



REPUBLIC OF KENYA

COUNTY GOVERNMENT OF LAMU



TENDER DOCUMENT

**FOR
SERVICE**

**(YOUTH EMPOWERMENT TRAINING PROGRAMME – PROVISION OF
DRIVING LICENCES / COXSWAIN)**

**TENDER NO. CGL/PROC/EGY&S/10/2018-2019
(FRAMEWORK AGREEMENT)**

Issued by the County Government of Lamu, November, 2018

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INTRODUCTION

- 1.1 This standard tender document for the procurement services has been prepared for use by procuring entities in Kenya. It is to be used in the procurement of all types of services e.g.
 - i. Security.
 - ii. Cleaning.
 - iii. Servicing and repairs.
 - iv. Transport.
 - v. Clearing and forwarding.
 - vi. Air ticketing and travel arrangements and all others where there is no specific standard tender document for procurement of that service.

- 1.2 The following general directions should be observed when using the document.
 - a) Specific details should be finished in the invitation to tender and in the special conditions of contract. The final document to be provided to the tenderers should not have blank spaces or give options.

 - b) The instructions to tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the appendix to the instructions to the tenderers or the general conditions of contract respectively.

- 1.3 Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements,

- 1.4 The invitation to tender shall be issued as an advertisement in accordance with the regulations or as a letter of invitation addressed to the tenderers who have expressed interest following an advertisement of a prequalification tender.

SECTION I – INVITATION TO TENDER

Date; 29th November, 2018

Tender REF No. CGL/PROC/EGY&S/10/2018-2019

Tender name: YOUTH EMPOWERMENT TRAINING PROGRAME – PROVISION OF DRIVING LICENCE / COXWAIN), LAMU COUNTY

- 1.1 The County Government of Lamu invites sealed tenders from eligible candidates for the supply of **YOUTH EMPOWERMENT TRAINING PROGRAME – PROVISION OF DRIVING LICENCES / COXWAIN)**
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender document at the Supply Chain Management office located at County Headquarters at MOKOWE during normal working hours or visit our website at www.lamu.go.ke
- 1.3 A complete tender document may be obtained by interested candidates upon payment of a non- refundable fee of **Kshs. 1000.00 in cash or bankers cheque payable to County Government of Lamu, Kenya Commercial Bank – Lamu Branch, Acc No. 1140750615 or Equity Bank – Lamu Branch Acc. No. 1590265264918. Complete set of documents can also be downloaded from our website at www.lamu.go.ke.**
- 1.4 Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of **120** days from the closing date of the tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and be deposited in the tender box provided at **SUPPLY CHAIN MANAGEMENT OFFICE in BLUE HOUSE LOCATED AT COUNTY HEADQUARTERS or to be addressed to (COUNTY SECRETARY, COUNTY GOVERNMENT OF LAMU P.O BOX 74 – 80500 LAMU so as to be received on or before Tuesday 18th December, 2018 at 10.00 am.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the tenderers representatives who choose to attend the opening at **SUPPLY CHAIN MANAGEMENT OFFICE IN BLUE HOUSE LOCATED AT LAMU COUNTY HEADQUARTERS AT MOKOWE.**
- 1.7 All bid documents shall be serialized/paginated from the first to the last. Late tenders SHALL be returned unopened.

For (*accounting officer, County Government of Lamu*)

SECTION II – INSTRUCTIONS TO TENDERERS

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SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible tenderers

- 2.1.1. This Invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. **Successful Tenderers SHOULD BE WILLING TO ENTER INTO THREE (3) YEAR FRAMEWORK AGREEMENT WITH LAMU COUNTY GOVERNMENTY)** and should complete this service by the intended completion date specified in the said appendix.
- 2.1.2. The County's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 59 of the Act.
- 2.1.3. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the County Government of Lamu to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this Invitation for tenders.
- 2.1.4. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the County Government of Lamu, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.2.3 The County Government of Lamu shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1. The tender document comprises of the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders
 - i) Instructions to tenderers
 - ii) General Conditions of Contract
 - iii) Special Conditions of Contract
 - iv) Schedule of Requirements
 - v) Details of service
 - vi) Form of tender
 - vii) Price schedules
 - viii) Contract form
 - ix) Confidential business questionnaire form
 - x) Tender security form

- xi) Performance security form
 - xii) Principal's or manufacturers authorization form
 - xiii) Declaration form
- 2.3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1. A prospective candidate making inquiries of the tender document may notify the County Government of Lamu in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The County Government of Lamu 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 County Government of Lamu. 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 County Government of Lamu shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.1. At any time prior to the deadline for submission of tenders, the County Government of Lamu, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.2. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the County Government of Lamu, 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 County Government of Lamu, shall be written in English language. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with Clause 2.11 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Tender security furnished is in accordance with Clause 2.12
- (d) Confidential business questionnaire

2.8 Form of Tender

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

2.9 Tender Prices

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

2.9.2 Prices indicated on the Price Schedule shall be the cost of the services quoted including all customs duties and VAT and other taxes payable:

2.9.3 Prices quoted by the tenderer shall remain fixed during the term of the contract unless otherwise agreed by the parties. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22.

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

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

2.9.6 Price variation requests shall be processed by the County Government of Lamu within 30 days of receiving the request.

2.10 Tender Currencies

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

2.11 Tenderers Eligibility and Qualifications.

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

2.11.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the County Government of Lamu's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.12 Tender Security

2.12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount and form specified in the Invitation to tender.

2.12.2 The tender security shall be in the amount of 2% of the tender price.

2.12.2 The tender security is required to protect the County Government of Lamu against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.12.7

2.12.3 The tender security shall be denominated in a Kenya Shillings or in another freely convertible currency and shall be in the form of:

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

2.12.4 Any tender not secured in accordance with paragraph 2.12.1 and 2.12.3 will be rejected by the County Government of Lamu as non-responsive, pursuant to paragraph 2.20

2.12.5 Unsuccessful tenderer's security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the County Government of Lamu.

2.12.6 The successful tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.29, and furnishing the performance security, pursuant to paragraph 2.30.

2.12.7 The tender security may be forfeited:

(a) If a tenderer **withdraws** its tender **during** the period of tender validity specified by the County Government of Lamu on the Tender Form; or

(b) In the case of a successful tenderer, *if* the tenderer fails:

- (i) to sign the contract in accordance with paragraph 30
or
 - (ii) to furnish performance security in accordance with paragraph 31.
- (c) If the tenderer rejects, correction of an error in the tender.

2.13 Validity of Tenders

- 2.13.1 Tenders shall remain valid for **120** days or as specified in the invitation to tender after date of tender opening prescribed by the County Government of Lamu, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the County Government of Lamu as nonresponsive.
- 2.13.2 In exceptional circumstances, the County Government of Lamu may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.12 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.14 Format and Signing of Tender

- 2.14.1 The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 2.14.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
- 2.14.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.15 Sealing and Marking of Tenders

- 2.15.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope. The inner and outer envelopes shall:
- (a) be addressed to the County Government of Lamu at the address given in the invitation to tender
 - (b) Bear, tender number and name in the invitation to tender and the words: **"DO NOT OPEN BEFORE TUESDAY, 18 DECEMBER, 2018 AT 10.00 A.M."**

- 2.15.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”. —
- 2.15.4 If the outer envelope is not sealed and marked as required by paragraph 2.15.2, the County Government of Lamu will assume no responsibility for the tender’s misplacement or premature opening.

2.16 **Deadline for Submission of Tenders**

- 2.16.1 Tenders must be received by the County Government of Lamu at the address specified under paragraph 2.15.2 no later than **TUESDAY 18TH DECEMBER, 2018 AT 10.00 A.M.**
- 2.16.2 The County Government of Lamu may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of the County Government of Lamu and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.16.3 Bulky tenders which will not fit in the tender box shall be received by the County Government of Lamu as provided for in the appendix.

2.17 **Modification and withdrawal of tenders**

- 2.17.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification , including substitution or withdrawal of the tender’s is received by the County Government of Lamu prior to the deadline prescribed for the submission of tenders.
- 2.17.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.17.3 No tender may be modified after the deadline for submission of tenders.
- 2.17.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer’s forfeiture of its tender security, pursuant to paragraph 2.12.7.
- 2.17.5 The County Government of Lamu may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.17.6 The County Government of Lamu shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.18 Opening of Tenders

- 2.18.1 The County Government of Lamu will open all tenders in the presence of tenderers' representatives who choose to attend, on **TUESDAY 18TH DECEMBER, 2018 AT 10.00 A.M.** The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 2.18.3 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the County Government of Lamu, at its discretion, may consider appropriate, will be announced at the opening.
- 2.18.4 The County Government of Lamu will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.19 Clarification of tenders

- 2.19.1 To assist in the examination, evaluation and comparison of tenders the County Government of Lamu may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- 2.19.2 Any effort by the tenderer to influence the County Government of Lamu in the County Government of Lamu's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

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

2.20 Preliminary Examination and Responsiveness

- 2.20.1 The County Government of Lamu will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- 2.20.3 The County Government of Lamu may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.20.4 Prior to the detailed evaluation, pursuant to paragraph 23, the County Government of Lamu 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 County Government of Lamu's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.20.5 If a tender is not substantially responsive, it will be rejected by the County Government of Lamu and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.21 Conversion to a single currency

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

2.22 Evaluation and comparison of tenders.

2.22.1 The County Government of Lamu will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.20

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

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

(a) Operational plan proposed in the tender;

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

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

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

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

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

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

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

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

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

2.23. Contacting the County Government of Lamu

2.23.1 Subject to paragraph 2.19, no tenderer shall contact the County Government of Lamu on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.23.2 Any effort by a tenderer to influence the County Government of Lamu in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the tenderers tender.

2.24 Award of Contract

a) Post qualification

2.24.1 In the absence of pre-qualification, the County Government of Lamu will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

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

2.24.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the County Government of Lamu will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) **Award Criteria**

2.24.3 Subject to paragraph 2.29 the County Government of Lamu will award the contract to the successful tenderer whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

2.24.4 The County Government of Lamu 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 County Government of Lamu's action. If the County Government of Lamu determines that none of the tenderers is responsive; the County Government of Lamu shall notify each tenderer who submitted a tender.

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

2.25 Notification of award

2.25.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.25.2 The notification of award will signify the formation of the Contract subject to the signing of the contract between the tenderer and the County Government of Lamu pursuant to clause 2.29. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.25.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 31, the County Government of Lamu will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.12

2.26 Signing of Contract

2.26.1 At the same time as the County Government of Lamu notifies the successful tenderer that its tender has been accepted, the County Government of Lamu will simultaneously inform the other tenderers that their tenders have not been successful.

- 2.26.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the County Government of Lamu.
- 2.26.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.27 Performance Security

- 2.27.1 Within thirty (30) days of the receipt of notification of award from the County Government of Lamu, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the County Government of Lamu.
- 2.27.2 Failure of the successful tenderer to comply with the requirement of paragraph 2.29 or paragraph 2.30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the County Government of Lamu may make the award to the next lowest evaluated or call for new tenders.

2.28 Corrupt or Fraudulent Practices

- 2.28.1 The County Government of Lamu requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- 2.28.2 The County Government of Lamu will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 2.28.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

Notes on the appendix to instruction to Tenderers

1. The appendix to instructions to tenderers is intended to assist the County Government of Lamu in providing specific information in relation to corresponding clauses in the instructions to tenderers included in section II and the appendix has to be prepared for each specific procurement
2. The County Government of Lamu should specify in the appendix information and requirements specific to the circumstances of the County Government of Lamu, the processing of the procurement and the tender evaluation criteria that will apply to the tenderers
3. In preparing the appendix the following aspects should be taken into consideration
 - a. The information that specifies and complements provisions of section III to be incorporated
 - b. Amendments of section II as necessitated by the circumstances of the specific procurement to be also incorporated.
4. Section II should remain intact and only be amended through the appendix.

Appendix to instructions to tenderers

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

Instructions to tenderers	Particulars of appendix to instructions to tenderers
1.4	Tender validity period of 120 days from opening date.
2.1	Eligible to all interested bidders.
2.2.2	Cost of tender document Kshs. 1,000.00
2.6	Language of Tender Shall be English.
2.10	Tender Currencies shall be in Kenya Shilling.
2.12	Tender security (2%) of tender amount.
2.16	Deadline for submission of tenders <i>(Tuesday 18th December, 2018 at 10.00 a.m.</i>
For Driving Course Page 36	The firms to carry out Driving course must meet the undermentioned mandatory criteria. <ol style="list-style-type: none">1. Dully licensed by the NTSA2. Registration Certificate3. Tax compliance4. Pin and VAT5. Safety clearance from NTSA6. Comprehensive insured vehicles7. Trading Permit with Lamu County government.

	<ul style="list-style-type: none"> 8. 10 Years training Experience 9. Demonstrate financial capability. 10. Flexibility in service
<p>For coxswain course pg. 35</p>	<p>The firms to carry out the coxswain training must meet the undermentioned mandatory criteria.</p> <ul style="list-style-type: none"> 1. Dully licensed by Kenya Maritime Authority 2. Registration Certificate 3. Tax compliance 4. Pin and VAT 5. Safety clearance from KMA 6. Licensed instructor 7. Conditioned training vessel 8. Trading Permit with Lamu County government. 9. 10 Years training Experience 10. Demonstrate financial capability

EVALUATION CRITERIA

MADATORY REQUIREMENTS		YES	NO
1.	<p>Particulars of the Tendering Company (Attach Copies) (Mandatory Requirements)</p> <p>a) Certified copies of statutory documents as follows: -</p> <ul style="list-style-type: none"> • Certificate of incorporation/registration • Current Tax Compliance certificate 		
	b) Completed confidential business questionnaire and declaration form duly signed and stamped.		
	<p>c) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach</p> <ul style="list-style-type: none"> • A copy Business CR 12 Form/Copies of proprietors' national identity cards. 		
	d) Bidders to serialize all their bid documents.		
	e) Bidder to provide self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015(As per section 62 of PPDA 2015).		
	f) Bidder to provide self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice		
	<p>g) Registration as per clause 1.4 of the invitation to tender herein (Before the deadline for submission of tenders, ALL bidders who obtain the tender document SHALL register with County Government Lamu as candidates by sending an email to procurement@lamu.go.ke and submitting the following; the Name of the tenderer/bidder, Tender number of the document obtained, Valid email address, Telephone number of the bidder and the Contact person</p> <p>NB: Special groups to attach the following;</p> <ul style="list-style-type: none"> • AGPO certificate (Either for youth, women or persons with disabilities). • Duly completed Tender-Securing Declaration Form. 		
	TECHNICAL/GENERAL REQUIREMENTS		
2.	<p>Experience and past performance of the firm.</p> <ul style="list-style-type: none"> - Applicants to provide details of training services of at least 3 medium sized or large organizations or a number of individuals for whom they have conducted similar training in the above area of interest (Driving and / Coxswain) in the last two (2) years. Attach reference letters from the client for successive completion of the exercise. - (2 medium firms – 10 marks - (1 Large Firm – 10 Marks 	35	

	<ul style="list-style-type: none"> - (over 100 individuals – 10 marks) - Maximum of two years , each at 2.5 marks = 5 Marks 		
3	<p>Evidence of adequacy of working capital for this Contract</p> <ul style="list-style-type: none"> • Access to line(s) of credit (5 Marks). • Availability of other financial resources (5 Marks) - <i>Attach support evidence.</i> 	10	
4	<p>Proof of Having undertaken works of a similar nature in the last two years. (5 marks for each year) (Attach evidence)</p>	10	
5	<p>Qualifications and Experience of key trainers; Applicants to provide Cvs of at least three (3) personnel i.e. Team Leader and two (2) associate leaders/ trainers working with the firm and who will be involved in the training; The Team Leader Must possess a relevant Qualification in the field of interest and at least 3 years relevant experience in the same field.</p> <ul style="list-style-type: none"> - Team Leader – 6 marks. - Associate Leaders each @ 2 Marks = 4 Marks <p>Provide an undertaking that the above personnel shall be available for the implementation of the Contract, attach their Current updated CVs and Testimonials(5 Marks)</p>	15	
	<p>Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount(5 Marks)</p>	5	
5	<p>A Well-defined methodology to undertake this trainings (Driving and or for Coxswain). Provide a clear methodology and procedures of conducting the trainings in order to meet the County’s expectations.</p>	5	
	Total	80	

NOTE: Only tenders that score 60% out of 80% on technical evaluation will qualify to have their proposed financial evaluation analyzed. Those scoring below 60% will be disqualified at this stage.

Financial Evaluation

The financial evaluation shall comprise 20% of the total marks

The formulae for determining the financial score (SF) shall be as follows;

$$SF = 20 FM/F$$

Where: SF is the financial score

FM is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 20%. The bidder with the highest technical and financial score shall be awarded the tender.

All information provided may be subject to confirmation by County Government of Lamu. Providing false information will lead to disqualification. Bidder shall attain a minimum of 70 % to qualify for financial bid evaluation and comparison

SECTION III GENERAL CONDITIONS OF CONTRACT

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SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

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

3.3 Standards

- 3.3.1 The services provided under this Contract shall conform to the 7 standards mentioned in the Schedule of requirements

3.5 Patent Right’s

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

3.6 Performance Security

Within twenty eight (28) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the County Government of Lamu the performance security where applicable in the amount specified in Special Conditions of Contract.

- 3.6.2 The proceeds of the performance security shall be payable to the County Government of Lamu as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 3.6.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the County Government of Lamu and shall be in the form of :
- a) Cash.
 - b) A bank guarantee.
 - c) Such insurance guarantee approved by the Authority.
 - d) Letter of credit.
- 3.6.4 The performance security will be discharged by the County Government of Lamu and returned to the candidate not later than thirty (30) days following the date of completion of the tenderer's performance of obligations under the contract, including any warranty obligations under the contract.

3.7 Inspections and Tests

- 3.7.1 The County Government of Lamu or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The County Government of Lamu shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.7.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the County Government of Lamu.
- 3.7.3 Should any inspected or tested services fail to conform to the Specifications, the County Government of Lamu may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to the County Government of Lamu.
- 3.7.4 Nothing in paragraph 3.7 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.8 Payment

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

3.9 Prices

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

3.10 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with the County Government of Lamu's prior written consent.

3.10 Termination for Default

The County Government of Lamu 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 County Government of Lamu.
- b) if the tenderer fails to perform any other obligation(s) under the Contract.
- c) if the tenderer, in the judgment of the County Government of Lamu has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the County Government of Lamu 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 County Government of Lamu for any excess costs for such similar services.

3.12 Termination of insolvency

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

3.13 Termination for convenience

- 3.13.1 The County Government of Lamu 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 County Government of Lamu convenience, the

extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

- 3.13.2 For the remaining part of the contract after termination the County Government of Lamu may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.14 Resolution of disputes

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

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

3.15 Governing Language

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

3.16 Force Majeure

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

3.17 Applicable Law.

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

3.18 Notices

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

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

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the County Government of Lamu in providing contract specific information in relation to corresponding clauses in the general conditions of contract.

The provisions of section IV complement the general conditions of contract included in section III, specifying contractual requirements linked to the special circumstances of the County Government of Lamu and the procurement of services required. In preparing section IV, the following aspects should be taken into consideration.

- a) Information that complement provisions of section III must be incorporated
- b) Amendments and/or supplements to provision of section III, as necessitated by the circumstances of the specific service required must also be incorporated

Where there is a conflict between the provisions of the special conditions of contract and the provisions of the general conditions of contract the provisions of the special conditions of contract herein shall prevail over the provisions of the general conditions of contract.

SECTION IV: SPECIAL CONDITIONS OF CONTRACT

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

General conditions of contract reference	Special conditions of contract
3.6	Specify performance security if applicable
3.8	Specify method and conditions of performance
3.9	Specify price adjustments allowed
3.14	Specify resolution of disputes
3.17	Specify applicable law
3.18	Indicate addresses of both parties

SECTION V – SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCES

Youth Empowerment training concept Coxswain Skills.

The coxswain course is intended to equip the trainee with the knowledge, understanding, skills and competence required to work as a coxswain of a vessel in a defined area. The certificate of proficiency for coxswain in Kenya is under the Merchant Shipping (Training and Certification) regulation 2015.

General Objectives of the Course

By the end of the course the trainee should be able to:

- a) operate safely in a vessel
- b) protect the marine environment where the vessel operates
- c) maintain safety of the vessel with regard to safety of navigation

General Regulations

Approval of the Training Institutions

Institutions offering this course should be recognized and approved by the Ministry responsible for training and Kenya Maritime Authority

Duration of the Course

The course is designed to take a total of 280 hours, 120hours for Module I, 80 hours for Module II and 80hours for Module III.

Module	Institution (Hours)	Time
Module I	120	
Module II	80	
Module III	80	
Total	360	

Entry Requirements

There are no entry Criteria for trainees entering the Module I. However the trainee must meet minimum medical standards set out for the certification by the Kenya Maritime Authority.

For Module II the trainee must have the following as a minimum entry requirement;

Holder of Certificate of Proficiency of Coxswain Level III

OR

Passed Artisan course for Seafarers

Meet medical standards set out for certification by the Kenya Maritime Authority

For Module III the trainee must the following as a minimum entry requirement;

Holder of Certificate of Proficiency of Coxswain Level II

OR

Passed Craft Certificate in Nautical science

Meet medical standards set out for certification by the Kenya Maritime Authority

Attendance and Course Work Requirements

Trainees must attend at least 90% of course theoretical and practical studies.

Coursework Marks

Continuous assessment marks for the course work must be kept by the institution and details must be submitted to the Kenya Maritime Authority in respect of each candidate entered for the oral and practical examinations at least two weeks before the external examination is taken.

Examinations and Award of Certificates

Assessment

The assessment of all the modules shall be in three levels with level one conducted in the Institution and Level II and III assessment to be done by KMA appointment examiner.

Internal Examinations

The training institutions will conduct course work assessments based on the competences acquired during the training. The institutions will offer internal examinations at the end of each module and keep these records for use at the end of the course to determine the final grade. The course work assessments shall be used to book for Oral and practical exams.

Pass-mark requirement for the professional units

A trainee must obtain a pass for award of a coxswain certificate. However, in order to be eligible for a KMA oral examination leading to award of a Certificate of Competency, a trainee shall be required to obtain a final pass mark of at least 60% in the module units

Coursework/continuous Assessment

Coursework/continuous assessment will be prepared and marked by the institutions. The institutions will issue statement of results while the examining body will award a certificate after completion of the relevant modules.

Award of Certificates

Kenya Maritime Authority will issue the candidates with Certificate of Proficiency for Coxswain for Modules passed.

Certificate of Proficiency for Coxswain Level III

Holders of certificate of Proficiency for Coxswain level III will be permitted to operate inshore or in inland waters and up to a maximum of 5Nautical Miles from the Nearest Point of Land.

The Holder will be limited to operate a vessel of up to 12Meters in daylight condition

Certificate of Proficiency for Coxswain Level II

Holder of the Certificate of Proficiency for Coxswain level II will be permitted to operate IN Kenya territorial waters and in Inland lakes.

Certificate of Proficiency for Coxswain Level I

Holder of the Certificate of Proficiency for Coxswain level I will be permitted to operate all areas permitted for Level I, II and in the Economic Exploitation Zone of Kenya.

Minimum facilities and Instructor qualifications and class intake limitation

Certificate of Proficiency for Coxswain Level III

Institutions applying to offer this course must have as a minimum class room facilities sufficient for the purpose and a boat with at least tiller steering. Instructors offering this module must have at least Certificate of Proficiency for coxswain course Level II and at least 3 years' experience.

Certificate of Proficiency for Coxswain Level II

Institutions applying to offer this course must have as a minimum class room facilities sufficient for the purpose and a boat with at least twin engine and console steering fitted with Radar, AIS and GPS. Instructors offering this module must have at least Certificate of Proficiency for coxswain course Level I and at least 5 years' experience or a Master certificate of Yatch, Fishing Vessel or Salvage Tug.

Certificate of Proficiency for Coxswain Level I

Institutions applying to offer this course must have as a minimum class room facilities sufficient for the purpose and a boat with at least twin engine and console steering fitted with Radar, AIS and GPS. Instructors offering this module must have at least Certificate of Proficiency for coxswain course Level I and at least 5 years' experience or a Master certificate of Yatch, Fishing Vessel or Salvage Tug.

Class limitation

Class size should generally be limited to more than 20 in order to allow the instructor to give adequate attention to individual trainees. Larger numbers may be admitted if extra staff and tutorial periods are provided to deal with trainees on an individual basis. In addition, for scheduling access to learning facilities and equipment, attention to strict time management is necessary. In large classes trainees should have their own reference books, unless sufficient copies can be provided in a central library. Classrooms should be big enough to seat all trainees so they can see and hear the instructor. During practical sessions and group activities, there will be additional restraints on class size, where applicable, a recommendation on class size should be sought from KMA for each of the individual functions.

Course Coding and Time Allocation

Code	Module I Units	Time (Hours)
2.1.1	Ensuring Boat safety	12
2.1.2	Marine environment Protection	4
2.1.3	Seamanship	24
2.1.4	Collision and National Regulation	16
2.1.5	Basic Marine Engine Technology	16
2.1.6	Respond to Emergencies	8

Code	Module I Units	Time (Hours)
2.1.7	Vessel Handling	40
Total		120
	Module II Units	
3.2.1	Earth, Datums and Distances	24
3.2.2	Charts , Paper and Electronic	16
3.2.3	Magnetic Compass, Compass Errors and Deviation	8
3.2.4	Position Lines and Positions	16
3.2.5	Tides	16
3.2.6	Keeping of Logs	4
Total		80
	Module III Units	
4.3.1	The Solar System	4
4.3.2	Celestial Sphere and Equinoctial Systems of Co-ordinates	8
4.3.3	Hour Angle	6
4.3.4	Daily Motion and Horizontal System of Co-ordinates	8
4.3.5	Sextant , Altitude Corrections and chronometer	8
4.3.6	Amplitude	6
4.3.7	Time and Equation of Time	10
4.3.8	Nautical Almanac	4
4.3.9	Latitude by Meridian passage	8
4.3.1 0	Pole Star Observations	8
4.3.1 1	Position fixing	10
Total		80
Total Hours for the course		380

MODULE I

Introduction to the Module

The module is intended to equip the trainee with knowledge, skills and attitudes that will enable him/her to operate as a vessel of up to 12 Meters in inshore waters and up to 5 Nautical Miles from the nearest point of Land in day light condition.

General Objectives

By the end of the module unit, the trainee should be able to;

- a) ensure boat safety
- b) apply precautions and contribute to prevention of pollution of the marine environment
- c) apply precautions and contribute to prevention of pollution to the marine environment
- d) perform seamanship functions on board
- e) apply collision regulations and local regulations on small vessels

- f) perform basic engine operations
- g) respond to emergencies
- h) handle vessel safely

MODULE II

Introduction to the Module

The module unit intended to equip the trainee with knowledge, skills and attitudes that will enable him/her to operate as a vessel of up to 24 Meters in Kenya Inland waters and in the territorial sea of Kenya.

General objectives

By the end of the module unit, the trainee should be able to determine the vessel's position by use of;

- a) landmarks
- b) aids to navigation, including lighthouses, beacons and buoys
- c) Dead reckoning, taking into account winds, tides, currents and estimated speed.

MODULE III

Introduction to the Module

The module unit is intended to equip the trainee with knowledge, skills and attitudes that will enable him operate a vessel of up to 24 Meters in the Kenya Economic Exploitation Zone (EEZ).

General objectives

By the end of the module unit, the trainee should be able to;

- a) adjust a sextant for adjustable errors
- b) determine corrected reading of the sextant altitude of celestial bodies
- c) perform accurate sight reduction computation, using preferred method
- d) use meridian altitude passage of the sun to determine position
- e) determine latitude by Polaris
- f) plot position line(s) and determine position
- g) determine time of visible rising/setting of sun
- h) identify and select the most suitable celestial bodies in the twilight period
- i) determine compass error by azimuth and amplitude

Additional information

The trainee must pass the following

1. Passed Craft Certificate in Nautical Studies and;
2. Must meet medical standards set out for certification by Kenya Maritime Authority.

Course objectives:

This course is intended to equip the trainee with knowledge, skills and attitudes to enable the trainee operate a vessel of up to 24 meters in the Exploitation Zone (EEZ) Kenya.

Skills:

By the end of the course, the trainee should be able to;

- a) Adjust a sextant for adjustable errors
- b) Determine corrected reading of the sextant altitude of celestial bodies.
- c) Perform accurate sight reduction computation using preferred method.
- d) Use meridian altitude passage of the sun to determine position
- e) Determine altitude by Polaris.
- f) Plot position line(s) and determine position.
- g) Determine time of visible rising/setting of the sun
- i) Identify and select the most suitable celestial bodies in the twilight period.
- j) Determine compass error by azimuth and amplitude.

Requirement

The firms to carry out this training must meet the undermentioned mandatory criteria.

1. Dully licensed by the Kenya Maritime Authority
2. Registration Certificate
3. Tax compliance
4. Pin and VAT
5. Safety clearance from KMA
6. Licensed instructor
7. Conditioned training vessel
8. Trading Permit with Lamu County government.
9. Five years training Experience
10. Demonstrate financial capability

SECTION VI DESCRIPTION OF SERVICES

TERMS OF REFERENCES

Youth Empowerment training Driving Skills Course

The County Government of Lamu is desirous of undertaking the above training skills with a view of identifying the ways and means of improving and empowering the youths in the Lamu County. The scope of this training will cover the following;

Learn to drive cars, buses, Lorries, tankers, or even motorcycle,

The student is expected to be trained and must pass the following

1. The driving test Basic mechanics,
2. Basic First Aid Training, Advanced & Long Distance Driving
3. Acquaintance with New Super Highways Course

Course details

1. Cockpit Drill
2. Safety Checks
3. Moving away and stopping
4. Signals
5. Your position on the road
6. Mirrors and Blind Spots
7. Junctions and roundabout

Driving School requirements

The firms to carry out this training must meet the undermentioned mandatory criteria.

1. Dully licensed by the NTSA
2. Registration Certificate
3. Tax compliance
4. Pin and VAT
5. Safety clearance from NTSA
6. Comprehensive insured vehicles
7. Trading Permit with Lamu County government.
8. Five years training Experience
9. Demonstrate financial capability
10. Flexibility in service provision
11. Exceptional trained instructors
12. Varieties of different models of vehicles
13. Clean and conditioned vehicles.

Key course content

1. Balancing and control
2. Positioning
3. Observation of traffic signs
4. Lane discipline
5. Use of gears, clutch, accelerator, horn, brakes, side mirrors, etc

CATEGORY B1

1. Passenger car. Gross vehicle weight max 3500kgs with one light trailer not exceeding 750 kgs
2. Not more than 7 passengers.
3. Minimum age 18 years.

CATEGORY B1 (Automatic)

1. Passenger car. Gross vehicle weight max 3500kgs with one light trailer not exceeding 750Kgs
2. Equipped with automatic gearbox.
3. Not more than 7 passengers.
4. Minimum age 18 years.

Documents

1. Original National ID
2. Police clearance certificate.
3. Medical certificate within the last 6 months.

Other Requirements:

1. No record of dangerous driving offence for at least the last 24 months.
2. Standard eight level or equivalent.

Driving Courses:

1. Category A (Motorcycle)
2. Category B1(Small Cars)
3. Category C1(Light Truck)
4. Category E (Trailer)
5. Category D PSV (Max 14 Seater)
6. Category D1 PSV (14 - 32 Seater)
7. Category D2 PSV (Above 32 Seater)
8. Category F(Persons with Disability)

Category D [Motorcycle]

Riding a motorcycle is a great way to have freedom and feel the wind in your hair. Before you head out though, you need to explore motorcycle training courses. While at it, understand why

Key course content

1. Balancing and control
2. Positioning
3. Observation of traffic signs
4. Lane discipline
5. Use of gears, clutch, accelerator, horn, brakes, side mirrors, etc

CATEGORY A2

1. Above 50cc
2. Maximum age 18 years.
3. Maximum load 60kgs (up to 400cc)
4. Maximum 1 passenger

CATEGORY A3

1. 100cc and above.
2. Maximum age 21 years.
3. Maximum load 60kgs (up to 400cc)
4. Previous 1-year experience in riding experience of A2
5. Maximum 1 passenger

Key course content

1. Balancing and control
2. Positioning
3. Observation of traffic signs
4. Lane discipline
5. Use of gears, clutch, accelerator, horn, brakes, side mirrors, etc

CATEGORY B1

1. Passenger car. Gross vehicle weight max 3500kgs with one light trailer not exceeding 750 kgs
2. Not more than 7 passengers.
3. Minimum age 18 years.

CATEGORY B1 (Automatic)

1. Passenger car. Gross vehicle weight max 3500kgs with one light trailer not exceeding 750 kgs
2. Equipped with automatic gearbox.
3. Not more than 7 passengers.
4. Minimum age 18 years.

Key course content

1. Balancing and control
2. Positioning
3. Observation of traffic signs
4. Lane discipline
5. Use of gears, clutch, accelerator, horn, brakes, side mirrors, etc

CATEGORY B1

1. Passenger car. Gross vehicle weight max 3500kgs with one light trailer not exceeding 750 kgs
2. Not more than 7 passengers.
3. Minimum age 18 years.

CATEGORY B1 (Automatic)

1. Passenger car. Gross vehicle weight max 3500kgs with one light trailer not exceeding 750 kgs
2. Equipped with automatic gearbox.
3. Not more than 7 passengers.
4. Minimum age 18 years.

Key course content

1. Balancing and control
2. Positioning
3. Observation of traffic signs
4. Lane discipline
5. Use of gears, clutch, accelerator, horn, brakes, side mirrors, etc

Qualifications

1. Light truck with a Gross Vehicle Weight (GVW) exceeding 3 500 kg and a maximum 7500 kg with Maximum one light trailer (limited to not exceed 750 kg)
2. Minimum age 22 years.

SECTION VII- STANDARD FORMS

Notes on standard forms

1. The tenderer shall complete and submit with its tender the form of tender and price schedules pursuant to instructions to tenderers clause 9 and in accordance with the requirements included in the special conditions of contract.
2. When requested by the appendix to the instructions to tenderers, the tenderer should provide the tender security, either in the form included herein or in another form acceptable to the County Government of Lamu pursuant to instructions to tenderers clause 12.3
3. The contract form, the price schedules and the schedule of requirements shall be deemed to form part of the contract and should be modified accordingly at the time of contract award to incorporate corrections or modifications agreed by the tenderer and the County Government of Lamu in accordance with the instructions to tenderers or general conditions of contract.
4. The performance security and bank guarantee for advance payment forms should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance/entity and bank guarantee for advance payment forms in accordance with the forms indicated herein or in another form acceptable to the County Government of Lamu and pursuant to the – conditions of contract.
5. The principal's or manufacturer's authorisation form should be completed by the principal or the manufacturer, as appropriate in accordance with the tender documents.

SECTION VI - STANDARD FORMS

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8. Letter of Notification of award.....50

FORM OF TENDER

Date _____
Tender No. _____

To.....
.....

[Name and address of County Government of Lamu]

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 (County Government of Lamu).
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 _____

PRICE SCHEDULE OF SERVICES

Name of Tenderer _____ Tender Number _____. Page ____ of _____.

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

Signature of tenderer _____

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

CONTRACT FORM

THIS AGREEMENT made the ___ day of _____20___ between.....[name of procurement entity] of[country of Procurement entity](hereinafter called “the County Government of Lamu”) of the one part and[name of tenderer] of[city and country of tenderer](hereinafter called “the tenderer”) of the other part.

WHEREAS the County Government of Lamu invited tenders for certain materials and spares. Viz.....[brief description of materials and spares] and has accepted a tender by the tenderer for the supply of those materials and spares in the sum of[contract price in words and figures]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by _____ the _____ (for the County Government of Lamu)

Signed, sealed, delivered by _____ the _____ (for the tenderer)

in the presence of _____.

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

<p>Part 1 General</p> <p>Business Name.....</p> <p>Location of Business Premises</p> <p>Plot No,Street/Road.....</p> <p>Postal addressTel No.Fax Email</p> <p>Nature of Business</p> <p>Registration Certificate No.</p> <p>Maximum value of business which you can handle at any one time – Kshs.....</p> <p>Name of your bankers.....</p> <p>Branch.....</p>
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	Part 2 (a) – Sole Proprietor			
	Your name in full.....Age.....			
	Nationality.....Country of Origin.....			
	Citizenship details			
	Part 2 (b) – Partnership			
	Given details of partners as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Part 2 (c) – Registered Company			
	Private or Public			
	State the nominal and issued capital of company			
	Nominal Kshs.			
	Issued Kshs.			
	Given details of all directors as follows			
	Name	Nationality	Citizenship details	Shares
	1. ....	.....	.....	.....
	2. ....	.....	.....	.....
	3. ....	.....	.....	.....
	4. ....	.....	.....	.....
	Date.....Signature of Candidate.....			

TENDER SECURITY FORM

Whereas[name of the tenderer]

(hereinafter called “the tenderer”)has submitted its tender dated.....[date of submission of tender] for the provision of

[name and/or description of the services]

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

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

Of.....having registered office at

[name of County Government of Lamu](hereinafter called “the Bank”)are bound unto.....

[name of County Government of Lamu](hereinafter called “the County Government of Lamu”) in the sum of

for which payment well and truly to be made to the said County Government of Lamu, 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 County Government of Lamu 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 County Government of Lamu up to the above amount upon receipt of its first written demand, without the County Government of Lamu having to substantiate its demand, provided that in its demand the County Government of Lamu will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

(Amend accordingly if provided by Insurance Company)

Issued by the County Government of Lamu November, 2018

PERFORMANCE SECURITY FORM

To:

[name of the County Government of Lamu]

WHEREAS.....[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20____ to

supply.....

[Description services](Hereinafter called “the contract”)

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of
[amount of the guarantee in words and figures],

and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of
[amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of 20

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

BANK GUARANTEE FOR ADVANCE PAYMENT

To.....

[name of tender].....

Gentlemen and/or Ladies:

In accordance with the payment provision included in the special conditions of contract, which amends the general conditions of contract to provide for advance payment,

.....

[name and address of tenderer][hereinafter called “the tenderer”] shall deposit with the County Government of Lamu a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of
[amount of guarantee in figures and words].
We,the

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

LETTER OF NOTIFICATION OF AWARD

Address of County Government of Lamu

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County Government of Lamu*)

Request for review of the decision of the..... (*Name of the County Government of Lamu*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

Issued by the County Government of Lamu November, 2018

SIGNED
Board Secretary