



**KENYA FERRY SERVICES LIMITED**

**TENDER DOCUMENT**

**FOR**

**DRY DOCKING OF MV NYAYO**

**TENDER NO. KFS/DDN/01/11/2019**

***KENYA FERRY SERVICES LTD***

***P.O. Box 96242-80110***

**MOMBASA**

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**SECTION I                      INVITATION TO TENDER**

**TENDER NO. KFS/DDN/01/11/2019 - DRY DOCKING OF MV NYAYO**

- 1.1 Kenya Ferry Services Ltd (herein referred to as Company) invites sealed bids from eligible candidates for **DRY DOCKING OF MV NYAYO**
- 1.2 Interested and eligible candidates may obtain further information from and inspect the tender documents at the office of the Procurement & Supplies 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 can be downloaded by interested candidates from Kenya Ferry Services' website [www.kenyaferry.co.ke](http://www.kenyaferry.co.ke) or hard copies be obtained from company procurement office upon payment of a non-refundable fee of Kshs. 1,000.00 per set of document by bankers cheque payable to Kenya Ferry Services Ltd. Soft copies of bid documents can be obtained upon request sent to [procurement@kenyaferry.co.ke](mailto:procurement@kenyaferry.co.ke).
- 1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked as follows:

**TENDER NO. KFS/DDN/01/11/2019: DRY DOCKING OF MV NYAYO**

**“DO NOT OPEN BEFORE 1000 HOURS ON WEDNESDAY 27<sup>TH</sup> NOVEMBER 2019”**

Addressed to:

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

And SHALL be deposited at the Tender Box located at the Company Headquarters reception area at Peleleza Likoni Mainland South by 1000 Hours on **WEDNESDAY 27<sup>TH</sup> 2019**.

- 1.5 Prices quoted should show total cost of ownership, 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.

- 1.6 Tenders 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.
- 1.7 This tender is only open to those who meet the requirements for eligibility
- 1.8 Bidder shall sequentially serialize the bid submitted from the first to the last page.

**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 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. Kenya Ferry Services 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 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 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 Kenya Ferry Services, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2** The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.2.3** Kenya Ferry Services 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 Kenya Ferry Services in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. Kenya Ferry Services 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 procuring entity. Written copies of Kenya Ferry Services 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. 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

## **2.5 Amendment of documents**

2.5.1. At any time prior to the deadline for submission of tenders, Kenya Ferry Services, 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 consider the amendment in preparing their tenders, Kenya Ferry Services, 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 Kenya Ferry Services, 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:

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

(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

(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 procuring entity 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 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 Kenya Ferry Services' satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

## 2.12 **Tender Security**

Pursuant to ITT , where required in the **Tender**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the instructions to tenderers and shall be provided as a mandatory requirement.

## **Validity of Tenders**

2.13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender after 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 Procuring entity as nonresponsive.

2.13.2 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 2.12 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 Kenya Ferry Services 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, WEDNESDAY 27<sup>TH</sup> NOVEMBER 2019”**

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, Kenya Ferry Services 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 Kenya Ferry Services at the address specified under paragraph 2.15.2 no later than **WEDNESDAY 27<sup>TH</sup> NOVEMBER 2019” at 1000Hrs.**

2.16.2 Kenya Ferry Services 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 procuring entity 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 Kenya Ferry Services as provided for in the appendix.

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

2.17.6 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.

## **2.18 Opening of Tenders**

2.18.1 Kenya Ferry Services will open all tenders in the presence of tenderers' representatives who choose to attend, at **10.00 hrs on WEDNESDAY 27<sup>TH</sup> NOVEMBER 2019**" and in the location specified in the invitation to tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.

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

2.18.4 Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services in the Kenya Ferry Services' tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

Comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **2.20 Preliminary Examination and Responsiveness**

2.20.1 Kenya Ferry Services 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 Kenya Ferry Services 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, 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. The Procuring entity'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 Kenya Ferry Services 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, Kenya Ferry Services 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 Kenya Ferry Services 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 Kenya Ferry Services' 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.**

Kenya Ferry Services 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 Kenya Ferry Services 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 Procuring entity 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 Kenya Ferry Services**

2.23.1 Subject to paragraph 2.19, no tenderer shall contact Kenya Ferry Services 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 Kenya Ferry Services 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, 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.

2.24.2 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 Procuring entity 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 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**

2.24.3 Subject to paragraph 2.29 Kenya Ferry Services 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 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. If Kenya Ferry Services determines that none of the tenderers is responsive; the procuring entity 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, Kenya Ferry Services 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 procuring entity 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, Kenya Ferry Services 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 Kenya Ferry Services notifies the successful tenderer that its tender has been accepted, Kenya Ferry Services will simultaneously inform the other tenderers that their tenders have not been successful.

2.26.1 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return **it** to Kenya Ferry Services.

2.26.2 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.

## 2.27 **Performance Security**

2.27.1 Within thirty (30) days but after 14 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the instructions to tender and the special conditions of contract, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

2.27.2 If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:



2.27.2.1 At the Tenderer's option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;

2.27.2.2 With the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.

## **2.28 Corrupt or Fraudulent Practices**

2.28.1 Kenya Ferry Services 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 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;

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

## **APPENDIX TO INSTRUCTIONS TO THE TENDERERS**

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	As contained in tender document
2.10	Acceptable currency shall be Kenya Shilling. Any other currency to be converted at CBK exchange rate at tender opening date.
2.11	Ksh 300,000
2.12	Not exceeding 10%
2.27	Same as 2.12 above
2.24.6	This clause is inserted to read “ The specific criteria for evaluation will be as provided in table 6.b below”
Other's as necessary	Complete as necessary

**TABLE 6.B - CRITERIA FOR EVALUATION**

	<b>MADATORY REQUIREMENTS</b>	<b>POINTS</b>
1.	<p>Particulars of the Tendering Company (Attach Copies)</p> <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 compliance certificate.</li> </ul> <p>b) Duly completed confidential business questionnaire and declaration form duly signed and stamped.</p> <p>c) Duly filled and stamped form of tender</p> <p>d) Provide tender security of Kshs 300,000.00 in prescribed form.</p> <p>e) Bidder to provide self-declaration that the person/tenderer is not debarred in the matter of public procurement and asset disposal 2015</p> <p>f) Bidder to provide self-declaration that the person/tenderer will not participate in fraudulent or corrupt practise</p> <p>g) Bidder shall serialize bid submitted from first page to the last sequentially</p> <p>h) Must have a dry dock with capacity to dock 60 M Vessel and all relevant equipment and resources (Demonstrate through physical evaluation</p>	<b>Mandatory</b>
	<b>TECHNICAL/GENERAL REQUIREMENTS</b>	
2.	Experience in the business attach evidence including incorporation years with a minimum of 10 years for maximum score	15
3.	Methodology of carrying out the assignment including a gant chart of activities	15
4.	Capacity to handle the assignment. Relevant equipment and personnel	20
3.	<p>Financial capacity; Evidence e.g letter from bank or sound audited accounts for 2 years</p> <p>Provide business account details</p> <ul style="list-style-type: none"> <li>• Account name:</li> <li>• Account no:</li> <li>• Bank name:</li> <li>• Branch:</li> </ul>	15
4	<p>Delivery period – indicate the shortest delivery period</p> <p>Score = lowest score/bid score x 5</p>	5
	<b>TOTAL</b>	<b>70</b>

**Information may be subjected to confirmation and due diligence by the KFSL**

**Bidder must attain 70% to be considered for financial evaluation**

## **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 Procuring entity 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 services to be provided by the contractor including materials and incidentals which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” 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 7 standards mentioned in the Schedule of requirements

### **3.4 Patent Right's**

The tenderer shall indemnify Kenya Ferry Services 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 .

### **3.5 Performance Security**

Within thirty (30) days but after 14 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Procuring Entity a Performance Security in the amount and in the form stipulated in the Instructions to tender or the special conditions of contract, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the Conditions of Contract.

If the Performance Security is provided by the successful Tenderer in the form of a Bank Guarantee or Insurance Bond, it shall be issued either:

- a) At the Tenderer's option, by a bank or insurance firm located in Kenya, or a foreign bank or insurance firm through a correspondent bank or insurance firm located in Kenya;
- b) With the consent of the Procuring entity, directly by a foreign bank acceptable to the Procuring entity.

### **3.6 Inspections and Tests**

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

3.6.2 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 Kenya Ferry Services.

3.6.3 Should any inspected or tested services fail to conform to the Specifications, Kenya Ferry Services 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 Kenya Ferry Services.

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

### **3.7 Payment**

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

### **3.8 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 Kenya Ferry Services' 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.

### **3.9 Assignment**

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

### **3.10 Termination for Default**

Kenya Ferry Services 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 Kenya Ferry Services.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of Kenya Ferry Services has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) In the event Kenya Ferry Services 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 Kenya Ferry Services for any excess costs for such similar services.

### **3.11 Termination of insolvency**

Kenya Ferry Services 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 Kenya Ferry Services.

### **3.12 Termination for convenience**

3.12.1 Kenya Ferry Services 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 Kenya Ferry Services' convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.12.2 For the remaining part of the contract after termination Kenya Ferry Services may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

### **3.13 Resolution of disputes**

Kenya Ferry Services 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.

### **3.14 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.

### **3.15 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.



### **3.16 Applicable Law.**

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

### **3.17 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
3.5	N/A
3.7	Payment shall be done against an invoice supported by interim certificates quantifying works done but only after confirmed contract performance
3.8	As contained in tender document
23.14	As per contract agreement
3.16	The Kenyan law shall apply
2.24	Criteria shall include the following

## **SECTION V – SCHEDULE OF REQUIREMENTS**

### **Notes for preparing the schedule of requirements**

The schedule of requirements for the services shall be included in the tender documents by the procuring entity and shall cover at the minimum a description of the goods and services to be supplied and the delivery schedule.

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 a basis in the event of quantity variations at the time of award of contract pursuant to instructions to tenderers clause 26.

The date or period of delivery should be carefully specified, taking into account the date prescribed herein from which the procuring entity's delivery obligations start (notice of award).

This part will include any deliverables under the service contract

Number	Description	Quantity	Delivery Time Start _____ End _____
--------	-------------	----------	---

## **SECTION VI – DESCRIPTION OF SERVICES**

### **Scope of work**

Kenya Ferry Services Ltd (Procuring entity) operates ferries across the Likoni and Mtongwe channel in the Kilindini harbour. To enhance the safety of one of its ferries MV Nyayo, the entity intends to carry out comprehensive repairs on the ferry bottom hull, super-structure and auxiliaries after detailed inspection of its current state.

The scope of work will include but not limited to dry docking of the ferry at the contractor's own cost for detailed inspection of the hull, super structure and auxiliaries for necessary repairs and undertaking the following works: **All works will be undertaken as per the IMO regulations and SOLAS requirements**

### **SCOPE OF WORKS**

#### **1. Bottom Clean down (Hull)**

High pressure washing with fresh water

#### **2. Bottom Painting**

**N/B** (Dockyard to supply paint)

All paint supplied shall be either International Marine brand or Jotun Brand)  
(Bidder must specify the brand of paint)

Applying paint to bottom hull area as follows:-

-2 full coats of anticorrosive.

-1 full coat of anti-fouling.

#### **3. Boot Top Cleaning**

Chipping & scrapping wind/waterline areas, wire brushing & flushing with fresh water. Crop off any damaged plate under water and replace.

#### **4. Fresh Water**

Connecting hoses to refill tanks after repairs, estimated water tonnage  
375.2msq

#### **5. Ballast Tanks 4 Off**

Visual inspection, repair wasted areas and paint **3 coats**.

Renewal and cover plates rings, studs and nuts stainless steel.

## **6. Peak Tanks Fwd &Aft**

Renew wasted steel including.  
Prow hinges and pins 7pcs by 2.  
Face plate 12mm thickness.  
Winch and water line 8mm.  
Brackets and bulkheads.  
Renewal of manhole covers including rings, studs and nuts stainless steel and rubber gaskets.

## **7. Void Spaces**

Renew wasted steel 8mm.  
Renew manhole covers and rings. Supply and fit studs and nuts, gaskets.  
Paint the tanks dockyard supply.

## **8. Boot Top Painting**

Applying paints as follows:-  
-1<sup>st</sup> coat anticorrosive  
-2<sup>nd</sup> coat boot topping black

## **9. Cathodic Protection**

Crop off the wasted sacrificial anodes, Supplying & fitting appropriately new zinc anodes

## **10. Sea Valves And Strainers**

Replacing with new valves and strainers after inspection.

## **11. Pipe Work**

Replace all sea water pipes with seamless steel pipes actual size to be determined after inspection.

## **12. Sea Grating & Chest [1 Off]**

Opening & inspecting sea grating & chest, cleaning, Renew when found worn out.

Painting & refitting

## **13. Hatch Covers, Doors & Machinery Covers**

Renew all machineries covers studs, nuts and gaskets.  
Renew gaskets of water tight Engine entrance door, hatches and ventilators.

**14. Ultra Sonic Readings**

Take and record plate thickness reading for the entire hull and decks, transverse bulkheads, transverse webs with associated plates and longitudinal of the vessel.

**15. Propeller**

Cleaning & polishing 2 in n<sup>o</sup>-propellers.

Test for backlash and rectify.

Opening up 2 in number drain plugs, drawing oil & refilling.

Owners to supply oil.

**16. Machinery Rooms**

- I. Completely wash down the engines rooms and clean down the bilges dry.(walls ,rooftops, and bilges. And painting. Dockyard to supply paint.

**17. Wheel House**

1. Complete cleaning & wiping of wheel house

2. Repairs after inspection and painting.

(Dockyard to supply paint)

**18. Wind/Water Line Areas & Bottom Hull Plating**

Cropping & renewing [i.e. after ultrasonic] corroded sections of swim ends with Lloyd's tested plates.

**19. Anchor & Cable**

Rigging, chipping to bare metal, wire brushing, hose down with fresh water, calibrating & applying one coat of paint

**20. Fendering**

Rubber fender at sides

Each side of the vessel should be fitted with a continuous high density D-type fender of size 300 x 300 mm, fitted inside fender channels secured by stainless bolts and nuts.

Cylindrical fenders transom corners

The transom corners shall also be fitted with cylindrical fenders of outside diameter 600 mm fitted inside fender channels secured by stainless bolts and nuts.

Heavy inflatable fender lugs

Heavy duty inflatable fenders to be fitted at equal-distance, four on each side of the ferry.

**21. Tanks**

Fuel Oil tanks-Open up, drain and clean the main and service tanks. Calibrate the tanks and fit fuel reading gauges and replace if faulty.

Ballast tanks to be emptied, cleaned, inspected and painted.  
Dockyard to supply paints.

**22. Mast and Post**

Chip and repair where appropriate the base plate and brackets and apply a protective paint. Replace the mast lamp side and all the navigation lamps.

Inspect and repair mast ladder guards, joints and beam where appropriate.

**23. Decks**

Main Deck/Upper Passenger Deck  
Chipping and paint works including the stairs.

- 1 full coat of protective paint.
- 1 full coat of epoxy anticorrosive paint
- 1 full coat of non-skid

**24. LIFE RINGS**

Fabricate life rings and fit in respective positions if wasted in SOLAS compliance.

25. Lagging of the exhaust trunks on worn section.

26. Revive the toilet to working conditions.

27. Installation of bilge alarm float switches.

28. Replace all broken socket outlets.

29. Steel fenders/coaming plates & prow curved plates. Crop off wasted sections and renew.

30. Bilges provide labour and material to all bilges and ballast tanks sanction and discharge valve and renew if necessary after inspection.

31. Life buoy cradle and hand rails-repair of wasted section and paint.

32. Revive the GS pumps and Fire Mans pump

33. Monkey island-Renew corroded pipes and base plate.
34. Paint works-Dockyard to supply.
35. Prow/ Flaps- replacing 8 in number flaps with new hinges stoppers and pins EN material to apply. Renew rubbing bars, connecting plates. Renew wasted worn out plate. Painting to be done.
36. Renewal of transverse section, Longitudinal section, stiffeners, prow safety chain pads.
37. Safety prow chains wasted links to be replaced.
38. Worn out Bollards to be replaced.
39. Hydraulic Winch System service all 4 winch, brake units, fit all new bushes, renew old hydraulic pipes, fit new pulleys, pins, wire ropes and assemble units after service and be operational.
40. Reviving of the winch system for proper operation of the prow.( Proportional valves, staffa motor, Pumps).
41. Service the wirerope drums for free turning.
42. Replace all worn out guard rails
43. Replace worn out carb pipes section.
44. Fabricate worn out breathers
45. Replace Engine worn out shut off conduit steel pipes 3.
46. Supply and fit all engine rooms missing operating wheels.
47. Fabricate and fit co2 control room door.
48. Inspect and replace worn out fair leads.
49. Repair all broken engine room mushroom fans support.
50. Revive all drainage pipes.
51. Crop and replace upper deck supporting beam on the lower sections.
52. Replace all deformed hydraulic pipes and fittings mounted below the upper deck.
53. Staircase replace worn sections.
54. All broken Engine and clutch chalkfast to be replaced.

**55. Electrical Works**

**A Wheel house top**

To fit new search light 240vac/650w 2pcs

To fit new mounting brackets for both magnetic horns and replace the switches.



To fabricate a 4ft by 3 ft by 2 ft box for communication batteries fitted with top cover.

**Wheel house**

2ft fluorescent fitting.

**Upper deck**

Near life buoy lights fittings- 240vac,60w screw type fitting 4pcs.  
24vdc 25w screw type fitting -4pcs  
200w flood lights fitting screw type-6pcs  
2ft fluorescent fitting 2pcs store/toilets

**Lower Deck**

2ft fluorescent fitting 15pcs  
24vdc 60w screw type fitting for emergency lights 16pcs  
Engine room fans -revive the entire ventilation system. .

**Genset Room**

Revive all the dc emergency lights  
2ft fluorescent fittings 10pcs  
Revive the bilge alarm system  
4ft by 3ft by 2ft box for battery housing.  
Fabricate schottel battery box

**Engine Room No.1**

2ft fluorescent fitting 13pcs  
24vdc 25w screw type fitting for emergency lights 3pcs  
Bilge alarms 24vdc 1pc  
Battery housing fabricate

**Engine Room No.2**

2ft fluorescent fitting 13pcs  
24vdc 25w screw type fitting for emergency lights 3pcs  
Bilge alarms 24vdc 1pc  
Battery housing fabricate.

**Navigation lights**

To replace mounting brackets for the following lights  
Both mast lights  
Revive navigation lights

Replace insulation mat at the main distribution board  
Replace all sockets outlets  
Fabricate and replace the junction boxes  
Secure all sagging cables.

Note:

**The bidder shall indicate the brand of marine paint to be applied on the ferry as per recommendation provided as well as specific quantities.**

All materials removed from the ferry will be handled in accordance with IMO regulations and all environmental regulations and standards.

## **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. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the procuring entity pursuant to instructions to tenderers clause 12.3
3. 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 procuring entity in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the procuring entity and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorization form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

## **SECTION VI - STANDARD FORMS**

1. Form of tender – Technical
2. Form of tender - Financial
3. Price schedules
4. Contract form
5. Confidential Questionnaire form
6. Tender security form
7. Performance security form
8. Bank guarantee for advance payment
9. Declaration forms

**1. TECHNICAL PROPOSAL SUBMISSION FORM (NOT APPLICABLE TO THIS TENDER)**

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

To **MANAGING DIRECTOR  
KENYA FERRY SERVICES LTD**

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for

\_\_\_\_\_ [Title of consulting services] in accordance with your Request for Proposal dated \_\_\_\_\_ [Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, [and a Financial Proposal sealed under a separate envelope-where applicable].

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:]

**FORM OF TENDER - FINANCIAL**

Date\_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

- 1. Having examined the tender documents including Addenda Nos.. *[insert numbers]*, the of which is hereby duly acknowledged, we, the undersigned, offer to provide. **Dry docking and repair work on M.V Nyayo** in conformity with the said tender documents for the sum of . KENYA SHILLINGS

**Option 1**

\_\_\_\_\_  
*In words)*

\_\_\_\_\_  
*(Amount in figures )*

**Option 2**

\_\_\_\_\_  
*( In words)*

\_\_\_\_\_  
*( Amount in figures)*

or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

- 2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
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. 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 \_\_\_\_\_ 2019

*[signature]*

*[In the capacity of]*

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

**PRICE SCHEDULE OF SERVICES**

**Table A - SUMMARY OF PRICE SCHEDULES**

	<b>Dry docking works on M.V Nyayo</b>	<b>Delivery Period</b>	<b>Total cost per inclusive of VAT</b>
1.	<b>Option 1 ( Jotun paints)</b>		
2.	<b>Option 2( International Marine paints)</b>		
3.			

**Name of Tenderer \_\_\_\_\_ Tender Number \_\_\_\_\_ . Page \_\_\_\_ of \_\_\_\_\_ .**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>Item</b>	<b>Description</b>	<b>Quantity &amp; quality</b>	<b>Duration</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price of other incidental services payable</b>

Signature of tenderer \_\_\_\_\_

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



**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 materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the spares in the sum of .....[contract price in words and figures]

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

1. 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 tenderer hereby covenants with the Procuring entity to provide the materials and spares 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 provision of the materials and spares 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 \_\_\_\_\_.

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

	Part 2 (a) – Sole Proprietor
	Your name in full.....Age..... Nationality.....Country of Origin..... Citizenship details .....
	Part 2 (b) – Partnership
	Given details of partners as follows Name                      Nationality                      Citizenship details Shares 1. .... 2. .... 3. ....
	Part 2 (c) – Registered Company
	Private or Public State the nominal and issued capital of company Nominal Kshs. Issued Kshs. Given details of all directors as follows Name                      Nationality                      Citizenship details Shares 1. .... 2. .... 3. ....
	Date.....Signature of Candidate.....

**TENDER SECURITY FORM**

Whereas .....[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender ] for the provision of .....[name and/or description of the services]

(hereinafter called “the Tenderer”).....

KNOW ALL PEOPLE by these presents that WE.....

Of.....having registered office at

[name of procuring entity](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 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)*

**PERFORMANCE SECURITY FORM**

To: .....[name of the 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 services](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 figures],*

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 your 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

\_\_\_\_\_  
Signature and seal of the Guarantors

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

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

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

*(Amend accordingly if provided by Insurance Company)*

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To.....

[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 institution]*, 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 thereunder 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 and 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]*

**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

**ANTI-CORRUPTION DECLARATION COMITMENT/ PLEDGE**

**(Sections 39, 40, 41, 42, 43 & of the PPD Act, 2005)**

I/We/Messrs.....

of Street, Building, P O Box.....

.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We .....

declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with

Tender/Tender No .....

for or in the subsequent performance of the contract if I/We am/are successful.

Authorized  
Signature.....

Name and Title of Signatory.....

**FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
  - 2.
- etc.

By this memorandum, the Applicant requests the Board for order/orders that:

- 1.
  - 2.
- etc

SIGNED ..... (Applicant)

Dated on.....day of ...../...20.....

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on .....day of .....20.....

**SIGNED**

**Board Secretary**