



TENDER DOCUMENT

FOR

**SUPPLY, DELIVERY AND COMMISSIONING
OF ONE (1) MARINE PATROL BOAT AT
LAMU**

TENDER NO. KRA/HQS/NCB-027/2019-2020

**TIMES TOWER BUILDING
P.O. BOX 48240 – 00100
TEL: +254 02 310900/
NAIROBI, KENYA.**

Email: eprocurement@kra.go.ke

**PREBID DATE : 30TH OCTOBER 2019 at 11.00 AM
TIMES TOWER**

CLOSING DATE: 6TH NOVEMBER 2019 at 11.00AM

CHECKLIST FORM

This form has been provided to help bidders in preparation of their bids ensuring that all the tender mandatory requirements are in place. Bidders are therefore required to tick once they attach or fill/sign the documents that the tender has requested for.

| S/N | ITEM DESCRIPTION | Mandatory |
|-----|---|---------------------------|
| | | Kindly tick once attached |
| 1. | Copy of valid Tax Compliance Certificate | |
| 2. | Certificate of Registration or Incorporation | |
| 3. | Power of Attorney (Sole Proprietors Exempted) | |
| 4. | Letter from the bank indicating that the firm is Currently operating an account. | |
| 5. | <ul style="list-style-type: none"> • Attach copy of Registration of Business/Certificate of Incorporation • Attach a Duly Filled, Signed and Stamped Confidential Business Questionnaire • Attach a Duly Filled, Signed and Stamped Form of Tender • Attach a Bid Security of Kshs 100,000.00 valid for 365 days ie (5th November,2020) | |
| 6 | Manufacturers Authorization or Authorization dealership certificate. | |

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SECTION I

INVITATION TO TENDER



Tender Notice

The Kenya Revenue Authority invites sealed bids from eligible candidates for the following tenders:

| NO. | DESCRIPTION | ELIGIBILITY | PRE- BID DATE AND TIME | CLOSING DATE AND TIME |
|-----|---|-------------|--|---|
| 1 | KRA/HQS/NCB-027/2019-2020: SUPPLY, DELIVERY AND COMMISSIONING OF ONE (1) MARINE PATROL BOAT | OPEN | 30 th October, 2019 11.00 AM Times Tower Forodha House Mombasa | 6 th November, 2019 11.00 AM Times Tower |

- Interested eligible candidates may obtain further information and inspect the tender documents with detailed requirements at the office of the Deputy Commissioner-Supply Chain Management, Times Tower Building, 25th Floor.
- A complete set of bidding documents in English may be obtained from KRA E-Procurement portal available on the KRA website www.kra.go.ke. Prospective bidders should register for E-Procurement to enable them access the KRA portal under "New Supplier Registration" found under the Tender Tab.
- Existing Suppliers with V-numbers and SRM passwords will automatically obtain the tender document in their SRM supplier portal. Existing Suppliers List is available on KRA Website under Tenders.
- Completed Bids are to be saved as PDF documents marked "**KRA/HQS/NCB-27/2019-2020: Supply, Delivery and Commissioning of one (1) Marine Patrol Boat**" and submitted to the appropriate KRA E-procurement Web Portal found on the KRA website so as to be received on or before **6th November 2019 at 11.00 a.m.**
- Submission shall strictly be done Electronically via KRA E-Procurement Portal. Bidders to note that system bid submission issues shall not be addressed within 24 hours to the tender closing date and time.
- Bids will be opened electronically promptly after closing time and Bidders or their representatives are welcome to witness the opening at **Times Tower Building**.
- An original hard copy of the Bid Security of not less than the indicated amount or equivalent amount in a freely convertible currency must be dropped in the **Tender security Box** located at **Times Tower Building**, Ground Floor any day before the tender closing date. The Bid Security must be in a sealed envelope bearing the Tender Description and addressed to the address indicated below.

Deputy Commissioner-Supply Chain Management
Times Tower Building, 25th Floor,
P.O Box 48240– 00100 GPO,
Tel. +254 020 310900
Nairobi, Kenya.
website: www.kra.go.ke
Email : eprocurement@kra.go.ke

Any canvassing or giving of false information will lead to automatic disqualification.

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II

- INSTRUCTIONS TO TENDERERS

Eligible Tenderers

2.1.1 This Invitation for Tenders is open to firms registered for Supply, delivery and Commissioning of Marine Patrol Boats.

Successful tenderers shall complete the supply of the boat, by the intended completion date specified in the Schedule of Requirements Section VI.

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

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

2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

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 KRA, 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 bid document shall be downloaded from the KRA website free of charge.

2.4

The Tender Document

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

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

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.

Clarification of Documents

2.5

A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or electronic mail eprocurement@kra.go.ke received not later than Seven (7) days prior to the closing of the tender.

T
h

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 KRA's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have registered for the tender in the KRA supplier portal.

2.5.2 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 Any addendum issued shall be part of the tender document and shall be communicated on the KRA Website and via electronic mail to all registered bidders.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the KRA, 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 KRA, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

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

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below;
- (b) documentary evidence established in

accordance with paragraph 2.1.2 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9

Tender Forms

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule, the unit prices and total tender price of the goods it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the KRA.
- 2.10.3 Prices quoted by the tender shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.
- 2.10.4 The validity period of the tender shall be 335 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 KRA'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 KRA's satisfaction;
 - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract; and
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance,

repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract.
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods.
 - (c) a clause-by-clause commentary on the KRA'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 Tender Security required is **Kshs. 100.000.00** (One hundred Thousand Shillings) valid for 365 days ie up to 5th November 2020

2.15

Validity of Tenders

- 2.15.1 Tenders shall remain valid for **335 days** or as specified in the Invitation to Tender after the date of tender opening prescribed by the KRA, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the KRA as non-responsive.
- 2.15.2 In exceptional circumstances, the KRA may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16

Format and Submitting of Tender

- 2.16.1 Bidders to note that the **TECHNICAL AND FINANCIAL** proposal shall be combined. The bids Bids shall be submitted through the KRA supplier Portal. Combined technical & Financial proposal Shall be submitted as one document to the Notes and attachments section.
- 2.16.2 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.

2.18

Deadline for Submission of Tenders

- 2.18.1 Tenders must be submitted to KRA through the supplier portal not later than **6th November 2019 at 11.00 am. The system shall not permit submission after the said date and time.**

KRA 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 KRA 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 the tender after submission and resubmit to the Notes and attachment Section. Tenderer to note that before resubmission all prior version/document must be deleted. A bidder should only submit one document.

- 2.19.2 The Tenderers may withdraw their submissions prior to the tender closing date and time through the supplier portal. A tender once withdrawn cannot be resubmitted.

- 2.19.3 The KRA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

- 2.19.4 The KRA 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 KRA shall open all the submitted tenders in the presence of tenderers' representatives who choose to attend, in the location specified in the Invitation to Tender. The combined Technical and Financial proposal shall be opened on **6th November 2019 at 11:00 am.**

The tenderers' representatives who are presence 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 KRA, at its discretion, may consider appropriate, will be announced at the opening.

- 2.20.3 The KRA 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 KRA 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 KRA in the KRA'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 KRA 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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity. If there is a discrepancy between words and figures the amount in words will prevail.
- 2.22.3 The KRA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the KRA 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 KRA'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 KRA 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 KRA 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 KRA 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 Kenya Revenue Authority does not allow any margin of preference.

2.26

Contacting the Kenya Revenue Authority

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the KRA 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 KRA 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 KRA 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 KRA 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 KRA 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 KRA 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) KRA's Right to Vary Quantities

- 2.27.5 The KRA 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) KRA's Right to Accept or Reject Any or All Tenders

2.27.6 The KRA 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 KRA's action.

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, KRA 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, KRA 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 KRA notifies the successful tenderer that its tender has been accepted, KRA 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 KRA.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the KRA, the successful tenderer shall Furnish KRA with performance security (10% of the contract Value) in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the KRA.

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 in which event the KRA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

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

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Kenya Revenue Authority, 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 Kenya Revenue Authority of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| INSTRUCTIONS TO TENDERERS REFERENCE | PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS |
|-------------------------------------|---|
| 2.1.1 | The tender is open to bidders registered for Supply, delivery and Commission of Marine Patrol Boats at Lamu. |
| 2.1.2 | Declaration of No Conflict of Interest is incorporated in the Confidential Business Questionnaire. |
| 2.1.3 | Bidders may download the tender documents free of charge from the Kenya Revenue Authority website www.kra.go.ke . |
| 2.1.4 | Tender Validity Period is 335 days from the date of tender opening |
| | A bid security of Kshs 100,000.00 valid for 365 days ie 5 th November, 2020. |
| | The technical specifications are given on pages 28 |
| 2.2.2 | The bidder must provide an appropriate written power of attorney establishing the authorization of the signatory to the tender documents to bind the bidder. |
| 2.2.3 | <i>This tender is based on ONE (1) bid system. The bidder shall submit combined technical and financial proposals electronically via the supplier portal in the Notes and attachment Section of the RFX (Tender). The Tender shall open on 6th November, 2019 at 11:00 hours, local time,</i> |
| | Place: Convention Centre on the 5th Floor of Times Tower |
| 2.3 | Opening of tender documents will be done in public immediately after the tender closing. |
| 2.4 | Bidders are expected to examine all instructions, forms, terms, specifications, and other information in the Bidding Documents. |
| | Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. |
| 2.5 | Award shall be to the lowest evaluated bidder |
| 2.6 | The performance security required will be 10% of the Contract Value. |

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III -GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- (a) “The Contract” means the agreement entered into between the 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 Kenya Revenue Authority (KRA), the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.
- (f) “GCC” means the General Conditions of Contract
- (g) “SCC” means the Special Conditions of Contract
- (h) “Day” means calendar day

3.2 Application

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

3.2.2 Indemnity

The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnitee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or wilful misconduct of such indemnitee

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 Authority'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 Authority 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 Authority's prior enumerated in paragraph 3.5.1 above.

3.5.3 Any document, other than the Contract itself, enumerated in Procuring entity and shall be returned (all copies) to the KRA on completion of the Tenderer's performance under the Contract if so required by the Authority.

3.6 Patent Rights

The tenderer shall indemnify the Procuring entity against all or industrial design rights arising from use of the Goods or any part thereof in the Authority'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 from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency acceptable to the Authority 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 Authority, in the form provided in the tender documents.

- 3.7.4 The performance security will be discharged by the Authority 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 Authority or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Authority 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 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 Authority If
- 3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alternations necessary to make specification requirements free of costs to the Authority.
- 3.8.4 The Authority'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 KRA as specified in the contract.

- 3.12.3 **Indemnity**

The Procuring Entity agrees to indemnify and hold harmless Contractor and its affiliates and each of their respective directors, officers, agents, employees and sub-contractors (each an “indemnatee”), and defend them from and against any and all claims (whether during or after the term) that may arise or result from the performance of obligations under the contract by or on behalf of Contractor, except to the extent any such claims result from a breach of this contract directly attributable to the gross negligence or willful misconduct of such indemnitee

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 (1) year.
- 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 Authority'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 Authority 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 Authority;
 - (b) if the tenderer fails to perform any other obligation(s) under the Contract;
 - (c) if the tenderer, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3.16.2 In the event the Authority 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 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 Authority 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.

3.20 Notices

- 3.18.1 Any notices given by one party to the other pursuant to this contract shall be sent to the other by post, Fax or Email and confirmed in writing to the other party's address specified in SCC.
- 3.18.2 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. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2. Special conditions of contract as relates to the GCC.

| REFERENCE OF GCC | SPECIAL CONDITIONS OF CONTRACT |
|------------------|---|
| 3.7 | <p>Performance Security</p> <p>The performance bond must be issued in the form of a bank guarantee. The bank guarantee must be valid in Kenya and be at least 10% of the contract value.</p> |
| 3.9 | <p>Packaging</p> <p>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.</p> |
| 3.10 | <p>Delivery</p> <p>Supply, Delivery and Commissioning of One (1) Marine patrol Boat at Lamu within the period indicated by the successful bidder(s) from the date of receiving the Local Purchase Order (LPO).</p> |
| 3.12 | <p>Payment Terms</p> <p>The Kenya Revenue Authority (KRA) payment terms are that payment shall be made within thirty (30) days from the date of delivery and provision of all supporting documents. However, KRA may negotiate mutually acceptable payment terms with the successful tenderer.</p> |
| 3.13 | <p>Prices</p> <p>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. All prices quoted by the tenderers must be inclusive of all taxes. Price variation shall not be allowed for a contract of a period of less than One (1) year.</p> |
| 3.17 | <p>Liquidated Damages</p> <p>If the delivery date is extended (except by mutual consent) a penalty amounting to 0.5% of the total cost will be charged per day up to a maximum of twenty (20) days. No deliveries shall be accepted after the twentieth working day in which case the LPO will automatically lapse and be deemed to have been cancelled at the close of business on the twentieth day. The Authority shall then be at liberty to realize the performance bond. In this clause, “days” means working days.</p> |
| 3.18 | <p>Resolutions of Disputes</p> <p>Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity</p> |

thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the Nairobi Centre for International Arbitration (Arbitration) Rules 2015, made under the Nairobi Centre for International Arbitration Act, 2013. *The place of arbitration shall be Nairobi.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

3.19 The language of all correspondence and documents related to the bid is: **English**. Unless explicitly specified in the Technical Requirements section, the key passages of all accompanying printed literature in any other language must be translated into the above language.

3.21

Kenya Revenue Authority

Deputy Commissioner-Supply Chain Management

Times Tower Building, 25th Floor,

P.O Box 48240– 00100 GPO, Tel.

+254 020 310900

Fax No. +254 020 215809

Nairobi, Kenya.

Email eprocurement@kra.go.ke

website: www.kra.go.ke

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

This tender covers the **Supply, Delivery and Commissioning of One (1) Marine Patrol Boat at Lamu.**

- 5.1.1 These specifications describe the requirements for goods/services.
- 5.1.2 Tenderers must indicate on the specifications sheets whether the goods offered comply with each specified requirement.

5.2 Instructions

- 5.2.1 *Bidders are required to fill the table format to respond.*
- 5.2.2 *Bidders MUST provide a substantive response for all features irrespective of any attached technical documents. Use of Yes, No, tick, compliant etc. will be considered non-responsive unless where specified.*
- 5.2.3 *The technical evaluation criterial below will NOT attract scores. Bidders are required to meet all the specifications. The rating will be Pass or Fail.*
- 5.2.4 *Bidders MUST append official company stamp and/or authorized signature on all attached technical data sheets.*

| |
|--|
| MARINE PATROL BOAT TECHNICAL SPECIFICATIONS |
|--|

HULL AND SUPERSTRUCTURE

1. GENERAL

| SPECIFICATION | BIDDERS RESPONSE (Refer to instructions under 5.2) | RATING |
|---|---|--------------|
| A) A standard production patrol boat of latest design in the class, robust GRP hull construction in current production(Fibre glass) | | Pass or Fail |
| b) Boat supplied new with forward cabin | | Pass or Fail |
| c) Capable of carrying boat crew full day on a routine basis | | Pass or Fail |
| d) Designed to heavy-duty specifications capable of operating in tropical conditions in extremes of weather in salt waters. | | Pass or Fail |
| e) Supplied for 85 HP electric start 2-stroke outboard engines installed with all remote drive control equipment | | Pass or Fail |

2. DIMENSIONS

| SPECIFICATION | BIDDERS RESPONSE (Refer to instructions under 5.2) | RATING |
|---|---|---------------|
| a) 7-8 Meters LOA | | Pass or Fail |
| b) 2-2.5 Meters Beam | | Pass or Fail |
| c) 0.5-1.0 Meters Depth mid ship | | Pass or Fail |
| d) 0.2 -0.3 Meters Draft | | Pass or Fail |
| e) 600- 800Kg tare Weight | | Pass or Fail |
| f) 1000-1200 kg Carrying capacity | | Pass or Fail |
| g) 240ltr in-built fuel tank with electrical gauge | | Pass or Fail |

3. EQUIPMENT

| SPECIFICATION | BIDDERS RESPONSE (Refer to instructions under 5.2) | RATING |
|---|---|---------------|
| a) Mooring hardware | | Pass or Fail |
| b) Polyvinyl gunwale | | Pass or Fail |
| c) Transom pad for 85HP 2 -stroke outboard engine mounting | | Pass or Fail |
| d) Stern seats | | Pass or Fail |
| e) Drain plugs | | Pass or Fail |
| f) Fendering on edge plus portable fender (3 pcs) | | Pass or Fail |
| g) Bow storage | | Pass or Fail |
| h) Center console with Hydraulic steering and coxswain seat | | Pass or Fail |
| i) First aid kit | | Pass or Fail |
| j) Life jackets 5 persons | | Pass or Fail |
| k) Life bouys/rings (2pcs) | | Pass or Fail |
| l) Boat hook(1 pc) | | Pass or Fail |

| | | |
|---|--|--------------|
| m) Forward Cabin with Extended Full Aluminum marine grade Sunshade with drop down sides | | Pass or Fail |
| n) Seating arrangement for 3-5crew | | Pass or Fail |
| o) Steering wheel mounted with all controls and coxswain seat | | Pass or Fail |
| p) Marine GPS/chart plotter/depth sounder fitted with East African coast cartography. | | Pass or Fail |
| q) Marine Radar | | Pass or Fail |
| r) Marine VHF Radio/Antenna/Antenna Mount | | Pass or Fail |
| s) Marine VHF Radio handheld set | | Pass or Fail |
| t) Loud hailer | | Pass or Fail |
| u) Navigation lights (Red/Green) & Stern light | | Pass or Fail |
| v) Blue flashing strobe light | | Pass or Fail |
| w) Search light (rotating) with remote | | Pass or Fail |
| x) Marine Compass illuminated | | Pass or Fail |
| y) fuel/water separator filter | | Pass or Fail |
| z) Deck Free draining and non slip | | Pass or Fail |
| aa) Electric bilge pump | | Pass or Fail |
| bb) Manual bilge pump | | Pass or Fail |

3. ENGINE SPECIFICATIONS:

| SPECIFICATION | BIDDER'S RESPONSE (Refer to instructions under 5.2) | RATING |
|--|--|---------------|
| a) Make Yamaha or equivalent | | Pass or Fail |
| b) Model | | Pass or Fail |
| c) Outboard electric start 2 stroke petrol | | Pass or Fail |

| | | |
|---|--|--------------|
| d) Minimum total rated Power 85HP | | Pass or Fail |
| e) Minimum rated power 85 HP per engine | | Pass or Fail |
| f) Power Trim & Tilt system | | Pass or Fail |
| g) Propeller driven | | Pass or Fail |
| h) Tachometer in Digital gauge (Integrated trim& hour) | | Pass or Fail |
| i) Manufacturer's literature supplied and to be in the English language | | Pass or Fail |

4. WARRANTY

| SPECIFICATION | BIDDERS RESPONSE (Refer to instructions under 5.2) | RATING |
|--|---|---------------|
| a) Each engine supplied to carry a statement of warranty from the Manufacturer | | Pass or Fail |
| b) Warranty duration 12 months minimum | | Pass or Fail |

5. MANUALS

| SPECIFICATION | BIDDERS RESPONSE (Refer to instructions under 5.2) | RATING |
|--|---|---------------|
| a) Operational literature supplied with boat | | Pass or Fail |
| b) Technical specifications for the engines | | Pass or Fail |
| c) Technical drawings for boat | | Pass or Fail |
| d) Powerboat training & commissioning at time of delivery onsite | | Pass or Fail |
| e) Manufacture Authorizations for engines and boat. | | Pass or Fail |
| | | |

Bidders Signature.....Stamp.....

SCHEDULE OF REQUIREMENTS

Procurement Item

| Item | Description |
|------|---|
| 1. | SUPPLY, DELIVERY AND COMMISSIONING OF ONE (1) MARINE PATROL BOAT AT LAMU |

Instructions on Submission of Bids

The Tenderer must submit combined **Technical** and **Financial Proposals**

The Proposals shall comprise of the following documents presented in the order given:

Section Document

Technical proposal

- A Business Permit
- B Power of Attorney (Sole Proprietors Exempted)
- C Confidential Business Questionnaire
- D Business Registration Certificate/Certificate of Incorporation
- E Valid Tax Compliance Certificate
- F Reference Letter from Bank
- G Clause-by-Clause response for the requirements in Section
- H Price Schedule
- I Form of tender (dully filled, signed and stamped)

NOTE:

Combined Technical and Financial proposals to be submitted to the notes and attachment section.

TENDER EVALUATION

a) Tender Responsiveness Criteria

The submission of the following items will be required in the determination of the completeness of the Bid. Bids that do not contain the following information required will be declared non-responsive and shall not be evaluated further.

| | MANDATORY REQUIREMENTS |
|-----------|---|
| 1. | Submission of Tender Documents <ul style="list-style-type: none">• Power of Attorney¹(exempt for Sole Proprietors) |
| 2 | Company Profile <ul style="list-style-type: none">• Attach copy of Registration of Business/Certificate of Incorporation• Duly Filled, Signed and Stamped Confidential Business Questionnaire• Duly Filled, Signed and Stamped Form of Tender• Bid Security of Kshs 100,000.00 valid for 365 days ie (5th November 2020) |
| 3. | Proof of Financial Resources Reference Letter from Bank confirming operation of an account (letter should be within the last 6 months) |
| 4. | Valid Tax Compliance Certificate |
| 5. | Valid Manufacturers Authorization Letter or Authorization dealership certificate. |

b) Vendor Evaluation Criteria

The following criteria will be used in the evaluation of all potential suppliers. The documents submitted will be evaluated for suitability and a bidder shall be allocated scores.

| Description of Criteria | Maximum Scores | Cut off score |
|--|-----------------------|----------------------|
| <p>Key Personnel Competency Profiles Attach C.Vs of least two (2) technical key staff with relevant technical experience ie Degree/Diploma or certificate in (Marine, Mechanical, Electrical engineering or any other relevant field)</p> <p>The CVs should be supported by academic or professional certificates. (Attach Academic/Professional Certificate to each CV)</p> <p>Degree – 2.5marks Diploma.....2mark Certificate1 mark</p> | 5 | 2.5 |
| <p>Experience/Reputation of the Firm Provide evidence of past undertaking of similar projects on boat manufacturing or assembling in Kenya) and attach completion certificates.</p> <p>Include a brief description of similar item delivered to at least 2 clients , value of contracts, and contact person phone number and email addresses) for similar equipment . Evidence to be attached is LSO/Contract. Each client is - 3 marks</p> | 6 | 3 |
| <p>Recommendation Letters Provide at least two recommendations letters from past clients (2 marks each)</p> | 4 | 2 |
| <p>After Sales Support Evidence of service network centers in Kenya</p> | 5 | 5 |
| TOTAL SCORES | 20 | 12.5 |
| <p>Note: A bidder must meet the cut-off score in order to proceed to the next stage of evaluation</p> | | |

Summary of Vendor, Technical and Financial evaluation

| Description | Maximum score | Cut-off score |
|-----------------------|---|----------------------|
| Tender Responsiveness | Mandatory | Mandatory |
| Vendor Evaluation | 20 | 12.5 |
| Technical Evaluation | Mandatory | Mandatory |
| Financial Evaluation | Award shall be to the lowest Evaluated Bidder. | |

\

PRICE SCHEDULE

The bid price shall be submitted in the form provided below

| S/No | Description | Quantity | Total Cost inclusive of all taxes. |
|---|---|----------|------------------------------------|
| 1 | Supply, Delivery and Commissioning of One (1) Marine Patrol Boat. | 1 | |
| Total (to be carried to the form of tender) | | | |

Note: *Prices should be inclusive of all applicable taxes.*

Tender's Signature _____

Official Stamp _____ Date _____

SECTION VIII - STANDARD FORMS

Notes on the Sample Forms

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

8.1 FORM OF TENDER

Date _____
Tender No. _____

To: KENYA REVENUE AUTHORITY
P. O. BOX 48240 – 00100 NAIROBI.

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, **Supply, delivery and Commissioning of One(1) Marine Patrol boat at Lamu** in conformity with the said tender documents for the sum of *total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted,*(Insert Tender name)* in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to 10% percent of the Contract Price for the due performance of the Contract , in the form prescribed by KRA

4. We agree to abide by this Tender for a period of **335 days** from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1; either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business; and Part 3.

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

| Part 1 – General | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|---|--------------------|----------------------------|--------------------|----------------------------|---------------|---|-------|-------|-------|-------|---|-------|-------|-------|-------|---|-------|-------|-------|-------|
| 1.1 | Business Name | | | | | | | | | | | | | | | | | | | | |
| 1.2 | Location of Business Premises. | | | | | | | | | | | | | | | | | | | | |
| 1.3 | Plot No..... Street/Road Postal Address Tel No. Fax E mail | | | | | | | | | | | | | | | | | | | | |
| 1.4 | Nature of Business | | | | | | | | | | | | | | | | | | | | |
| 1.5 | Registration Certificate No. | | | | | | | | | | | | | | | | | | | | |
| 1.6 | Maximum Value of Business which you can handle at any one time – Kshs. | | | | | | | | | | | | | | | | | | | | |
| 1.7 | Name of your Bankers Branch | | | | | | | | | | | | | | | | | | | | |
| Part 2 (a) – Sole Proprietor | | | | | | | | | | | | | | | | | | | | | |
| 2a.1 | Your Name in Full Age | | | | | | | | | | | | | | | | | | | | |
| 2a.2 | Nationality Country of Origin Citizenship Details | | | | | | | | | | | | | | | | | | | | |
| Part 2 (b) Partnership | | | | | | | | | | | | | | | | | | | | | |
| 2b.1 | Given details of Partners as follows: | | | | | | | | | | | | | | | | | | | | |
| 2b.2 | <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 10%;"></th> <th style="text-align: left; width: 30%;"><u>Name</u></th> <th style="text-align: left; width: 30%;"><u>Nationality</u></th> <th style="text-align: left; width: 30%;"><u>Citizenship Details</u></th> <th style="text-align: left; width: 10%;"><u>Shares</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">2</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td style="text-align: center;">3</td> <td>.....</td> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table> | | <u>Name</u> | <u>Nationality</u> | <u>Citizenship Details</u> | <u>Shares</u> | 1 | | | | | 2 | | | | | 3 | | | | |
| | <u>Name</u> | <u>Nationality</u> | <u>Citizenship Details</u> | <u>Shares</u> | | | | | | | | | | | | | | | | | |
| 1 | | | | | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | | | | |

4.....
.....

Part 2 (c) – Registered Company

2c.1 Private or Public
.....
.....

2c.2 State the Nominal and Issued Capital of Company-
Nominal Kshs.
Issued Kshs.

2c.3 Given details of all Directors as follows

| <u>Name</u> | <u>Nationality</u> | <u>Citizenship Details</u> | <u>Shares</u> |
|-------------|--------------------|----------------------------|---------------|
| 1..... | | | |
| 2..... | | | |
| 3..... | | | |
| 4..... | | | |
| 5..... | | | |

Part 3 – Eligibility Status

3.1 Are you related to an Employee, Committee Member or Board Member of Kenya Revenue Authority? Yes _____ No _____

3.2 If answer in '3.1' is **YES** give the relationship.
.....
.....
.....

3.3 Does an Employee, Committee Member, Board Member of Kenya Revenue Authority sit in the Board of Directors or Management of your Organization, Subsidiaries or Joint Ventures? Yes _____ No _____

3.4 If answer in '3.3' above is **YES** give details.
.....
.....
.....
.....

3.5 Has your Organization, Subsidiary Joint Venture or Sub-contractor been involved in the past directly or indirectly with a firm or any of its affiliates that have been engaged by Kenya Revenue Authority to provide consulting services for preparation of design, specifications and other documents to be used for procurement of the goods under this invitation? Yes _____ No _____

3.6 If answer in '3.5' above is **YES** give details.

.....
.....
.....
.....
.....

3.7 Are you under a declaration of ineligibility for corrupt and fraudulent practices?
YES_____ No_____

3.8 If answer in '3.7' above is **YES** give details:

.....
.....
.....
.....
.....

3.9 Have you offered or given anything of value to influence the procurement process? Yes
_____ No _____

3.10 If answer in '3.9' above is **YES** give details

.....
.....
.....
.....
.....

I DECLARE that the information given on this form is correct to the best of my knowledge and belief.

Date Signature of Candidate

.....

- If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called “the tenderer”) has submitted its tender dated [date of
submission of tender] for the **Supply, Delivery and Commissioning of One (1)
marine patrol Boat at Lamu** (hereinafter called “the Tender”)
..... KNOW ALL PEOPLE by these presents
that WE of
..... having our registered office at
(hereinafter called “the Bank”), are bound unto [name of Procuring entity]
(hereinafter called “the Procuring entity”) in the sum of
for which payment well and truly to be made to the said Procuring entity, the Bank binds
itself, its successors, and assigns by these presents. Sealed with the Common Seal of the
said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

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

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

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

[signature of the bank]
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between KRA of Kenya [*country of* (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 **Supply, delivery and Commissioning of One (1) Marine Patrol boat at Lamu** and has accepted a tender by the tenderer
for the _____ in the sum of
..... [*contract price in words and figures*] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITY FORM

To Kenya Revenue Authority

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____
_____ [*reference number of the contract*] dated _____ 20 _____ to
Supply and Deliver and Commission One (1) Marine patrol boat at Lamu
(hereinafter called “the Contract”).

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

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

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

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

Signed and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENT FORM

To Kenya Revenue Authority

[name of tender]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To Kenya Revenue Authority

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.

8.8 LETTER OF NOTIFICATION OF AWARD

**Kenya Revenue Authority
P.O. Box 48240 – 00100,
Nairobi.**

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.

Deputy Commissioner,
Supply Chain Management,
Haile Selassie Avenue, Times Tower, 25th Floor
Telephone: +254-020-2817022
Facsimile: +254-020-215809

FOR: **Commissioner-General**