

REPUBLIC OF KENYA



MINISTRY OF DEVOLUTION AND ASAL
State Department of Devolution



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by the European Union

**COUNTY GOVERNMENT OF MARSABIT
DEPARTMENT OF AGRICULTURE, LIVESTOCK AND FISHERIES**

**TENDER NAME:
PURCHASE, SUPPLY AND DELIVERY OF 10 MOTORIZED 15HP
BOATS**

**TENDER NO.
MBT/COU/EU/FISHERIES/1/2019-2020**

JULY, 2019

TABLE OF CONTENTS

| | |
|--|----|
| TABLE OF CONTENTS | 2 |
| SECTION I – INVITATION TO TENDER | 3 |
| SECTION II -INSTRUCTIONS TO TENDERERS | 4 |
| SECTION III - APPENDIX TO INSTRUCTIONS TO TENDERERS | 14 |
| SECTION IV -GENERAL CONDITIONS OF CONTRACT | 20 |
| SECTION V - SPECIAL CONDITIONS OF CONTRACT | 24 |
| SECTION VI - TECHNICAL SPECIFICATIONS..... | 25 |
| SECTION VII - TECHNICAL SPECIFICATIONS (A) - SCHEDULE OF PARTICULARS. | 26 |
| SECTION VII - TECHNICAL SPECIFICATIONS (B) – Factory Acceptance Test (FAT) | 31 |
| SECTION VIII - STANDARD FORMS..... | 32 |

SECTION I – INVITATION TO TENDER

REF: TENDER NO. MBT/COU/EU/FISHERIES/1/2019-2020
PURCHASE, SUPPLY AND DELIVERY OF 10 MOTORIZED 15HP BOATS FOR COMMERCIALIZATION
OF FISHERIES SECTOR

- 1.1. The County Government of Marsabit, here and in the subsequent sections referred to as the procuring entity in partnership with European Union (EU) now invites sealed Tenders from eligible candidates for the **PURCHASE, SUPPLY AND DELIVERY OF 10 MOTORIZED 15HP BOATS**. The tender is National Open Tender.
- 1.2. Interested eligible candidates may obtain further information and inspect Tender Documents and the **Specifications** at County Government of Marsabit Headquarters at the Procurement Office during normal working hours. They may also download the same from the county web-portal www.marsabit.go.ke and the national government tenders web-portal www.tenders.go.ke free of charge;
- 1.3. **Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days** from the deadline of submission of the tender.
- 1.4. The tenderer shall provide a Tender Security of KSh200,000 (Kenya Shillings Two Hundred thousands) in form of a 1) Bankers Cheque written in favor of 'Marsabit County IDEAS LED A/C, or, (2) *Hard Cash*, or (3) *Bank/Insurance Guarantee* from a reputable bank/insurance company approved by PPRA and **valid 120 days** from the date of opening date of the tender;
- 1.5. Completed tender documents in plain sealed envelopes bearing no indication of the name of the firm tendering with the tender number and name clearly marked on top should be deposited in the Tender Box located next to the office of the Director of Procurement, Governor's Office building by post to be addressed to: -

**Director, Supply Chain Management, Marsabit County,
P. O. Box 384 – 60500,
Marsabit.**

so as to be received not later than **10.00 am** on **Tuesday 10th September, 2019**. **Tenders will be opened immediately thereafter in the presence of the tenderers or their representatives who choose to attend at Procurement Board Room, Governor's Office building;**

- 1.6. Tenderers may request for clarifications in line with clauses 2.5 of Section II – Instructions to Tenderers. Clarification requests should be addressed to Director, Fisheries, County Government of Marsabit, email; jaredmogaka68@gmail.com.

DIRECTOR, SUPPLY CHAIN MANAGEMENT.

SECTION II -INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified under SECTION V - SPECIAL CONDITIONS OF CONTRACT and SECTION VII - TECHNICAL SPECIFICATIONS (A) - SCHEDULE OF PARTICULARS

2.1.1 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

2.1.2 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 Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

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

2.2 Eligible Goods

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

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

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

2.3 Cost of Tendering

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

2.3.2 The price to be charged for the tender document shall not exceed Kshs. 5,000/=

2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

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

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (iii) General Conditions of Contract

- (iv) Special Conditions of Contract
- (v) Technical Specifications
- (vi) Technical Specifications – Schedule of Particulars
- (vii) Standard Forms

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

2.5 Clarification of Documents

2.5.2 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.3 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Documents

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

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

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

2.7 Language of Tender

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

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (i) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

- (ii) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (iii) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (iv) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

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

2.10 Tender Prices

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

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

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

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

2.11 Tender Currencies

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

2.12 Tenderers Eligibility and Qualifications

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

2.12.2. The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

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

- (i) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

- (ii) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (iii) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- (i) a detailed description of the essential technical and performance characteristic of the goods;
- (ii) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
- (iii) a clause-by-clause commentary on the Procuring Entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28
- 2.14.8 The tender security may be forfeited:
- (i) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
 - (ii) in the case of a successful tenderer, if the tenderer fails:
 - a) to sign the contract in accordance with paragraph 2.27
 - or
 - b) to furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.
- 2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses therefore shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 The Procuring entity 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.
- 2.16.2 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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 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.

2.17 Sealing and Marking of Tenders

2.17.1 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.

2.17.2 The inner and outer envelopes shall:

(i) be addressed to the Procuring entity at the address given in the Invitation to Tender:

(ii) bear, tender number and name in the Invitation for Tenders and the words, “DO NOT OPEN BEFORE the deadline of submission”

2.17.3 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”.

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

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under the Section I – Invitation to Tender.

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

2.19 Modification and Withdrawal of Tenders

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

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

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender

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

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

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

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at the submission deadline and in the location specified under Section I - Invitation to Tender.

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

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

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

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

2.22 Preliminary Examination

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

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

2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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.

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

2.23 Conversion to Single Currency

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

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

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

2.26 Contacting the Procuring entity

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

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

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

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

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

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

2.28 Notification of Award

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

2.29 Signing of Contract

- 2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

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

SECTION III - APPENDIX TO INSTRUCTIONS TO TENDERERS

1.1. General;

Where there is a contradiction between Section II– Instructions to Tenderers and the Appendix to Instructions to Tenderers, the latter shall be the reference;

1.2. Instead of providing a ‘Qualification Statement’ under line 2.1.2/3 of Section II – Instructions to Tenderers, Tenderers shall instead complete the Section VIII – Standard Forms – (1) Form of Tender & (2) Code of Ethics;

1.3. Eligible Tenderers

This is a National Open Tender;

1.4. In order to be considered for further evaluation, the tenderer shall provide to the procuring entity the items below under **Table 1 - Mandatory Requirements**;

Table 1 – Mandatory Requirements

| Sub-Factor | Requirement | Bidder | | | | Documentation Required | Provided (Y/N)/ or N/A |
|---|--|------------------------------|------------------------------|------------------------------|--------------------|---|------------------------|
| | | Single Entity | Joint Venture | | | | |
| | | | All partners combined | Each partner | At least 1 partner | | |
| Statutory and General Requirements | | | | | | | |
| No of documents | Bidder must submit number of documents as per this instruction. | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | N/A | Number of documents, TWO in number, one (1) original, one (1) copy under ONE ENVELOPE and line with Line 2.17 of Section II – Instructions to Tenderers | |
| Registration as a Company | Bidder Must be a legally constituted firm according to the laws of Kenya and must have been in operation for at least 4 years as per certificate of incorporation | <i>Must meet requirement</i> | N/A | <i>Must meet requirement</i> | N/A | <ul style="list-style-type: none"> • Certificate of Incorporation; • Fully completed - confidential Business Questionnaire – Section VIII of Standard Forms; • Fully completed – Tender Questionnaire – Section VIII of Standard Forms | |
| Tax Compliance | Bidder MUST be Tax Registered and be Tax Compliant | <i>Must meet requirement</i> | N/A | <i>Must meet requirement</i> | N/A | Current and valid Tax Compliance Certificate – valid as of submission deadline. | |
| Physical address | Must have a physical office and works yard | <i>Must meet requirement</i> | N/A | <i>Must meet requirement</i> | N/A | Current and valid Single Business Permit as of the submission deadline. | |

| Sub-Factor | Requirement | Bidder | | | | Documentation Required | Provided (Y/N)/ or N/A |
|---------------------------------------|--|------------------------------|------------------------------|------------------------------|--------------------|--|------------------------|
| | | Single Entity | Joint Venture | | | | |
| | | | All partners combined | Each partner | At least 1 partner | | |
| Tender Sum and Tender Validity Period | Bidder shall quote the Tender Sum and Validity period | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | N/A | <ul style="list-style-type: none"> Completed Form of Tender – Section VIII of Standard Forms | |
| Bid Security | The Bidder shall furnish as part of its bid, a bid security in form as specified under Section I, Invitation to Tenders. | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | N/A | <ul style="list-style-type: none"> The Bidder shall furnish as part of its bid, a bid security in form as specified under Section I - Invitation to Tenders; Completed Form of Tender Security – Section VIII of Standard Forms | |
| Sanctity of the bid document | Having the document intact, legible, sequential pagination/serialization of all pages including attachments, well bound, (not tempered with in any way and signed by the authorized person - granted by power of attorney) | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | N/A | <p>Properly prepared Bid which should: -</p> <ul style="list-style-type: none"> Be sequentially serialized from front page to last page including all attachments; Stamping, signing, and dating where required within the document including the standard forms; Well bound and not loose. | |
| Joint Venture Documents | Bids submitted by a JV shall include a Joint Venture Agreement entered into by all partners. | N/A | <i>Must meet requirement</i> | N/A | N/A | <ul style="list-style-type: none"> Joint Venture Agreement properly executed by a commissioner of oaths; | |
| Declaration on code of Ethics | The declaration of code of Ethics to be properly completed. | <i>Must meet requirement</i> | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | <ul style="list-style-type: none"> Completed Commitment to Code of Ethics Form – Section VIII – Standard Forms; This commitment should be Commissioned by a Commissioner of Oaths) | |

| Sub-Factor | Requirement | Bidder | | | | Documentation Required | Provided (Y/N)/ or N/A |
|---------------------------------------|--|------------------------------|------------------------------|------------------------------|-------------------------------|--|------------------------|
| | | Single Entity | Joint Venture | | | | |
| | | | All partners combined | Each partner | At least 1 partner | | |
| Bidder debarment/Bidder ineligibility | Tenderer has not been debarred in the past by the Public Procurement Regulatory Authority in line with PPDA 2015, the procuring entity, Ministry of Devolution and ASALS (MoDA) the European Union (EU) to participate in this tender and has not been associated in the past with this project in line with section 2.1.3 of the Instructions to Tenderers | <i>Must meet requirement</i> | <i>Must meet requirement</i> | <i>Must meet requirement</i> | <i>N/A</i> | <ul style="list-style-type: none"> Completed Form of Tender – Section VIII of Standard Forms Completed Commitment to Code of Ethics Form – Section VIII – Standard Forms; | |
| Schedule of Prices | Completed Schedule of prices | <i>Must meet requirement</i> | <i>Must meet requirement</i> | <i>N/A</i> | <i>N/A</i> | <ul style="list-style-type: none"> Completed Form of Price Schedule of Goods - Section VIII – Standard Forms | |
| Schedule of Particulars | Completed Schedule of Particulars | <i>Must meet requirement</i> | <i>Must meet requirement</i> | <i>N/A</i> | <i>N/A</i> | <ul style="list-style-type: none"> Completed Section VII - Technical Specifications - Schedule of particulars Tenderer must meet all requirements to be considered for next stage | |
| Manufacturer/Dealers License | Where a Tenderer is not the manufacturer of the goods in question, to provide a dealer's licence from the manufacturer. | <i>Must meet requirement</i> | <i>N/A</i> | <i>N/A</i> | <i>Must meet requirement.</i> | <ul style="list-style-type: none"> Completed - Form of Manufacturer's Authorization - Section VIII – Standard Forms | |

| Sub-Factor | Requirement | Bidder | | | | Documentation Required | Provided (Y/N)/ or N/A |
|----------------------------------|---|------------------------------|------------------------------|--------------|------------------------------|---|------------------------|
| | | Single Entity | Joint Venture | | | | |
| | | | All partners combined | Each partner | At least 1 partner | | |
| Rule of Origin | The supplies must adhere to the Rules of Origin as laid down in Annex IV of the Cotonou Agreement as revised by DECISION No/2014 of the ACP-EU COUNCIL OF MINISTERS OF 20th June, 2014 (2014/428/EU); | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | N/A | <ul style="list-style-type: none"> Completed SECTION VII - TECHNICAL SPECIFICATIONS - SCHEDULE OF PARTICULARS indicating the country of origin of the boat engines; The country of origin of the boat engines must be within EU, African, Caribbean, and Pacific Group of states and in line with Annex IV of the Cotonou Agreement as revised by DECISION No/2014 as per the requirement column. | |
| Historical Financial Performance | Submission of audited reports for the last three financial years (2016, 2017, and 2018) | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | N/A | Audited financial reports for the last three years 2016, 2017 and 2018) certified by a CPA(K) auditor. | |
| Average Annual Turnover | Minimum average annual turnover for the years in question – 2016, 2017, 2018 of Kenya Shillings at least 40Million as demonstrated by the audited financial statements (Annual Turnover in this matter is defined as Gross Sales/Gross revenue that does not include sale of Assets) | <i>Must meet requirement</i> | <i>Must meet requirement</i> | N/A | <i>Must meet requirement</i> | Audited financial reports for the last three years 2016, 2017 and 2018) certified by a CPA(K) auditor. | |

| Sub-Factor | Requirement | Bidder | | | | Documentation Required | Provided (Y/N)/ or N/A |
|---------------------|--|------------------------------|-------------------------------|--------------|--------------------|---|------------------------|
| | | Single Entity | Joint Venture | | | | |
| | | | All partners combined | Each partner | At least 1 partner | | |
| Specific Experience | Participation as supplier/manufacturer and having serviced/supplied similar contracts for supply of & delivery of motorized fishing boats or boats of similar or more horsepower of Six (6) contracts or more each with a value of at least KShs6M each over the last ten (10) years (2009 to 2018) or combined contracts of similar supplies (motorized boats) of KShs40M. | <i>Must meet requirement</i> | <i>Must meet requirements</i> | <i>N/A</i> | <i>N/A</i> | <ol style="list-style-type: none"> 1. Table of list of supply contracts with – Item(s) and their description, name, contracting authority, when the supply was completed, and amounts in monetary terms; 2. Support documentation – LPOs, & Delivery Notes & Reference Letters from contracting entities/corporates – this information should be 3rd party verifiable and shall be verified before issuing of award, | |

NOTE: Tenderers/Bidders must meet all Mandatory Requirements to be considered for Technical Evaluation

1.5. Technical Evaluation

The tenderers Schedule of Particulars under **SECTION VII - TECHNICAL SPECIFICATIONS (A) - SCHEDULE OF PARTICULARS & SECTION VII - TECHNICAL SPECIFICATIONS (B) – Factory Acceptance Test (FAT)** shall be compared with the procuring entity requirements. Tenderers that meet all requirements shall be considered for further evaluation;

1.6. Financial Evaluation

Tenderers who shall qualify from Technical Evaluation shall have their Tender Sums ranked from the lowest to the highest;

1.7. Award

The tenderer that shall have quoted the Lowest from Financial Evaluation above shall be considered for **award subject to post qualification evaluation whose essence shall be to confirm the correctness of information provided during the bidding process.** If the bidder is found to have given **false** information, the bidder shall be disqualified automatically without further reference to the bidder and in such a case the next second lowest bidder shall be considered subject to the same verification processes.

SECTION IV -GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

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

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

3.4 Standards

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

3.5 Use of Contract Documents and Information

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer’s performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

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

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

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

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

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

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

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

3.9 Packing

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

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

3.10 Delivery and Documents

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

3.11 Insurance

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

3.12 Payment

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

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

3.13 Prices

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

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

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

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

3.14. Assignment

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

3.15 Subcontracts

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

3.16 Termination for default

- 3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part
- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract
 - (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
- 3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

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

3.18 Resolution of Disputes

- 3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract
- 3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

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

3.20 Force Majeure

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

SECTION V - SPECIAL CONDITIONS OF CONTRACT

- 1.1. Scope of Supply
The Scope of Supply shall be defined in County's Standard Specifications and requirements; Substandard quality of boats will not be allowed apart from those specified in the requirements;
- 1.2. Start date/expected supply date – **IMMEDIATELY** and as shall be agreed at the contracting stage and in line with the delivery clause below;
- 1.3. Rule of Origin;
For contracts of EURO100,000 and above, the bidders must adhere to the Rules of Origin as laid down in Annex IV of the Cotonou Agreement;
- 1.4. Delivery
 - (i) The contract in question is for supply and delivery. All associated costs shall be borne by the supplier and should be included in the Tender Sum/Price;
 - (ii) The contractor/Supplier shall supply the subject goods after 45 days from the date of order/LPO;
 - (iii) Delivery shall be at the 10 landing sites on the Western side of lake Turkana, Marsabit County at Nakuron, Loiyangalani, Elmolo Bay, Palo, Soit, Moite, Illeret, Nangolei, Sericho, and Illolo
- 1.5. Minimum Requirements/Specifications & Testing
The goods shall be accepted after (1) Inspection and after meeting all requirements under SECTION VII - TECHNICAL SPECIFICATIONS (A) - SCHEDULE OF PARTICULARS, and SECTION VII - TECHNICAL SPECIFICATIONS (B) – Factory Acceptance Test (FAT)
- 1.6. Payment
The contractor/Supplier shall be paid after delivery and acceptance;
The VAT component shall be withheld by the procuring entity and the contractor/supplier shall be given a VAT withholding certificate instead
Advance payment shall not be granted
- 1.7. **The performance bond shall be 10% of the value of the contract and shall be submitted to the procuring entity 7 days after award and before signing of the contract.** The performance bond should be completed in line with Section VIII – Standard Forms – Form of Performance Security and shall be **from a REPUTABLE BANK**. *Failure to deliver within the stipulated period shall lead to termination of contract. The successful tenderer shall also be required to provide power of attorney before signing of the contract.*
- 1.8. Resolution of disputes shall be through arbitration
Appointment of arbitrator to be conducted as per the Arbitration Act
- 1.9. For Notices, the procurement entity's address is:
Director Supply Chain Management, County Government of Marsabit,
P.O. Box 384-60500, MARSABIT-KENYA

SECTION VI - TECHNICAL SPECIFICATIONS

1.1. General

- 1.1.1. These specifications describe the requirements for goods. Tenderers MUST quote for all equipment;
- 1.1.2. Tenderers must indicate under **SECTION VII - TECHNICAL SPECIFICATIONS (A) - SCHEDULE OF PARTICULARS** under 'TENDERER'S SPECIFICATIONS/ COMMENTS' **(This section is MANDATORY and Tenderer MUST complete it)** whether the supply comply with each specified requirement. Non-Conformity will lead to automatic disqualification;
- 1.1.3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required under **Section VII – Technical Specifications – Schedule of Particulars (A), and SECTION VII - TECHNICAL SPECIFICATIONS (B) – Factory Acceptance Test (FAT;**
- 1.1.4. Where the specifications are not clear, the interested tenderers may request for clarifications in line with **Section II – Instructions to Tenderers;**
- 1.1.5. The delivery period is as per **Section IV – Special Conditions of Contract.** Delivery period more than the period specified under the section shall be rejected. By mere tendering, it shall be assumed that tenderers are in agreement with this delivery period.

SECTION VII - TECHNICAL SPECIFICATIONS (A) - SCHEDULE OF PARTICULARS

SUPPLY & DELIVERY OF 15HP - MOTORISED FISHING BOAT SPECIFICATIONS

| TECHNICAL SPECIFICATIONS | | | |
|--------------------------|---|---|---|
| # | TENDER'S NAME: PURCHASE, SUPPLY AND DELIVERY OF (15 HP) 10No. FISHING BOATS. | | |
| | TENDER NO: MBT/COU/EU/FISHERIES/1/2019-2020 | | |
| | DESCRIPTION: PURCHASE, SUPPLY AND DELIVERY OF (15 HP) 10No. FISHING BOATS | | |
| | SPECIFICATION | REQUIRED | TENDERER'S SPECIFICATIONS/ COMMENTS (This section is MANDATORY and Tenderer MUST complete it |
| a) | Make | | |
| b) | Model | | |
| c) | Country of origin | EU & ACP Countries in line the Rules of Origin as laid down in Annex IV of the Cotonou Agreement as revised by DECISION No/2014 of the ACP-EU COUNCIL OF MINISTERS OF 20th June, 2014 (2014/428/EU) | |
| d) | Manufacturer's literature and specifications on boat and engine supplied. | Yes (Mandatory) | |
| c) | Detailed engineering drawings and dimensions of the boat indicating the general arrangement to be supplied. | Yes (Mandatory) | |
| 1. GENERAL | | | |
| a) | A standard production medium size speedboat of latest 2018 design and in current production. | Yes (Mandatory) | |

| | | | |
|------------------------------------|--|---|--|
| b) | Capable of operating in narrow channels, in tropical lakes and sea shorelines. | Yes (Mandatory) | |
| c) | To be able to transport fast and safely | Yes (Mandatory) | |
| d) | The boat must comply with internationally acceptable maritime standards. | Yes (Mandatory) | |
| 2. DIMENSIONS & WEIGHTS | | | |
| a) | Overall length, - including stern guard | 10-13ft | |
| b) | Breadth | 1.5-2.5M | |
| c) | Displacement | 230-250Kg | |
| d) | Depth midship, approx. | 0.45-0.65M | |
| e) | Draft, approx. | 0.15-0.18M | |
| 3 ENGINE | | | |
| a) | Make. | - | |
| b) | Model. | - | |
| c) | Country of origin | EU & ACP Countries in line with the Rules of Origin as laid down in Annex IV of the Cotonou Agreement as revised by DECISION No/2014 of the ACP-EU COUNCIL OF MINISTERS OF 20th June, 2014 (2014/428/EU) | |
| d) | Engines performance curves supplied | Yes | |
| e) | Out board Petrol Engine | Yes, (Mandatory) | |

| | | | |
|-----------------------------------|---|------------------|--|
| f) | Piston displacement for each engine, approx. | 244-246 | |
| g) | Weight | 38-41 Kgs | |
| h) | Full throttle operation range | 4500-5500r/min | |
| i) | Spark plug | B8HS-10 | |
| j) | Starting enrichment | Manual choke | |
| k) | Average fuel consumption at max boat speed, on full load | 7.7L/h@5500r/min | |
| l) | Idle speed | 1000-1100r/min | |
| m) | Engine fuel tank capacity, approx. | 25-27lts | |
| n) | Fuel tank, isolated, sealed away from inflammable material, capacity, approx. | Yes, 22-25lts | |
| o | Lubrication through oil pan(gear oil capacity) | Yes, 245-250cc | |
| 4. PROPULSION AND STEERING | | | |
| | Propeller driven. | Yes(Mandatory) | |
| | SPECIFICATION | | |
| a) | No. of Propeller blades, min 3, Metallic | Yes | |
| b) | Propeller diameter x pitch | Specify | |
| c) | Max. speed approximately (25 knots) | Yes | |
| 5. CONSTRUCTION | | | |

| | | | |
|--|--|-----|--|
| a) | Hull to be of G.R.P(Fibre/Glass reinforced plastic) - vee shaped. Flared forward hull. Sandwich construction - polyurethane foam filled hull with a high degree of buoyancy. | Yes | |
| b) | Deck, free-draining and non-slip | Yes | |
| c) | Standard features bow hatch, anchor roller, mooring bitt | Yes | |
| 6. CARRYING CAPACITY | | | |
| a) | Carrying capacity- 500kgs | Yes | |
| b) | Dry weight approximately 210kgs with inbuilt cooler boxes and provision of sitting benches | Yes | |
| 8. LIFE SAVING EQUIPMENT AND OTHERS | | | |
| a) | The boat must be fitted with all the standard life saving equipment and other facilities which must include below specified items. | Yes | |
| b) | Fire extinguishers, max no.2 (min 1kg each) (With fire horse fitted, annual expiry dates, fire blankets | Yes | |
| c) | Anchor, mooring and anchor ropes | Yes | |
| d) | 6 Adult lifejackets | Yes | |
| e) | Sea anchor, (min 5Kg) – one piece per boat | Yes | |
| f) | First aid kit, boat hook, torch paddles, rope, rescue quoits | | |
| g) | Life rings-----2 pcs | Yes | |
| 9. MANUALS | | | |

| | | | |
|-------------------------------|---|---|-----------------------------|
| a) | All literature in English language | Yes (Mandatory) | |
| b) | Operator's manuals supplied | Yes (Mandatory) | |
| 10. WARRANTY | | | |
| a) | Specimen of boat and engine warranties to be submitted when tendering. | Yes (Mandatory) | |
| b) | Each boat, engine supplied to carry a statement of warranty. | Yes (Mandatory) | |
| c) | Warranty duration, min. One (1) Year for marine engine | Yes (Mandatory) | |
| d) | Hull to carry extended warranty against manufacturing defects, min. two (2) years | Yes (Mandatory) | |
| e) | Authorization letter from the manufacturer confirming that the bidder/tenderer is a recognized agent/dealer/distributor is attached. | Yes (Mandatory) | |
| 11. OTHER REQUIREMENTS | | | |
| a) | Boat/engine will be inspected by the Kenya Maritime Authority, during construction and prior to delivery to the user, including issuing of Certificates for insurance and general maintenance | Yes (Mandatory) | By Kenya Maritime Authority |
| b) | Availability of spares for boat/boat engine/trailer | Indicate dealers who stock spare parts. | |
| c) | Names and addresses of engine and main boat equipment dealers/agents where back-up service can be obtained. | Specify/Mandatory | |

SECTION VII - TECHNICAL SPECIFICATIONS (B) – Factory Acceptance Test (FAT)

Factory Acceptance Test (FAT)

The Procuring Entity or its representative **shall** carry out inspections and /or tests on the equipment to confirm their conformity to the Contract specifications. The Technical Specifications shall specify what inspections and tests shall be carried out. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests will **be conducted at the premises of the Supplier or its subcontractor(s) and reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.**

Should any inspected or tested equipment fail to conform to the Specifications, the Procuring Entity may reject the equipment, and the Supplier shall replace the rejected equipment to meet specification requirements free of cost to the Procuring Entity.

The Procuring Entity's right to inspect, test and, where necessary, reject equipment after the equipment's arrival in the Procuring Entity's country shall in no way be limited by reason of the equipment having previously been inspected, tested, and passed by the Procuring Entity or its representative prior to the equipment shipment from the country of origin.

SECTION VIII - STANDARD FORMS

1.1. FORM OF TENDER

Date: _____

Tender No. _____

Chief Officer - Fisheries, County Government of Marsabit,
P. O. Box 384-60500, MARSABIT.

Gentlemen and/or Ladies:

Having examined the tender documents including Addenda Nos _____ (*insert numbers*), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to

PURCHASE, SUPPLY AND DELIVERY OF 10 MOTORIZED 15HP FISHING BOATS

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.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specifies in the Schedule of Requirements;

If our tender is accepted, we will obtain the guarantee of bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by County Government of Marsabit;

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 may be accepted at any time before the expiration of the period;

With our signature, we attest that we have not been debarred in the past by the Public Procurement Regulatory Authority in line with PPDA 2015, the procuring entity, the EU to participate in this tender and we have not been associated in the past with this project in line with **section 2.1.3 of the Instructions to Tenderers**;

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;

We understand that you are not bound to accept the lowest or any TENDER you may receive.

Dated this _____ day of _____ 20 _____

(signature)

(in the capacity of)

Duly authorized to sign tender for and on behalf of _____ (Name of Company/Stamp)

1.2. Form of Price Schedule for Goods

The rates inserted here below shall be for the **Purchase, Supply and Delivery Ten (10) MOTORISED (15 HORSE POWER ENGINE) FISHING BOATS** inclusive of all taxes and charges and conforming to the stated specifications

| Item | Description | Unit | Quantity | Rate (Kshs.) | Amount (Kshs.) | REMARKS |
|------|---|------|----------|--------------|----------------|---------|
| 1. | Purchase, Supply and Delivery of motorized boat (15horse power engine) fishing boat, single engine 15HP fixed on a boat with a capacity of 0.3 tonner | NO | 10 | | | |
| 2 | Spare Parts (Attach Schedule) | | | | | |
| 3 | Delivery and Any other costs | | | | | |
| | Sub-Total | | | | | |
| | VAT | | | | | |
| | Grand TOTAL | | | | | |

Note (1) The expected delivery period must be in line with **SECTION V - SPECIAL CONDITIONS OF CONTRACT**

Tender sum carried to Form of Tender _____ (amounts in figures and Words)

Signature of Tenderer _____ (Signature/Name of Signatory & Position/Company/Stamp)

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

1.3. FORM OF TENDER SECURITY

Whereas _____ (*name of the Tenderer*) (*hereinafter called "the Tenderer"*) has submitted its tender dated _____ (*date of submission of tender*) for the _____ (*hereinafter called "the tender"*) _____ KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (*hereinafter called "the Bank"*) are bound unto _____ County Government of Marsabit (*hereinafter called "Procuring Entity"*) in the sum of _____ for which payment well and truly to be made to the said County Government of Marsabit, 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: -

If the Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the tender form;

or if the Tenderer, having been notified of the acceptance of its tender by the County Government of Marsabit during the period of tender validity:

- i Fails or refuses to execute the Contract Form, if required; or
- ii Fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers.

We undertake to pay to the County Government of Marsabit up to the above amount upon receipt of its first written demand, without the County Government of Marsabit having to substantiate its demand, provided that in its demand the County Government of Marsabit 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)

Name of Signatory

Seal

1.4. FORM OF CONTRACT

THIS AGREEMENT made the _____ day of _____ 20 _____ between
[*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called “the
Procuring entity) of the one part and [*name of tenderer*] of [*city and
country of tenderer*] (hereinafter called “the tenderer”) of the other part;

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements
- (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring Entity’s Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as
hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods
and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions
of the goods and the remedying of defects therein, the Contract Price or such other sum as may
become payable under the provisions of the Contract at the times and in the manner prescribed by
the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

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

1.5. FORM OF PERFORMANCE SECURITY

To [*name of Procuring entity*]

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

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

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

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

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____ [*name of bank or financial institution*]

_____ [*address*]

_____ [*date*]

1.6. FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

1.7. FORM 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 applies to type of business.

You are advised that it is a serious offence to give false information on this form.

Part-General: -

Business Name: - Location of Business Premises: -.....

Plot No: -.....Street/Road..... Postal Address: -.....Tel No; -

Nature of Business: -.....

Current Trade License No: -..... Expiring Date: -

Maximum Value of Business, which you can handle at any one time

Kshs:

Name of Bankers.....Branch:

Part 2(a) – Sole Proprietor

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

Nationality.....Country of Origin.....Citizenship Details:

Part 2 (b) – Partnership

Give details of partners as follows: -

| <u>NO.</u> | <u>NAME</u> | <u>NATIONALITY</u> | <u>CITIZENSHIP DETAILS</u> | <u>SHARES</u> |
|------------|-------------|--------------------|----------------------------|---------------|
|------------|-------------|--------------------|----------------------------|---------------|

1...../...../...../.....

2...../...../...../.....

3...../...../...../.....Part 2(c) –

Registered Company

Private/Public:

State the nominal and issued capital of the Company: -

Nominal Kshs:Issued Kshs:

Give details of all directors as follows: -

| <u>NO.</u> | <u>NAME</u> | <u>NATIONALITY</u> | <u>CITIZENSHIP DETAILS</u> | <u>SHARES</u> |
|------------|-------------|--------------------|----------------------------|---------------|
|------------|-------------|--------------------|----------------------------|---------------|

1...../...../...../.....

2...../...../...../.....

Date: -.....Signature of Applicant.....

- If Kenyan Citizen, indicate under “Citizenship Details” Whether by birth,
- Naturalisation or Registration
- GPK (L)

Date -----Signature of Applicant -----

1.8. TENDER QUESTIONNAIRE

Please fill in block letters.

- 1. Full names of tenderer;
.....
- 2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
- 3. Telephone number (s) of tenderer;
.....
- 4. Telex of tenderer;
.....
- 5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;
.....
- 6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....

Signature of Tenderer

Make copy and deliver to: _____ (*Name of Employer*)

1.9. FORM OF MANUFACTURER’S AUTHORIZATION

To *[name of the Procuring entity]*

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

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

[signature for and on behalf of manufacturer]

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

1.10. DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the works/supplies under any heading, he must give below the details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

| FULL NAME AND ADDRESS OF THE SUB-CONTRACTOR | PORTION OF WORKS TO BE SUB-CONTRACTED AND CONTRACT VALUE | SUB-CONTRACTOR'S EXPERIENCE IN SIMILAR WORKS |
|---|--|--|
| | | |

Note: Attach relevant evidence.

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

1.11. COMMITMENT TO CODE OF ETHICS FORM

PART I - Title - DECLARATION FOR CODE OF ETHICS

This code may be cited as the Code of Ethics for Suppliers in Public Procurement & Disposal

1. Interpretation

In this codes, unless the context otherwise requires-

“The Act” MEANS The Public Procurement and Asset Disposal Act, 2015 or any amendment or modification thereof

“Candidate” means a person who has obtained the tender documents from a public entity pursuant to an invitation notice by a procuring entity

“Code of Ethics” means a statement encompassing the set of rules based on values and the standards of conduct to which suppliers are expected to conform

“Consultant” is a person who provides services of predominantly intellectual, technical or advisory nature

“Contractor” means a person who enters into a procurement contract with a procuring entity to supply goods, works or services, and includes the main contractor

“Ethics” means values, customs, rules or principles, which govern right conduct

“Gift” has meaning assigned to it in the Leadership and Integrity Regulations, 2015

“Integrity” means the quality of being honest and having strong moral and ethical principles

“Persons” has meaning assigned to it in Article 260 of the Constitution and includes sole proprietorship

“Procuring Entity” means a public entity making a procurement to which the Public Procurement and Disposal Act, 2005 or any amendment or modification thereof applies

“Public Officer” has the meaning assigned to it in Article 260 of the Constitution

“Regulations” means regulations made under the Public Procurement and Asset Disposal Act, 2015 or any amendment or modification thereof

“State Officer” has the meaning assigned to it in Article 260 of the Constitution.

“Supplier” means a candidate, bidder, and tenderer, Contractor, service provider or a consultant.

“Tenderer” means a person who submitted a tender pursuant to an invitation by a public entity

For purposes of this Code, all terms used, unless expressly defined herein, have the meaning assigned to them in the Act.

2. Application of the Code

- (i) This Code of Ethics is applicable to suppliers participating in public procurement or disposal of public assets.
- (ii) The objective of the Code is to set minimum standards of ethical behavior for Suppliers to ensure compliance with the Act and the Regulations and the adoption of good business practices.

PART II – REQUIREMENTS/OBLIGATIONS OF THE SUPPLIERS

3. Laws and Regulations

- (i) All public procurement & disposal shall be undertaken in accordance with the values and principles of the Constitution of Kenya, 2010 (Article 10)
- (ii) All Suppliers shall comply with the rule of Law.
- (iii) Suppliers shall observe other laws, regulations, rules and practices relating to taxation, labour, health and safety standards as well as environmental protection.

4. Professionalism

- (i) Suppliers are required to comply with professional standards of their industry or of any professional body of which they are members. Where a supplier is a member of a professional body, the Supplier shall uphold the code of ethics of the respective profession and be of good standing.
- (ii) Suppliers shall maintain the highest standards of integrity and professionalism in their operations.
- (iii) Suppliers in public procurement shall accord mutual respect and courtesy to the public officer(s) and other suppliers without compromising their independent and distinct roles.
- (iv) Public procurement & disposal activities shall be undertaken with the objective of meeting the closest public scrutiny.

5. Impartiality

A supplier shall not engage in acts aimed at encouraging patronage, tribalism, cronyism and nepotism.

6. Gifts, Favors and Corrupt practices

- (i) A supplier shall not offer or give gifts of any kind to public entities and/or the employees.
- (ii) No supplier shall contact, unduly influence or exert pressure on any member of a committee or any other employee of a procuring entity to take a particular action which favour's or tends to favour them.
- (iii) A supplier shall not engage in fraudulent, collusive, or corrupt practices, or inappropriate influences.
- (iv) A supplier shall not act inappropriately by attempting to interfere with the procurement process

7. Conflict of Interest

- (i) A supplier shall not accept contracts which would constitute a conflict of interest with any prior or current contract. Suppliers shall disclose to all concerned parties those conflicts of interest that cannot be reasonably avoided.
- (ii) A supplier shall not enter into a contract with a procuring entity if the supplier is:
 - o An employee of the procuring entity or a member of a board or committee of the procuring entity;
 - o A State Officer, public Officer or a member of a board or committee of the Government or any department of the Government or a person appointed to any position by the President or a Cabinet Secretary;
 - o A person, including a corporation, who is related to a person described in paragraph (i) or (ii). A relative has meaning assigned to it in section 33(2) of the Public Procurement and Asset Disposal Act, 2015 or any amendment or modification thereof applies;
 - o Debarred from participating in procurement proceedings.

8. Performance of Duties

8.1. A supplier shall:

- (i) Duly sign this code of ethics and include it in a tender, proposal or quotation submitted.
- (ii) Obtain and submit bid documents in the manner prescribed in the tender notice and tender documents
- (iii) Supply the right quantity and quality of the contracted item and deliver at the stipulated time(s) and shall not abandon the work that they have been contracted to do.
- (iv) Perform the obligations of the contracts efficiently and effectively

8.2. Suppliers shall not participate in procurement proceedings without invitation to tender and understanding the instructions to tenderers.

- 8.3. While responding to tenders, quotation or request for proposals, bidders should not include unfair, discriminatory or unreasonable conditions in their bids.
- 8.4. Suppliers should
- (i) Ensure that their deliverables provide value for money in terms of cost, quality, quantity and timeliness of the delivered works, goods or services.
 - (ii) Ensure that competent persons carry out the contractual obligations of the supplier.
 - (iii) Accept full responsibility for all works, services or supplies provided
- 8.5. A supplier shall not
- (i) Obstruct or hinder an officer of the Authority or any other authorized person from carrying out a duty or function or exercising a power relating to procurement and disposal.
 - (ii) Knowingly or in collusion with others lie to or mislead a person carrying out a duty or function or exercising a power relating to procurement and disposal.

9. Communication and Accuracy of Information

A supplier shall:

- (i) Observe strict communication limitations during the bidding process and as provided for in the Act
- (ii) Respond promptly and courteously to all proper requests for information, clarifications, complaints or enquiries from procuring entities, the Authority or any law enforcement agency.
- (iii) Ensure that all information provided to procuring entities is given in writing by Authorized Officers.
- (iv) Ensure that certified copies of all mandatory certificates are availed
- (v) Ensure that information given while participating in public procurement or disposal is true, accurate and fair, and not designed to mislead.

10. Confidentiality

Information obtained in the course of performance of a procurement contract shall not be disclosed to unauthorized persons and shall not be used for the Supplier's advantage or material gain or for furtherance of private interest. The obligation to preserve the confidential information continues even after the business/contractual relationship with the Procuring Entity ends.

11. Duty to report impropriety/corruption

A supplier shall reject and report to the PPOA and/or the relevant agency any procurement practice which might be deemed improper.

PART III - OVERSIGHT BY THE PPRA

- 12. PPRA shall assist in undertaking continuous training of the suppliers to eliminate malpractices which might arise due to ignorance of the public procurement system.
- 13. PPRA will exercise oversight in the enforcement of this Code of Ethics, including taking remedial measures where the Code of Ethics is breached
- 14. PPRA shall revise the code of ethics as appropriate in consultation with the relevant stakeholders

PART IV - COMPLIANCE & MONITORING

- 15. A Procuring Entity may conduct due diligence, on-site evaluations and inspections of suppliers' facilities and/or project site, including those of their subcontractors and Joint Venture partners to review their compliance to this Code during execution of the Contract.
- 16. PPRA shall, on its own motion or upon receipt of a complaint, inquire into the allegation of the violation of the Code of Ethics and institute debarment proceedings in line with Regulation 90 of the Public Procurement and Disposal Regulations, 2006
- 17. PPRA shall establish a complaints management system for reporting and receipt of complaints on alleged violations of the Code of Ethics

- 18. PPRA may collaborate and partner with other agencies, organizations and professional bodies in enforcement of this Code of Ethics.
- 19. All Procuring Entities shall submit a report to PPRA, annually or upon request, of any breaches by suppliers, and any action taken against the breach, in such format as is provided by PPOA.

PART V - ENFORCEMENT OF THE CODE

- 20. Any person may lodge a complaint alleging a breach of this code by a supplier to the Authority or a Procuring entity.
- 21. Upon receipt of the complaint, the Authority or the Procuring entity shall register and carry out investigations into the complaint, and may take action against the supplier in accordance with the Act and any Regulations
- 22. A breach of this Code shall be subject to a debarment process as stipulated in the Act which may attract a debarment for a period not less than five years. The breach may further be subjected to a Court process that may lead to the imposition of other penalties as stipulated in the Act and other Laws.
- 23. A Procuring Entity may disqualify a supplier from further participation in a procurement or disposal proceeding or terminate a contract if it establishes a breach of this Code
- 24. A breach of this Code shall lead to termination of registration of a supplier
- 25. A supplier who violate the law or engage in unethical business dealings may be subject to disciplinary proceedings.

26. Declaration and Signature

- 26.1. I (Supplier)
Confirm that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act 2015 and the Code of Ethics for Suppliers and my responsibilities under the Code.
- 26.2. I also certify that I am duly authorized to sign this Code on my own behalf and on behalf of my organization, and agree to comply with the Code of Ethics.

Name.....Sign.....

Position.....

Office address.....Telephone.....

E-mail.....

Name of the Firm.....

(Company Seal/ Rubber Stamp where applicable)

Sworn at.....

By the said

Deponent

This.....day of.....20.....

Before Me.....

Commissioner for Oaths/Magistrate}

8.6. 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

8.7. LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To:

_____ [name of the Contractor]

_____ [address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the
Contract Price of Kshs. _____ [amount
in figures] [Kenya Shillings _____ (amount in
words)] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with
the Contract documents.

Authorized
Signature _____

Name and Title of Signatory _____

Attachment: Agreement

8.8. 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 of20.....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 an order/orders that: -

- 1.
 - 2.
- etc

SIGNED (Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED
Board Secretary