy of the proposed methodology and work plan in relation to handling the assignment.</p> <p>Capacity to undertake the works Bidder must demonstrate in detail how they intend to undertake the service including the number of employees to be deployed, technological capacity, equipment's to be used, improvements, supervisory methodology.</p> <p>Bidder to indicate method of continuous monitoring and evaluation of the employees as well as Measuring performance of individual employees. Any proposed employee must be properly remunerated in accordance with labour laws.</p>	50
B.6	<p>Teller/Toll collectors and Guards' Qualifications</p> <p>Indicate the minimum level of training that the guards must have attained for a similar assignment (attach a prove document).Attach an approved training manual/ curriculum and indicate the qualifications of the trainer.</p> <p>Minimum training of the guards – Form 4 with D or ABOVE and customer care training.</p> <p>Minimum qualification of the toll collector - Form four with C-, Computer literacy and customer care training.</p> <ul style="list-style-type: none"> ▪ Training Manual..... ▪ Training Facilities..... ▪ Qualification of trainer..... <p>Indicate the institution that your guards get trained(attach a certified curriculum)</p> <p>State whether the training institution is accredited(attach the certificate of accreditation)</p> <p>Indicate the frequency and duration of refresher training if any.....1 (attach a certificate sample)</p>	10
	TOTAL	100

All above information shall be subject to confirmation by Kenya Ferry services.

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% score in the technical to qualify for financial bid evaluation.

Category	Criteria	Maximum score
FINANCIAL EVALUATION		
Responsiveness Requirements	Tender submitted in the required format including serialization of all pages sequentially from the first to the last and no loose papers.	Mandatory
	Signed and stamped / sealed form of tender	Mandatory
	Tender validity of 60 days	
	Bidder attained 60% in the technical evaluation	Mandatory
Costing Structure	Submit pricing structure of the bid demonstrating no. of employees to be deployed and proposed salaries which shall be in accordance with the Labour laws and regulations on minimum wage	Mandatory
FINANCIAL SPECIFIC EVALUATION CRITERIA	Competitiveness of the proposal	20%

.9.2
The

assignment is expected to commence on 1st July 2018

ANNEX (B.4 (b)) TO CRITERIA (B.4) ABOVE

SCORING CRITERIA FOR COMMERCIAL EVALUATION BASED ON MOST CURRENT AUDITED ACCOUNTS (criteria to be applied with amendments to service sector)

NO.	FINANCIAL RATIO	FORMULA		INDUSTRY AVERAGE	SCORE
A	Ratios				
1.	Current Ratio	$\frac{\text{Current Assets}}{\text{Current Liabilities}}$	Meets Industry average ...1 Fails to meet0	2.1	3
2.	Quick (acid-test) ratio	$\frac{\text{Current assets} - \text{Inventory}}{\text{Current Liabilities}}$	Meets Industry average2 Fails to meet0	1.1	
B	Activity				
3.	Inventory Turnover	$\frac{\text{Cost of goods sold}}{\text{Inventory}}$	Meets.....1 Does not meet.....0	6.6	4
4.	Average collection period	$\frac{\text{Accounts Receivable}}{\text{Average sales per day}}$	Meets.....1 Does not meet.....0	44.3	
5.	Average payment period	$\frac{\text{Accounts Payable}}{\text{Average Purchases per day}}$	Meets.....1 Does not meet.....0	66.5	
6.	Total Asset Turnover	$\frac{\text{Sales}}{\text{Total Sales}}$	Meets.....1 Does not meet.....0	0.75	
C	Debt				
7.	Debt Ratio	$\frac{\text{Total Liabilities}}{\text{Total Assets}}$	Meets.....1 Does not meet.....0	40.0	8
8.	Time Interest earned ratio	$\frac{\text{Earnings before interest and taxes}}{\text{Interest}}$	Meets.....1 Does not meet.....0	4.3	
9.	Fixed payment coverage	$\frac{\text{Earnings before interest and taxes} + \text{Lease Payments}}{\text{Int.} + \text{Lease Pay} + (\text{Print.} + \text{pref div.}) \times (1/(1-T))}$	Meets.....1 Does not meet.....0	1.5	
10.	Gross Profit Margin	$\frac{\text{Gross Profits}}{\text{Gross Profits}}$	Meets.....1	30.0	

		Sales	Does not meet.....0	
11.	Operating Profit Margin	<u>Operating Profits</u> Sales	Meets.....1 Does not meet.....0	11.0
12.	Net Profit Margin	<u>Earnings Available for Common Stockholders</u> Sales	Meets.....1 Does not meet.....0	6.2
13.	Earnings per share (EPS)	<u>Earnings available for common stakeholders</u> Number of shares of common stock outstanding	Meets.....1 Does not meet.....0	2.26
14.	Return on total assets	<u>Earnings available for common stockholders</u> Common Stock Equity	Meets.....1 Does not meet.....0	4.6
TOTAL				15

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

In this contract the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between the Kenya Ferry Services Ltd 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 services” means toll collection and cash transit services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Kenya Ferry Services Ltd under the Contract.
- d) “The Kenya Ferry Services Ltd” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section
- g) “SCC” means the special conditions of contract
- h) “Day” means calendar day

3.2 Application

These General Conditions shall apply to the extent that they are not superceded by provisions of other part of contract.

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements

3.5 Patent Right’s

The tenderer shall indemnify the Kenya Ferry Services Ltd against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof .

3.6 Performance Security – IF APPLICABLE

Within twenty eight (28) days of receipt of the notification of Contract

award, the successful tenderer shall furnish to the Kenya Ferry Services Ltd the performance security where applicable in the amount specified in Special Conditions of Contract.

3.6.2 The proceeds of the performance security shall be payable to the Kenya Ferry Services Ltd as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Kenya Ferry Services Ltd and shall be in the form of:

- a) Cash.
- b) A bank guarantee.
- c) Such insurance guarantee approved by the Authority.
- d) Letter of credit.

3.6.4 The performance security will be discharged by the Kenya Ferry Services Ltd and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

3.7.1 The Kenya Ferry Services Ltd or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Kenya Ferry Services Ltd shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). 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 Kenya Ferry Services Ltd.

3.7.3 Should any inspected or tested services fail to conform to the Specifications, the Kenya Ferry Services Ltd may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the Kenya Ferry Services Ltd.

3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

3.8.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC

3.9 **Prices**

Prices charged by the contractor for services performed under the Contract shall not, with the exception of any Price adjustments authorized in SCC, vary from the prices by the tenderer in its tender or in the Kenya Ferry Services Ltd's request for tender validity extension as the case may be. No variation in or modification to the terms of the contract shall be made except by written amendment signed by the parties.

3.10 **Assignment**

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the Kenya Ferry Services Ltd's prior written consent.

3.10 **Termination for Default**

The Kenya Ferry Services Ltd 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 provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Kenya Ferry Services Ltd.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the Kenya Ferry Services Ltd has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Kenya Ferry Services Ltd terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to the Kenya Ferry Services Ltd for any excess costs for such similar services.

3.12 **Termination of insolvency**

The Kenya Ferry Services Ltd may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the Kenya Ferry Services Ltd.

3.13 Termination for convenience

- 3.13.1 The Kenya Ferry Services Ltd by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Kenya Ferry Services Ltd convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.
- 3.13.2 For the remaining part of the contract after termination the Kenya Ferry Services Ltd may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

The Kenya Ferry Services Ltd's and the contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.15 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

3.16 Force Majeure

The contractor 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.

3.17 Applicable Law.

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC

3.18 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax or E-mail and confirmed in writing to the other party's address specified in the SCC

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6 Performance security	Not applicable
3.8 Method and conditions of payment	Monthly invoices with a credit period of not less than 30 days
23.14 Resolution of disputes	Arbitration to be considered before litigation
3.17 Specify applicable law	Kenyan law

SECTION V – SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

The objectives of schedule of requirements is to provide sufficient information to enable tenderers to prepare their tenders efficiently and accurately, in particular, the price schedule, for which information is provided. In addition, the schedule of requirements, together with the price schedule, should serve as bases in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

This part will include any deliverables under the service contract

In the description of services describing the services recognized national or international standards should be used as much as possible. Where other particular standards are used, the description shall meet other authoritative standards and which ensure at least a substantially equal quality than other standards mentioned will also be acceptable on condition that the bidder provides samples acceptable to the Corporation.

DESCRIPTION OF SERVICES TO BE OFFERED

CASH MANAGEMENT SERVICES

BACKGROUND

Kenya Ferry Services Limited offers the transport link between the Island of Mombasa and the South Coast mainland to Tanzania and beyond.

Kenya Ferry Services Limited plays a vital infrastructure role in the enhancement of local National and International economy by providing access to and from the South Coast to over 5,700 vehicles and over 320,000 People daily.

OBJECTIVE OF THE ASSIGNMENT

To collect toll charges from motorists and other ferry users on behalf of Kenya Ferry services and as directed by Kenya Ferry services and remit the same in **whole to Kenya Ferry Services** in a safe and efficient manner so as to facilitate a smooth operation at the ferry service. The success firm/ company will be required to sign a service level agreement with KFSL

SCOPE

The party contracted by the Kenya Ferry services Limited will be required to;

1. Undertake collection of tolls from vehicular traffic using provided toll tariffs at the Mainland and the Island booths.
2. Transport the cash collected from the tolls and bank intact
3. Ensure that the services are undertaken with all due diligence and in a safe and efficient manner.
4. Ensure that the ferry users are served within the shortest time possible at the toll booth.
5. Facilitate, together with Kenya ferry services staff, and other service providers a smooth operation at the ferry services. **(Bidders to demonstrate how this will be managed).**
6. Ensure that the cash and all those handling the cash are fully insured and as per the government regulations
7. Ensure control of motorists and confirmation of passes for pass holders to maximize revenue . Ensure that all vehicles are either charged or have express approval from the employer incase of deviation.

QUALIFICATIONS AND COMPETENCES OF KEY PERSONEL TO HANDLE THE ASSIGNMENT

		MINIMUM REQUIREMENTS
1.	Cashiers	<ul style="list-style-type: none">- At least KCSE grade D Plain -- Computer literate- Experience in front office operations and customer care services- Age above 25 years- At least 2 years Relevant Experience
2.	Guards	<ul style="list-style-type: none">- KCSE grade D- Relevant experience 3 years- Relevant training (guarding)- Customer care training

REPORT AND TIME SCHEDULE

The ferry Services operates throughout for 24 hours a day with two shifts i.e

- 1st shift - 6 a.m – 6 p.m
- 2nd shift - 6 p.m – 6 a.m

Reports to be generated after every shift and verified with Kenya Ferry Services Limited representative.

FACILITIES

Point of sale machines and software shall be provided and maintained by the Kenya Ferry Services Limited.

TERMS OF PAYMENT

The contracted firm shall be required to remit all the moneys collected and deposit in full to the Kenya Ferry services Ltd bank account and submit the bank deposit slip to the Finance Manager (KFS).

The firm shall also be required to pay up any shortfalls immediately before close of shift/day and in any case before banking the collection.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the Kenya Ferry Services ltd in accordance with the instructions to tenderers or general conditions of contract.

STANDARD FORMS

1. Form of tender – Technical bid
2. Form of Tender- Financial bid/ Price schedules
3. Contract form
4. Confidential Questionnaire form
5. Declaration form

FORM OF TENDER TECHNICAL BID

Date _____
Tender No. _____

To: Kenya Ferry Services Ltd
P.O Box 96242-80110
Mombasa

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers,*
of which is hereby duly acknowledged, we, the undersigned, offer to provide Toll collection and cash transit services in conformity with the said tender documents.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. We agree to abide by this Tender for a period of *[90]* 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. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

FORM OF TENDER FINANCIAL BID

Date _____
Tender No. _____

To: Kenya Ferry Services Ltd
P.O Box 96242-80110
Mombasa

Gentlemen and/or Ladies:

- 5. Having examined the tender documents including Addenda Nos..... *[insert numbers,*
the of which is hereby duly acknowledged, we, the undersigned, offer to provide Toll collection and cash transit services 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.
- 6. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
- 7. We agree to abide by this Tender for a period of *[90]* 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.
- 8. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this _____ day of _____ 20

[signature]

[In the capacity of]

Duly authorized to sign tender for and on behalf of _____

1. PRICE SCHEDULE FOR SERVICES

Name of Tenderer: Provision of toll collection and cash transit services for Ferry offices

Tender Number KFS...

Page ___ of ____.

Bidder must quote in details indicating the break down on costs which shall include a minimum remuneration package for the staff

1	2	3	4	5	6	7
Item	Description	Quantity & quality	Duration	Unit Price	Total Price EXW per item(cols. 4x5)	Unit Price of other incidental services payable

2. BREAKDOWN ON STAFF COST – MINIMUM PROPOSED PAY FOR THE PROPOSED STAFF.(BIDDER MUST INDICATE)

	Category of staff/Roles and duties	(Qty) No. to be deployed	Gross pay per month inclusive of taxes
1			
2			
3			
4			
5			
6			

3. SUMMARY OF PRICE SCHEDULES

	Description of Services (bidder to indicate the component items)	Rate per month inclusive of VAT	Total cost per year inclusive of VAT
	Total cost		

Signature of tenderer _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

CONTRACT FORM - TO BE COMPLETED AFTER AWARD

THIS AGREEMENT made the ___day of ____20___between Kenya Ferry Services ltd of Kenya (hereinafter called “the Corporation” of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the Kenya Ferry Services ltd invited tenders for certain services. Viz Provision of toll collection and cash transit services] and has accepted a tender by the tenderer for the supply of those services in the sum of[contract price in words and figures]

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 Kenya Ferry Services Ltd’s Notification of Award.
3. In consideration of the payments to be made by the Kenya Ferry Services ltd to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Kenya Ferry Services ltd to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Kenya Ferry Services ltd hereby covenants to pay the tenderer in consideration of the provision of the toll collection and cash transit services 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 Kenya Ferry Services Ltd) Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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.

<p>Part 1 General</p> <p>Business Name</p> <p>Location of Business Premises</p> <p>Plot No,.....Street/Road.....</p> <p>Postal address Tel No. Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.</p> <p>Name of your bankers</p> <p>Branch</p>
--

	<p>Part 2 (a) – Sole Proprietor</p> <p>Your name in full.....Age.....</p> <p>Nationality.....Country of Origin.....</p> <p>Citizenship details.....</p>																		
	<p>Part 2 (b) – Partnership</p> <p>Given details of partners as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares			1.			2.			3.			4.		
Name	Nationality	Citizenship details																	
Shares																			
1.																			
2.																			
3.																			
4.																			
	<p>Part 2 (c) – Registered Company</p> <p>Private or Public</p> <p>State the nominal and issued capital of company</p> <p>Nominal Kshs.</p> <p>Issued Kshs.</p> <p>Given details of all directors as follows</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Nationality</th> <th>Citizenship details</th> </tr> </thead> <tbody> <tr> <td>Shares</td> <td></td> <td></td> </tr> <tr> <td>1.</td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> </tr> </tbody> </table>	Name	Nationality	Citizenship details	Shares			1.			2.			3.			4.		
Name	Nationality	Citizenship details																	
Shares																			
1.																			
2.																			
3.																			
4.																			
	<p>Date.....Signature of</p> <p>Candidate.....</p>																		

LETTER OF NOTIFICATION OF AWARD

Kenya Ferry Services Ltd
P.O Box 96242-80110
Mombasa

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