

## ADDENDUM TO TENDER

Issued on 13 December, 2024

TENDER NO. MOESNA/OT/03/RSL-MCP/2024

TENDER FOR REGIONAL SHIPPING LINE(S) – MARITIME CABOTAGE PROTOCOL

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- 1.1 MOESNA invites sealed tenders from eligible bidders for:
- Regional Shipping Line(s) – Maritime Cabotage Protocol
- 1.2 It is hereby notified that the above tenders **MOESNA/OT/03/RSL-MCP/2024** closing is hereby extended to close on **Friday 10<sup>th</sup> January 2025 at 1700HRS** East African Time from the original date of **Tuesday 17<sup>th</sup> December 2024**.
- 1.3 All bidders must submit the following filled in mandatory bidder forms below as contained in the addendum:
1. Form of tender
  2. PRQ1-Registration of Suppliers
  3. PRQ2-Confidential Business Questionnaire form
  4. PRQ3-Past Experience
  5. PRQ4- Litigation history
  6. PRQ5- Sworn Statement
  7. PRQ 6- Price Schedule
- 1.4 Interested eligible candidates may view and download the document **free of charge** from the MOESNA website on the following link: - <https://moesna.org/opportunity-2#>
- Bidders who download the tender document from the MOESNA Website shall be required to email their detailed contact information and a soft copy of their tender submission in addition to two hard copies of the same to [opportunities@moesna.org](mailto:opportunities@moesna.org) for future communication regarding the tender.**
- 1.5 Candidates may also obtain further information/clarifications through the email [opportunities@moesna.org](mailto:opportunities@moesna.org)
- 1.6 Prices quoted shall be exclusive of duty and other taxes and shall remain valid for **150 days** from the closing date of the tenders.
- 1.7 The completed tender documents, **shall be submitted in either two hard copies or an electronic copy sent to [opportunities@moesna.org](mailto:opportunities@moesna.org)**  
Hard copy submissions are to be marked as: -  
“**ORIGINAL TENDER**” and “**COPY OF TENDER**”.  
and shall be placed in one outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked “**DO NOT OPEN BEFORE Friday, January 10, 2025, at 1700hours**”, and shall be addressed to: -

**The Secretary General  
MOESNA Secretariat  
Palm Drive, Off Links Road, Nyali  
P.O Box 89112 – 80100 GPO  
MOMBASA, KENYA**  
Tel: +254 722 207940/ +254 721 207940  
Email: [opportunities@moesna.org](mailto:opportunities@moesna.org)

**SECTION I - INVITATION TO TENDER**

**13<sup>th</sup> December 2024**

**TENDER NO. MOESNA/OT/03/RSL-MCP/2024**

**TENDER FOR REGIONAL SHIPPING LINE(S) – MARITIME CABOTAGE PROTOCOL**

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1.1 The Maritime Organization for Eastern, Southern and Northern Africa, (MOESNA) invites sealed tenders from eligible candidates for the **Regional Shipping Line(s) – Maritime Cabotage Protocol**.

1.2 Interested eligible candidates may view and download the document **free of charge** from the MOESNA website on the following link: - <https://moesna.org/opportunity-2#>

**Bidders who download the tender document from the MOESNA Website shall be required to email their detailed contact information and a soft copy of their tender submission to [opportunities@moesna.org](mailto:opportunities@moesna.org) for future communication.**

1.3 Candidates may also obtain further information at the MOESNA Secretariat offices at MOESNA Secretariat, Palm Drive off Links Road, Nyali, Mombasa through the email [opportunities@moesna.org](mailto:opportunities@moesna.org) or the official physical address given below.

1.4 Prices quoted shall be in USD exclusive of VAT and other taxes and shall remain valid for **150 days** from the closing date of the tenders.

1.5 The completed tender documents, shall be submitted in two copies, marked as: -

**“ORIGINAL TENDER” and “COPY OF TENDER”.**

and shall be placed in one outer envelope and sealed. This outer envelope shall bear the Tender number and name, and marked **“DO NOT OPEN BEFORE Friday, 10<sup>th</sup> January 2025 at 1700hours**, and shall be addressed to:-

**The Secretary General  
MOESNA Secretariat  
Palm Drive, Off Links Road, Nyali  
P.O Box 89112 – 80100 GPO  
MOMBASA, KENYA  
Tel: +254 722 207940/ +254 721 207940  
Email: [opportunities@moesna.org](mailto:opportunities@moesna.org)**

## SECTION II- INSTRUCTIONS TO TENDERERS

The following instructions for the registration of bidders shall supplement, complement or amend the provisions of the instructions to bidders.

- (i) Evaluation and Comparison of Applications, the evaluation criteria shall be as follows: -

### 2 Qualification Criteria

#### A: PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)

	<b>Requirements</b>	<b>Score</b>
1.	Certificate of Registration/Incorporation	Mandatory
2.	Certified copy of Valid Tax Compliance Certificate/ Exemption certificate	Mandatory
3.	Copies of registration with relevant regulatory bodies ICTA.	Mandatory
4.	CVs of personnel, testimonials and /or current practicing certificates/membership to professional bodies for consultants/professionals	Mandatory

Any applicant who fails to provide **ALL** the mandatory requirements shall **NOT** proceed to the next stage of the technical evaluation.

Evaluation will be based on meeting the minimum requirements to pass in the criteria set as shown below. The attached forms PRQ-1, PRQ-2, PRQ-3, PRQ-4, PRQ-5, are to be completed by prospective suppliers who wish to submit for application of the tender.

## **2.1 Eligible tenderers**

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- 2.1.2. Tenderers involved in corrupt or fraudulent practices, contravening the code of ethical conduct or debarred from participating in public procurement shall not be eligible.

## **2.2 Cost of tendering**

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The procuring entity shall allow the tenderer to submit and review the tender document free of charge.

## **2.3 Contents of tender documents**

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with instructions to tenders.
- i) Instructions to tenderers
  - ii) General Conditions of Contract
  - iii) Special Conditions of Contract
  - iv) Form of tender
  - v) PRQ 1-Registration of Suppliers form
  - vi) PRQ 2-Confidential business questionnaire form
  - vii) PRQ 3-Past Experience
  - viii) PRQ 4-Litigation History
  - ix) PRQ 5-Sworn Statement
  - x) PRQ 6- Price schedule
  - xi) Terms of Reference of the Tender
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

## **2.4 Clarification of Documents**

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the Procuring entity in writing or by post, or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents.”
- 2.4.2. The procuring entity shall reply to any clarifications sought by the tenderer within 5 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.5 Amendment of documents**

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

## **2.6 Language of tender**

- 2.6.1. The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring entity, shall be written in English language. Any printed literature furnished by the tenderer may be written in

another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

## **2.7 Documents Comprising the Tender**

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

1. A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below and as provided in the appendices tender mandatory forms and instructions.
2. Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
3. Confidential business questionnaire form.

## **2.8 Form of Tender**

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

## **2.9 Tender Prices**

2.9.1 The tenderer shall indicate on the Price schedule the unit prices where applicable and total tender prices of the services it proposes to provide under the contract.

2.9.2 Prices indicated on the Price Schedule shall be the cost of the product quoted excluding VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.2.

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

2.9.5 Where contract price variation is allowed, the variation shall not exceed 20% of the original contract price.

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

## **2.10 Tender Currencies**

2.10.1 Prices shall be quoted in US Dollar unless otherwise specified in the appendix to Instructions to Tenderers

### **2.10.2 Conversion to a single currency**

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

## APPENDIX ON INSTRUCTIONS TO THE 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
2.10	Prices shall be quoted in USD (exclusive of taxes)
2.11	The closing date for the tender shall be <b>Friday, 10<sup>th</sup> January 2025 at 1700hours</b>
2.12	<p><b>EVALUATION CRITERIA</b></p> <p>The following evaluation criteria shall be applicable for this tender:</p> <p><b><i>Mandatory Preliminary Requirements</i></b></p> <ol style="list-style-type: none"> <li>i. Mandatory bidder forms (PRQ1-PRQ6),</li> <li>ii. Form of Tender duly filled and signed.</li> <li>iii. Power of Attorney.</li> <li>iv. Statutory documents as follows: - <ul style="list-style-type: none"> <li>• Registration certificate/ Certificate of incorporation</li> <li>• Valid Tax Compliance Certificate (TCC) or exemption.</li> <li>• Certificate from the registrar of companies</li> <li>• Valid trade license.</li> </ul> </li> <li>v. Confidential Business questionnaire duly filled and signed</li> <li>vi. Audited financial accounts for the past two years.</li> <li>vii. Bound document MUST be sequentially serialized (paginated) on every page</li> </ol> <p><b>Bidders must comply / meet all requirements in section 2.21 (Mandatory Compliance Requirements) to proceed to technical evaluation and thereafter financial evaluation.</b></p>

## SECTION III GENERAL CONDITIONS OF CONTRACT

### 3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The services” means services to be provided by the contractor including materials and incidentals which the bidder is required to provide to the Secretariat under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “GCC” means general conditions of contract contained in this section.
- g) “SCC” means the special conditions of contract.
- h) “Day” means calendar day.

### 3.2 Application

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

### 3.3 Patent Right's

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 services under the contract or any part thereof.



### **3.4 Prices**

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

### **3.5 Assignment**

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.

### **3.6 Termination for Default**

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 provide any or all of the services 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.

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, services similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar services.

### **3.7 Termination of insolvency**

The procuring entity may at the anytime terminate the contract by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such

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termination will not produce or affect any right of action or remedy, which has accrued or will accrue thereafter to the procuring entity.

#### **4.0 Termination for convenience**

4.1.1 The procuring entity by written notice sent to the contractor may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

4.1.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

#### **4.2 Resolution of disputes**

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

If after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

#### **4.3 Governing Language**

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

#### **4.4 Force Majeure**

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

#### **4.5 Applicable Law.**

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

#### **4.6 Notices**

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or E-mail and confirmed in writing to the other party's address specified in the SCC. A notice shall be effective when delivered or on the notices effective date, whichever is later.

## SECTION IV SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Prices shall be fixed for the period of contract implementation
4.2	Disputes shall be resolved between the two parties through mechanisms provided under the Kenyan Law
4.5	Kenyan Law
3.18	MOESNA Secretariat Palm Drive off Links Road, Nyali P.O Box 89112-80100 MOMBASA, KENYA Email: <a href="mailto:opportunities@moesna.org">opportunities@moesna.org</a>

## **STANDARD FORMS - MANDATORY BIDDER FORMS**

1. Form of tender
2. PRQ1-Registration of Suppliers
3. PRQ2-Confidential Business Questionnaire form
4. PRQ3-Past Experience
5. PRQ4- Litigation history
6. PRQ5- Sworn Statement
7. PRQ 6- Price Schedule



**FORM OF TENDER**

Date \_\_\_\_\_

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

To.....

.....

[Name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.. *[insert numbers,*  
the of which is hereby duly acknowledged, wed, the undersigned, offer to provide. *[description of services]*  
in conformity with the said tender documents for the sum of . *[total tender amount in words and figures]*  
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.
2. We undertake, if our Tender is accepted, to provide the services in accordance with the services schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the tender guarantee in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by (Procuring entity).
4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20  
*[signature]* *[In the capacity of]*

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

**FORM PRQ-1- REGISTRATION OF SUPPLIERS**

I/We ..... hereby apply for registration  
*(Name of Company/Firm)*

as suppliers of .....  
*(Item Description)*

Category No.....

Other branches and location .....  
.....  
.....

**Organization & Business Information**

Management Personnel ..... Job Title.....

1. ....

2. ....

3. ....

**Partnership (if applicable)**

Names of Partners

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

Indicate terms of trade/ sale /Payment.....

Enclose copy of profile of the firm indicating the main fields of activities

**FORM PRQ-2**

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

*Part I- General:*

Business Name .....

Location of business premises.....

Plot No. .... Street/Road.....

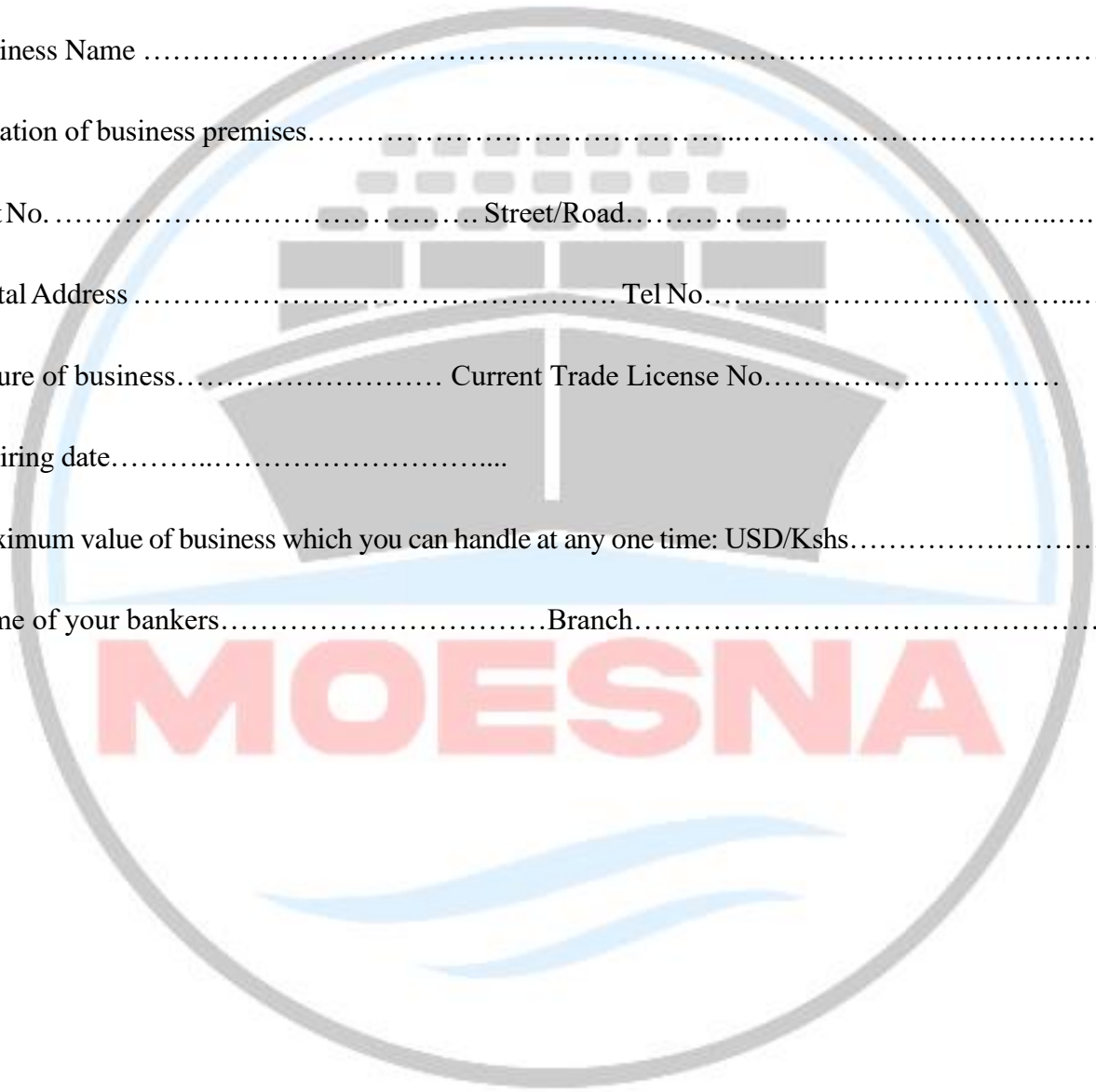
Postal Address ..... Tel No.....

Nature of business..... Current Trade License No.....

Expiring date.....

Maximum value of business which you can handle at any one time: USD/Kshs.....

Name of your bankers..... Branch.....



**Part 2 (a) – Sole Proprietor**

Your name in full..... Age.....  
Nationality.....Country of origin.....  
\*Citizenship details.....

**Part 2 (b) Partnership**

Given details of partners as follows:

<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
.....	.....	.....	.....
.....	.....	.....	.....

**Part 2 (c) – Registered Company:**

Private or Public.....

State the nominal and issued capital of  
company- Nominal Kshs. /USD

.....  
Issued Kshs. /USD .....

Given details of all directors as follows: -

<i>Name</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....
4. ....	.....	.....	.....

Date .....

Signature of Candidate.....

\*if Kenya Citizen, indicate under “Citizenship Details”, whether by Birth, Naturalization or Registration



**FORM PRQ-3 - PAST EXPERIENCE**

**NAMES OF AT LEAST THREE CLIENTS**

**1. Name of 1<sup>st</sup> Client(organization)**

- i) Name of Client (organization) .....
- ii) Address of Client (organization) .....
- iii) Name of Contact Person at the client (organization) .....
- iv) Telephone No. of Client .....
- v) Duration of Contract (date) .....
- vi) Signature and stamp of Organization.....

**2. Name of 2<sup>nd</sup> Client (organization)**

- i) Name of Client (organization) .....
- ii) Address of Client (organization) .....
- iii) Name of Contact Person at the client (organization) .....
- iv) Telephone No. of Client .....
- v) Duration of Contract (date) .....
- vi) Signature and stamp of Organization.....

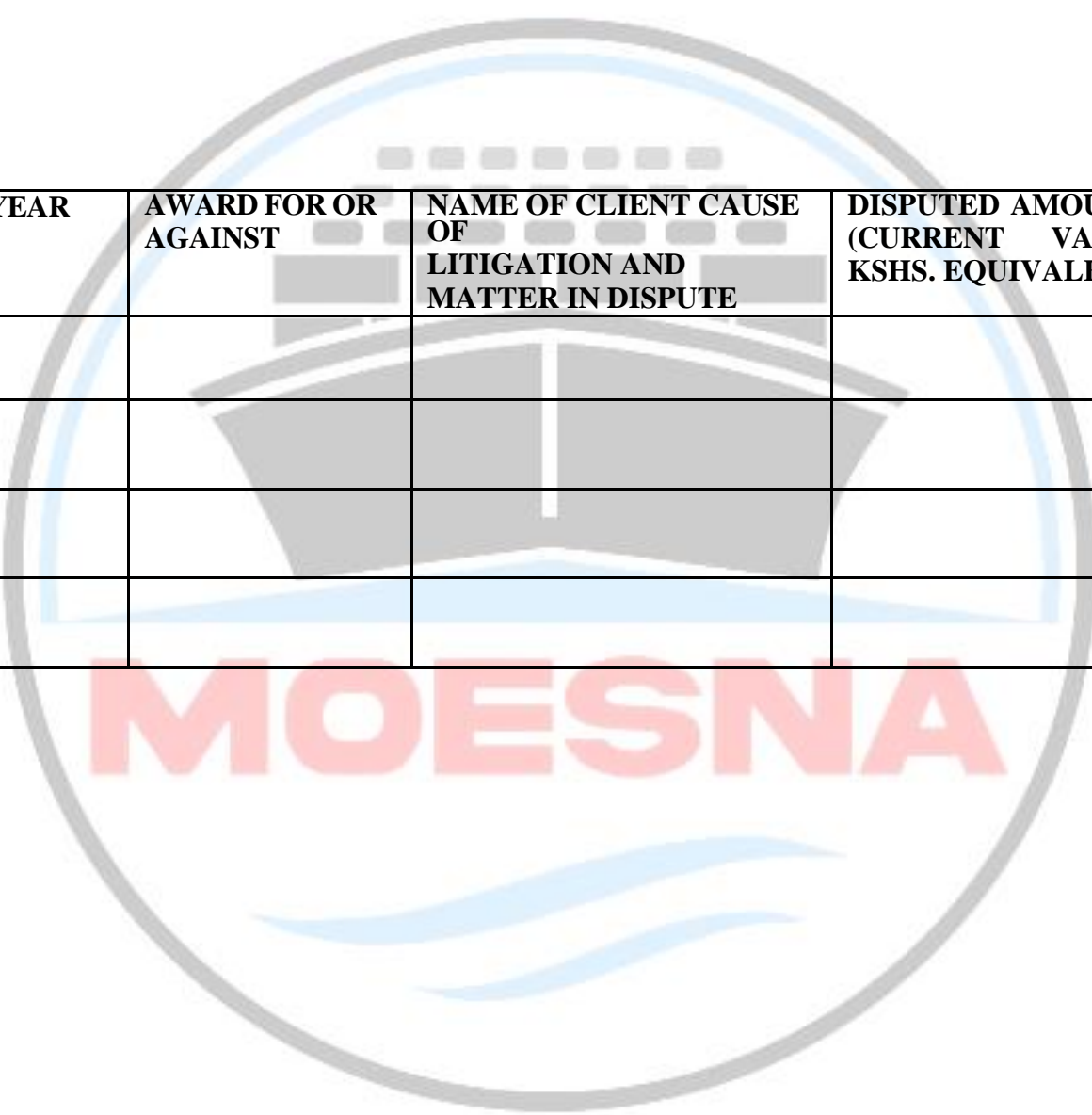
**3. Name of 3<sup>rd</sup>. Client (organization)**

- i) Name of Client (organization) .....
- ii) Address of Client (organization) .....
- iii) Name of Contact Person at the client (organization) .....
- iv) Telephone No. of Client .....
- v) Duration of Contract (date) .....
- vi) Signature and stamp of Organization.....



**FORM PRQ-4 - LITIGATION HISTORY**

Name of Contract Supplier.....



<b>YEAR</b>	<b>AWARD FOR OR AGAINST</b>	<b>NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE</b>	<b>DISPUTED AMOUNT (CURRENT VALUE, KSHS. EQUIVALENT)</b>

**MOESNA**

**FORM PRQ-5 - SWORN STATEMENT**

Having studied the Registration information for the above tender and I/we hereby state:

That the information furnished in our/my application is accurate to the best of my/our knowledge.

- a. That in case of being registered, we/I acknowledge that this grants us the right to participate in due time in the submission of tenders or quotations on the basis of provisions in the tender or quotation documents to follow.
- b. When the legal status, financial conditions, technical or contractual capacity of the firm changes such that it affects our/my ability to respond to participate in quotations /tenders, we commit ourselves to inform you and acknowledge your right to review the Registration made.
- c. We/I enclose all the required documents and information required for the Registration evaluation.

**Date** .....

**Applicant's Name / Company's Name** .....

**Represented by** .....

**Signature& Stamp**.....

**(Full name and designation of the person signing and stamp or seal)**

**FORM PRQ-6      PRICE SCHEDULE OF SERVICES**

**NAME OF TENDERER: -**

.....

**TITLE OF TENDER:**

.....

**TENDER NUMBER:** .....

No	Item Description	Unit of Issue	Qty	Unit Cost	Total Cost in USD
1	Consultancy Services for a Feasibility Study for Establishment of a Regional Shipping Line(s) and Drafting of the Eastern, Southern and Northern Africa Maritime Cabotage Protocol	No			
2	Any other related costs -State	No			
<b>TOTAL COSTS EXCLUSIVE OF TAXES</b>					
<b>GRAND TOTAL EXCLUSIVE OF ALL TAXES TO BE TRANSFERRED TO FORM OF TENDER</b>					

**Note:**

1. **The bidder shall provide detailed cost breakdown of all items required above where applicable.**
2. **All prices quoted shall be exclusive of all applicable taxes.**
3. **In case of discrepancy between unit price and total, the unit price shall prevail.**
4. **All bidders are required to quote for the Consultancy Services for a Feasibility Study for Establishment of a Regional Shipping Line(s) and Drafting of the Eastern, Southern and Northern Africa Maritime Cabotage Protocol.**

Authorized Official: Name \_\_\_\_\_ Signature \_\_\_\_\_

Date and official stamp \_\_\_\_\_