



**MARITIME ORGANISATION FOR EASTERN  
SOUTHERN AND NORTHERN AFRICA – MOESNA**

**TENDER NO: MOESNA/OT/08/RMPM/2025**

**TERMS OF REFERENCE FOR THE REVIEW OF  
MOESNA'S PROTOCOL AND MANUALS**

**OCTOBER 2025**

## 1. INTRODUCTION

The Maritime Organisation for Eastern, Southern and Northern Africa (MOESNA) is a regional Intergovernmental body mandated with the Promotion, Advocacy and Coordination of the Shipping and Maritime Interests in the Region. Inspired by the Objectives and Principles of the Revised African Maritime Transport Charter (AMTC) 2010, and the African Integrated Maritime Strategy (AIMS) 2050 which key among others encourages African States to cooperate for the growth of the shipping and maritime industry, African states in the Eastern, Southern, and Northern Africa, largely connected through the West Indian Ocean, the South Atlantic and the red sea in principle agreed to unite under MOESNA's platform to advance their Shipping and Maritime trade interests in a more structured, coherent, inclusive and more effective manner.

The need for collaboration in the Shipping and Maritime Sector for the Region was triggered off in the 1960s after regional States experienced adverse conditions in Shipping and International trade which each of the States could not handle on their own.

Founded in 1967 by the regional states of Kenya, Tanzania, Uganda, and Zambia as the Intergovernmental Standing Committee on Shipping (ISCOS), MOESNA embodies a commitment by regional states to tackle their complex maritime challenges collaboratively, build synergies and advance their collective maritime and shipping interests, and set the path for the transformation of the African Maritime Sector

This collaboration, which started on an ad hoc basis using a committee of representatives from each of these four States, was later formalized through an Establishment Agreement signed in 1987. In order to facilitate an effective coordination and implementation of Member Interests and Programmes, a permanent Secretariat was established in Mombasa, Kenya in 1974. In 1991, a Host Agreement was formalized between the Organisation and the Host Government of Kenya. The Agreement defined the Status, Obligations, Privileges and Rights of the Organisation and its personnel.

To realign the Organisation to the emerging developments in shipping, freight logistics and the Maritime industry, tap into the increased importance of inland water ways in connecting the region, and give due regard to the importance of the private sector in the development of state economies, ISCOS was in 2006 transformed with reviewed functions and a wider mandate. The Protocol also opened up the Organisation's Membership and reviewed the Organisation's mandate in line with the changing dynamics in the global and regional maritime and shipping industry and the growing importance of seamless connectivity between sea and hinterland transport modes.

## 2. 2019: DELIBERATE EFFORT TO EXPAND AND TRANSFORM ISCOS INTO A REGIONAL MARITIME ORGANISATION

At the 6th Meeting of the then ISCOS Assembly of Ministers, the founding Member States who for a long time operated as a four-Member Organisation, took note of the growing Interest of some of regional states in the mandate of the Organisation and noted further that it is neither in their own interests nor in the interests of the Region and Africa at large that the Organisation continues to be restricted in terms of Membership and Operations while the reasons for its formation are the very challenges faced, and aspirations pursued by the rest of the regional States and therefore decided,

going forward, to invite their counter parts from the rest of the of the States in the Eastern, Southern and Northern Africa (ESNA) mainly connected through the Indian Ocean and its adjoining bodies to be part of the Transformation and collaboration Agenda. This marked a significant step towards the enhancement of the Organisation’s geographical mandate and attainment of greater collaboration is the Shipping and Maritime sector.

### **3. 2022: COMMITMENT TO REGIONAL COLLABORATION IN THE MARITIME SECTOR**

During the 1st Assembly of Ministers responsible for Shipping and Maritime matters of the States in the Eastern, Southern and Northern Africa held in Entebbe Republic of Uganda, regional states acknowledged the growing complexity of maritime issues, the shared nature of maritime bodies, facilities, multinational service providers and overseas trading partners, the tremendous opportunities in the Maritime sector but decried the lack of unity of purpose in addressing common challenges and driving common aspirations, and agreed in principle to use ISCOS’s existing platform to enhance their collaboration in the rapidly changing and capital intensive Shipping and Maritime Sector. Honorable Ministers also acknowledged the need to rebrand the Organisation to better reflect its expanded geographical scope and evolving mandate.

### **4. 2024: REBRANDING TO MOESNA**

At the 3rd Meeting of Ministers responsible for Shipping and Maritime Affairs of the States in the Eastern, Southern and Northern Africa -including the Indian Ocean States -held in Nairobi Kenya, the new name of the Organisation, the Maritime Organisation for Eastern, Southern and Northern Africa (MOESNA), was officially launched.

### **5. 2023-2025: MEMBERSHIP GROWTH**

In line with the commitment to collaboration, Regional states are at various levels of formalizing their Membership to the MOESNA with the **Democratic Republic of Congo, the Federal Democratic Republic of Ethiopia, the Republic of Burundi, the Republic of Botswana, the Republic of Malawi, and the Republic of Mozambique** having so far completed their processes and joined the states of **Kenya, United Republic Tanzania, Uganda and Zambia** in Membership to the Organisation.

### **6. THE NEED TO REVIEW THE ORGANISATION’S PROTOCOL AND MANUALS**

In view of the changes that have taken place in the Organisation, including the expanded scope and mandate, the change of Name, together with developments in the Regional, Global and Continental Maritime Space since the formation of the Organisation, Members have directed the Review of the Organisation’s Protocol and Operational Manuals to ensure alignment with this Transformation, expanded membership, and developments in the Regional, Continental and Global Maritime Space.

## 7. OBJECTIVES OF THE ASSIGNMENT

The overall objective of the assignment is to undertake a Review of the:

- a) The Organisation's institutional instruments (Protocol)
- b) The Organisation's Operational Manuals (which include:
  - Human Resource Regulations Manual
  - Financial Regulations Manual
  - Organisation Structure and Job Descriptions Manual
  - Procurement and Disposal Manual
  - Rules of Procedure Manual

### Specific Objectives:

- i. Ensure relevance, clarity, and coherence across documents.
- ii. Align the documents with applicable international legal and governance standards.
- iii. Enhance internal operational efficiency and risk management.
- iv. Identify gaps, duplications, and areas for improvement.
- v. Recommend updates to ensure adaptability to emerging organisational needs.

## 8. SCOPE OF WORK

The scope of work for the Consultant will include but not be limited to the following:

- i. Hold preliminary consultations with MOESNA aimed at clarifying the scope of the assignment, aligning expectations and the preparation of an inception report.
- ii. Review of the Organisation's documentation on the 2024 Transformation and change of Name as well as any other documents which host information on MOESNA formation, genesis and mandate.
- iii. Review Regional and Continental Maritime Protocols and Charters including the Revised African Maritime Transport Charter (AMTC), 2010, and the African Integrated Maritime Strategy (AIMS), 2050, the African Continental Free Trade Agreement (AfCTA).
- iv. Benchmark with selected Regional Organisations and Regional Economic Commissions such as MOWCA, EAC, COMESA, SADC, IGAD, RCMRD.
- v. Take into consideration the current developments in the regional and Global Maritime Sector including the:
  - Increased focus on Environmental sustainability, Decarbonization, Shipping and Climatic Change.
  - Increased focus of Intra-regional Trade and Maritime connectivity.
  - Adverse developments like Maritime Piracy and the effect of Geo-political developments.
  - Increased role of technology in Shipping, including Automation, AI, blockchain technology, and digital transformation.
- vi. Assess the current Organisational capacity, structure, and operational challenges.
- vii. Hold consultative meetings/workshops in Mombasa with the Secretariat to discuss the draft revised Protocol and Manuals.

## 9. EXPERTISE

The assignment requires a multidisciplinary team of experts with proven experience in organisational governance, legal and regulatory frameworks, intergovernmental procedures, and institutional benchmarking. The proposed team should collectively demonstrate a deep understanding of policy development within Regional Economic Communities (RECs), specialized intergovernmental institutions and similar intergovernmental structures.

**The team must include, at a minimum, the following key experts:**

### a) Team Leader / Institutional Development Expert

- At least 10 years of experience in institutional reform, governance, and organisational development in intergovernmental or international organisations.
- Proven experience leading similar assignments involving policy and regulatory framework reviews.
- Strong project management, analytical and stakeholder engagement skills.
- Advanced degree in Public Administration, Political Science, International Relations, Development Studies, or related field.
- Demonstrated experience in conducting institutional benchmarking and policy comparative analysis across RECs or international organisations.

### b) Legal Expert (International/Administrative Law)

- At least 7 years of experience in drafting or reviewing legal and regulatory instruments for international or regional organisations.
- In-depth knowledge of administrative, labour, procurement, and financial law as applied in intergovernmental contexts.
- Experience aligning policies with international legal norms and treaty frameworks.
- Advanced degree in Law (LL.M or equivalent), preferably with a focus on international or administrative law.

### c) Human Resources Expert

- Minimum 7 years of experience in public sector or intergovernmental HR policy development.
- Demonstrated expertise in job evaluation, grading systems, service regulations, and institutional restructuring.
- Experience working with or benchmarking against RECs and other institutions in the maritime industry of Eastern, Southern, and Northern African regions.
- Degree in Human Resource Management, Organisational Psychology, or related field.

#### **d) Maritime legal expert**

- Minimum of 7 years of specialised experience in maritime law, including international conventions, regional maritime agreements, port and shipping regulations, and institutional legal frameworks related to maritime transport and trade.
- Demonstrated knowledge of instruments such as UNCLOS, SOLAS, MARPOL, and regional maritime protocols relevant to Africa and intergovernmental maritime cooperation.
- Experience advising or working with maritime authorities, port state control bodies, or regional maritime organisations (e.g., MOWCA, AAMA, IMO).
- Ability to ensure that MOESNA's regulatory instruments are harmonised with international maritime legal obligations and regional best practices.
- Advanced degree in Law (LL.M or equivalent), with a specialisation in Maritime or Admiralty Law.

#### **e) Financial and Procurement Expert**

- Minimum 7 years of experience in financial management and procurement systems in intergovernmental or public sector contexts.
- In-depth understanding of international standards such as IPSAS, and procurement frameworks like UNCITRAL or World Bank guidelines.
- Proven record of drafting or reviewing financial and procurement regulations.
- Degree in Finance, Accounting, Public Procurement, or related discipline; professional certifications (e.g., CPA, CIPS) are an asset.

#### **Team Composition Requirements:**

- The lead consultant/firm must designate a Team Leader as the main point of contact.
- The team should be available for stakeholder consultations (virtually or in-person, depending on context).
- Fluency in English is required; proficiency in French and other regional languages is an added advantage.
- Teams with prior experience working with RECs or intergovernmental organisations in Africa will be strongly preferred.

### **10. METHODOLOGY**

The methodology should ensure comprehensive analysis, stakeholder engagement, and benchmarking with relevant intergovernmental organisations and Regional Economic Communities (RECs).

The Consultant's methodology should include, but not be limited to, the following elements:

**a) Inception Phase**

- Submit an Inception Report detailing the understanding of the assignment, methodology, detailed work plan, key milestones, and proposed tools for document review and consultation.
- Hold an inception meeting with the MOESNA to clarify expectations, agree on deliverables, and finalise the work schedule.

**b) Document Review and Analysis**

- Undertake a comprehensive desk review of MOESNA's current instruments, including the Service Regulations, Financial Regulations, Procurement and Disposal Regulations, Job Descriptions Manual, and Rules of Procedure.
- Assess internal consistency, clarity, and alignment with MOESNA's mandate and organisational structure.
- Identify outdated provisions, overlaps, and compliance gaps.

**c) Benchmarking and Comparative Analysis**

- Conduct a comparative review of equivalent instruments from selected intergovernmental organisations and RECs, including: MOWCA, EAC, SADC, COMESA, IGAD, RCMRD, CCTTFA, and NCTTCA.
- Document best practices, innovative approaches, and relevant standards in governance, financial management, procurement, human resources, and institutional procedures.
- Provide a benchmarking matrix comparing MOESNA's frameworks with those of peer organisations, highlighting areas for harmonisation or reform.

**d) Stakeholder Consultations**

- Conduct structured interviews or focus group discussions with key internal and external stakeholders, including:
  - i. MOESNA staff
  - ii. Senior Management
  - iii. Representatives of Member States
  - iv. Legal, financial, and human resources officers
- Capture stakeholder insights on operational challenges, policy gaps, and priority areas for reform.

#### e) **Drafting and Validation**

- Prepare annotated draft revisions for each of the instruments under review, showing proposed changes with justifications.
- Submit a draft Review Report consolidating findings, benchmarking outcomes, and recommendations.
- Incorporate feedback into final versions of the revised instruments and final report.

#### f) **Finalisation and Submission**

- Submit final, clean versions of all revised documents (in Word and PDF formats).
- Submit the Final Review Report, including:
  - i. Summary of findings
  - ii. Benchmarking results
  - iii. Recommendations
  - iv. Process overview
  - v. Annexes with tracked changes and consultation records

#### g) **Tools and Techniques May Include:**

- Document comparison matrices
- SWOT analysis
- Key informant interview guides
- Policy analysis frameworks
- Benchmarking templates

### 10.1 EXPECTED OUTCOMES

The review and redrafting exercise are expected to result in a set of revised operating manuals and institutional instruments that are practical, future-ready, and aligned with the realities of MOESNA's mandate and operational context.

Specifically, the expected outcomes are:

#### a) **Clear, Simple, and Reader-Friendly Documents:**

The revised manuals will be written in plain language, well-structured, and accessible to users at all levels of the organisation, minimising ambiguity and complexity.

#### b) **Internal Consistency and Alignment:**

The instruments will be harmonised with the MOESNA Protocol, the Strategic Plan, and across all other related operational manuals, ensuring coherence and eliminating contradictions or overlaps.

- c) **Reflection of Intergovernmental Best Practices:**  
The documents will incorporate tested and effective practices from comparable intergovernmental organisations and RECs, ensuring operational effectiveness and credibility.
- d) **Contextual Relevance:**  
The manuals will be grounded on MOESNA's current operational realities and be responsive to anticipated developments as outlined in the draft Strategic Plan, taking into account its evolving role, capacity, and regional integration objectives.
- e) **Balanced in Prescriptiveness:**  
The instruments will strike a balance between providing sufficient guidance to ensure uniformity and accountability, while allowing flexibility for managerial discretion and responsiveness to dynamic conditions.
- f) **Accurate and Complete:**  
The revised documents will be free from material errors, contradictions, or omissions, and will clearly define roles, processes, and procedures.
- g) **Adaptable to Change:**  
The frameworks will be designed to accommodate organisational growth and changing operational demands, enabling periodic review and updating without requiring complete overhaul.
- h) **Professional Layout and Presentation:**  
The manuals will be logically organised, consistently formatted, and professionally presented to facilitate ease of reference, interpretation, and implementation by internal and external stakeholders.

The Consultant will present draft Manuals to the following:

- MOESNA Secretariat
- The Technical committee on Finance, Administration and Resource Mobilisation

Ultimately, the revised Protocol and Manuals should position MOESNA as a modern, efficient, and forward-looking maritime Organisation aligned with global best practices and responsive to the needs of its Member States.

## 10.2 TIME SPAN

This assignment is expected to be carried out for a period of 4 months from the date of the award of contract.

### 10.3 APPLICATION MODE

All submissions (**Two Hardcopies and a Softcopy**) are to be shared **on or before 14th November 2025** through the provided e-mail below & in properly sealed envelopes clearly marked “**ORIGINAL TENDER**” and “**COPY OF TENDER**” with the title “**THE REVIEW OF MOESNA’S PROTOCOL AND MANUALS**” and 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)

### 11. SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT AND CONSULTANT

#### a) Client

The client will assist the consultant in:

- i. Providing any documentation of previous studies conducted related to the assignment in the client’s custody;
- ii. Establishing contacts with the relevant stakeholders like Member States’ agencies requisite for this assignment;
- iii. Providing venue for consultative workshops where needed but in any case not for more than two workshops;
- iv. Inviting stakeholders to the consultative workshops;

#### b) Consultant

The consultant shall be responsible for providing the following facilities for their use:

- i. Office and residential accommodation wherever necessary;
- ii. Computer hardware, software, communication, office supplies etc;
- iii. All necessary travels, vehicles and otherwise;
- iv. All other support facilities.

### 12. CONTRACTUAL ARRANGEMENTS AND SUPERVISION

The Consultancy firm will be hired under MOESNA terms of contract and directly supervised by the Finance and Administration Directorate solely for the purpose of delivering the above output within the agreed time frame.

It is worth noting that:

- i. the costs of preparing the proposal and of negotiating the Contract, including any visits to the Client are not reimbursable as a direct cost of the assignment.
- ii. the Client is not bound to accept any of the proposals submitted.

### **13. INTELLECTUAL PROPERTY**

All information which the Consultancy firm may come into contact (pertaining the execution of this assignment) within the performance of his duties under this consultancy shall remain the property of the Client who shall have exclusive rights over its use. Except for purposes of this assignment, the information shall not be disclosed to the public nor used in whatever without written permission of the Client in line with the applicable national and International Copyright Laws.

### **14. EVALUATION CRITERIA**

The Evaluation method to be used is Quality and Cost Based Selection (QCBS) which shall involve the following:

- i. The technical bid shall contribute 80% while the financial bid shall contribute 20% to the final weighted score;
- ii. Preliminary examination on a pass/fail basis to determine the eligibility of the bidders and assess their administrative compliance to the Invitation. Non-eligible and non-compliant bids will be eliminated from further evaluation;
- iii. Detailed evaluation to determine the commercial responsiveness of bids and to assess the technical quality of bids against the criteria in the Terms of Reference in the invitation and determine their total technical score using a merit point system. Each bid shall be compared to the minimum technical qualifying mark stated in the invitation and those not meeting the minimum mark or that were not substantially commercially responsive will be eliminated from further evaluation;
- iv. Financial bids of bidders who will be substantially responsive and meet the minimum qualifying mark will be opened and a financial comparison carried out to examine financial bids and determine the financial score of each bid;
- v. Technical and financial scores will be combined, using the weightings given in the invitation, to give a total score for each bid. The bidder with the highest total score will be ranked first and recommended for contract award, subject to any negotiations if required.

## 15. TECHNICAL EVALUATION

The following technical evaluation criteria shall be with the Pass Mark being 64 for any firm's financial proposal to be considered:

NO	CRITERIA	SCORE
1	<b>Preliminaries</b> <ol style="list-style-type: none"> <li>i. Certificate of Registration and/or Incorporation</li> <li>ii. Valid VAT/PIN Certificate</li> <li>iii. Valid Trading license and/or single business permit</li> <li>iv. Valid Tax Compliance Certificate</li> <li>v. Copies of audited books of accounts for at least the most recent last 3 years i.e. 2024, 2023 and 2022</li> <li>vi. Company profile indicating what the firm does, experiences, staffing, etc;</li> <li>vii. Declaration stating that the firm has NOT been debarred by any Public Procurement Regulatory Authority;</li> <li>viii. Signed and registered Powers of Attorney</li> <li>ix. Mandatory bidder forms (PRQ1-PRQ6),</li> <li>x. Form of Tender duly filled and signed.</li> </ol>	8
2	<b>Responsiveness to the Terms of Reference</b> <ol style="list-style-type: none"> <li>i. Specific experience of the provider related to the assignment               <ol style="list-style-type: none"> <li>a) Usefulness/value of comments and suggestions on the Terms of Reference</li> <li>b) Key assignment issues identified and explained</li> <li>c) Completeness and responsiveness</li> </ol> </li> <li>ii. Adequacy of the proposed work plan and methodology in responding to the Terms of Reference               <ol style="list-style-type: none"> <li>a) Understanding the Terms of Reference</li> <li>b) Quality of methodology, work plan and sequencing</li> <li>c) Firm's Organisation and facilities available for the assignment</li> </ol> </li> <li>iii. Qualifications and competences of the key staff for the assignment               <ol style="list-style-type: none"> <li>a) Team Leader</li> <li>b) Human Resources Specialist</li> <li>c) Financial and Procurement Expert</li> <li>d) Maritime legal expert</li> </ol> </li> </ol>	58
3	<b>Experience of the Firm</b> Similar assignments handled in the last 10 years (at least three assignments) indicated by recommendation letters from previous clients, certified copies of previous contracts with experience in the public sector, especially in the Member States, being an added advantage	10
4	<b>Local/Regional participation</b> Participation of locals from the Member States shall attract a score	4
	<b>TOTAL</b>	<b>80</b>

Refer to the appendix document: Instructions to Bidders and Tender Mandatory forms for more detailed information.

TENDER NO. MOESNA/OT/08/RMPM/2025

TENDER FOR THE REVIEW OF MOESNA'S PROTOCOL AND MANUALS

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1.1 The Maritime Organisation for Eastern, Southern and Northern Africa, (MOESNA) invites sealed tenders from eligible candidates for the offer of **Consultancy Services for the Review of MOESNA's Protocol and Manuals.**

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/tender/>

1.3 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.

1.4 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.

1.5 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.

1.6 For physical submissions, the completed tender document, 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, 14th November 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)**

1.7 For electronic submissions, completed tender documents in PDF format shall be submitted to [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)

No.	Requirements	Score
1.	Certificate of Registration/incorporation	Mandatory
2.	Valid VAT/PIN Certificate	Mandatory
3.	Certified copy of Valid Tax Compliance Certificate/ Exemption certificate	Mandatory
4.	Valid trade license.	Mandatory
5.	Registered Powers of Attorney	Mandatory
6.	Company profile indicating what the firm does, experiences, staffing, etc;	Mandatory
7.	Copies of audited books of accounts for the past three years	Mandatory
8.	Mandatory bidder forms (PRQ1-PRQ6)	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.

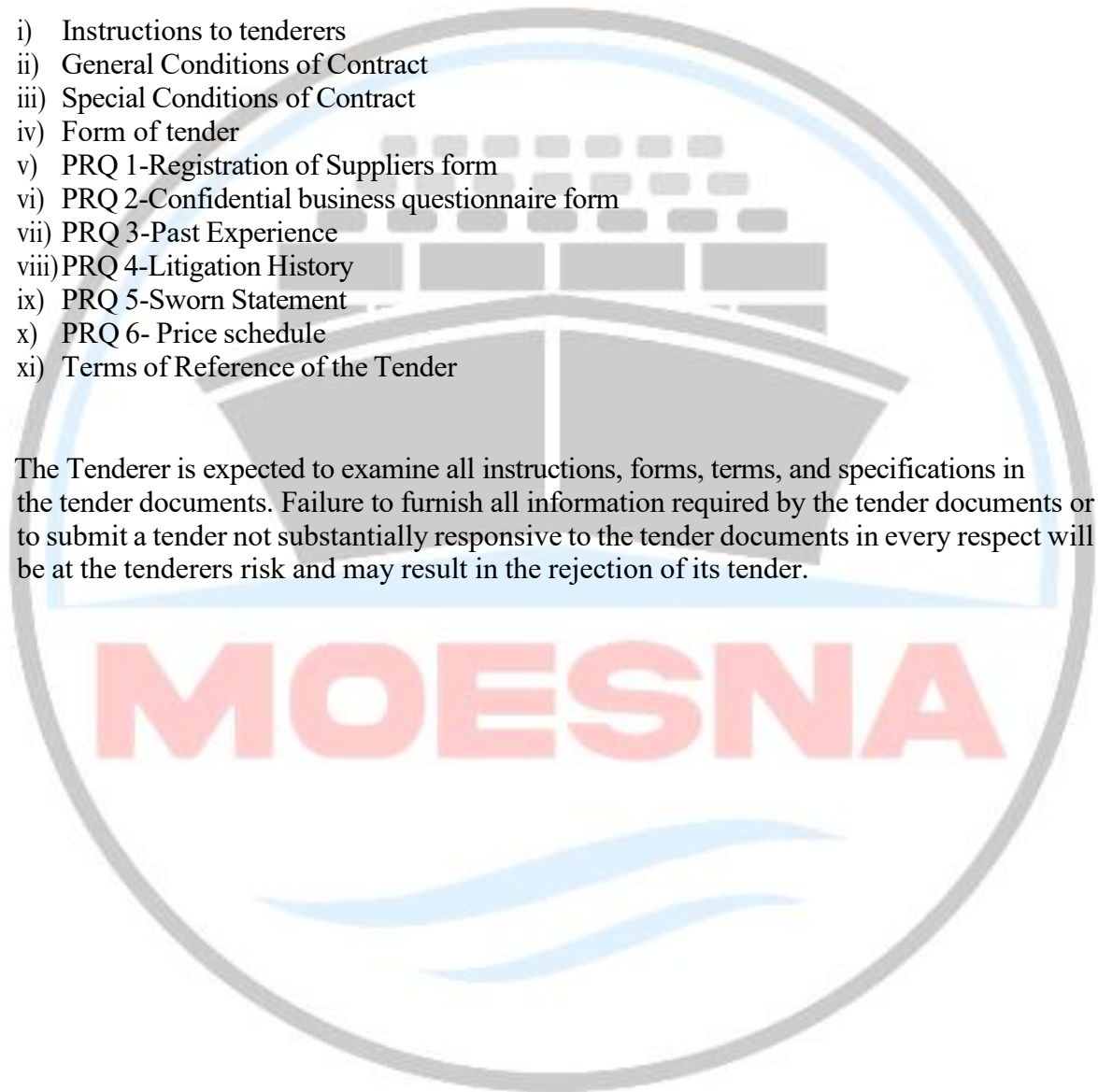
2.2.2 The procuring entity shall allow the tenderer to submit and review the tender document free of charge.

### **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 paragraphs 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 in 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, 14th November 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. Registered Powers 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> </ol>
	v. Audited financial accounts for the past three years.
<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>a) Bound document MUST be sequentially serialized (paginated) on every page</li> <li>b) Bidders must comply/meet all requirements in section 2.12 (Mandatory Compliance Requirements) to proceed to technical evaluation and thereafter financial evaluation.</li> </ol>	

## 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 Organisation 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 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**

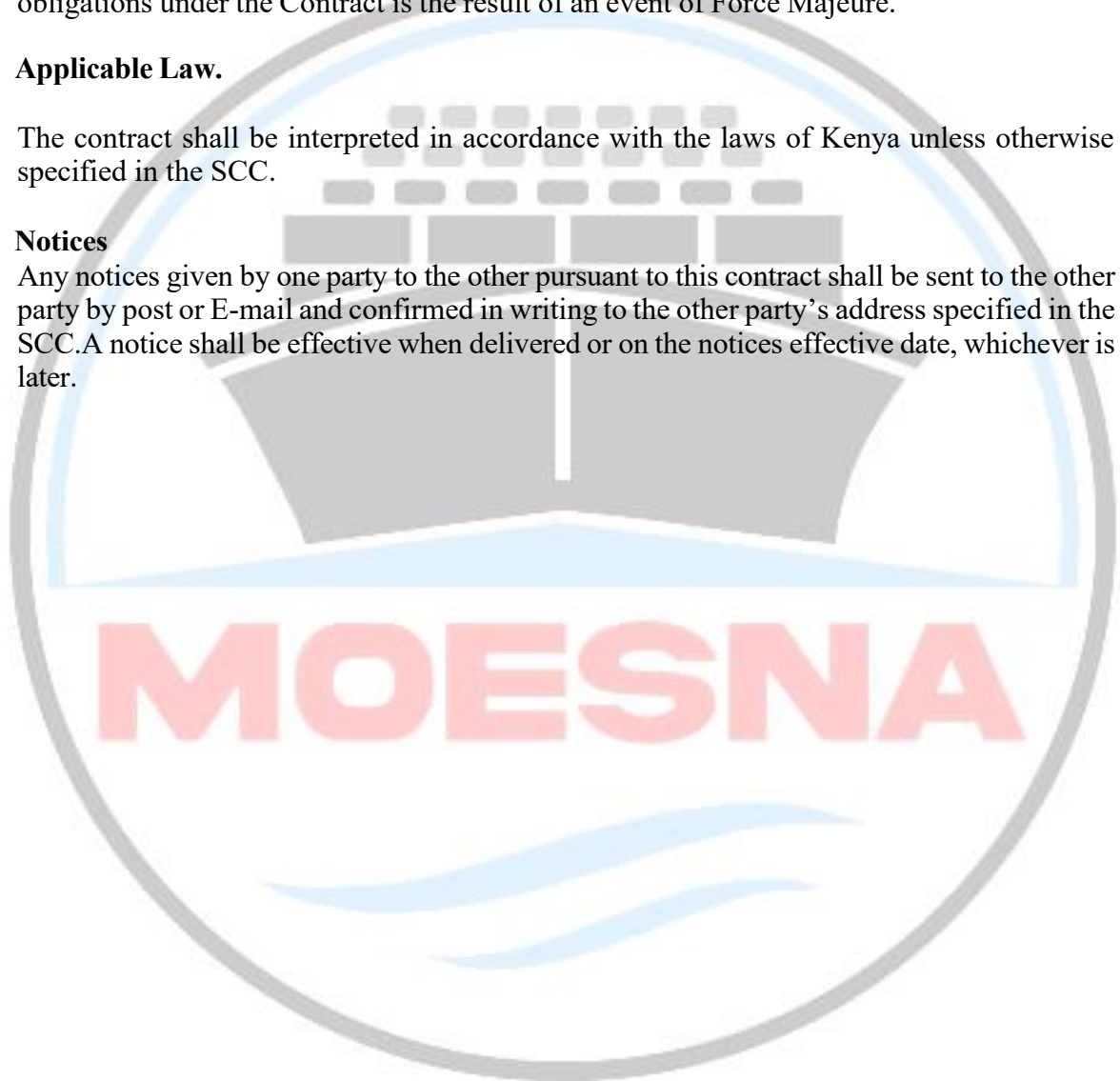
The contractor shall not be liable *for* forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

#### **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 <b>MOMBASA, KENYA</b> 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 .....  
.....  
.....

**Organisation & 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.....

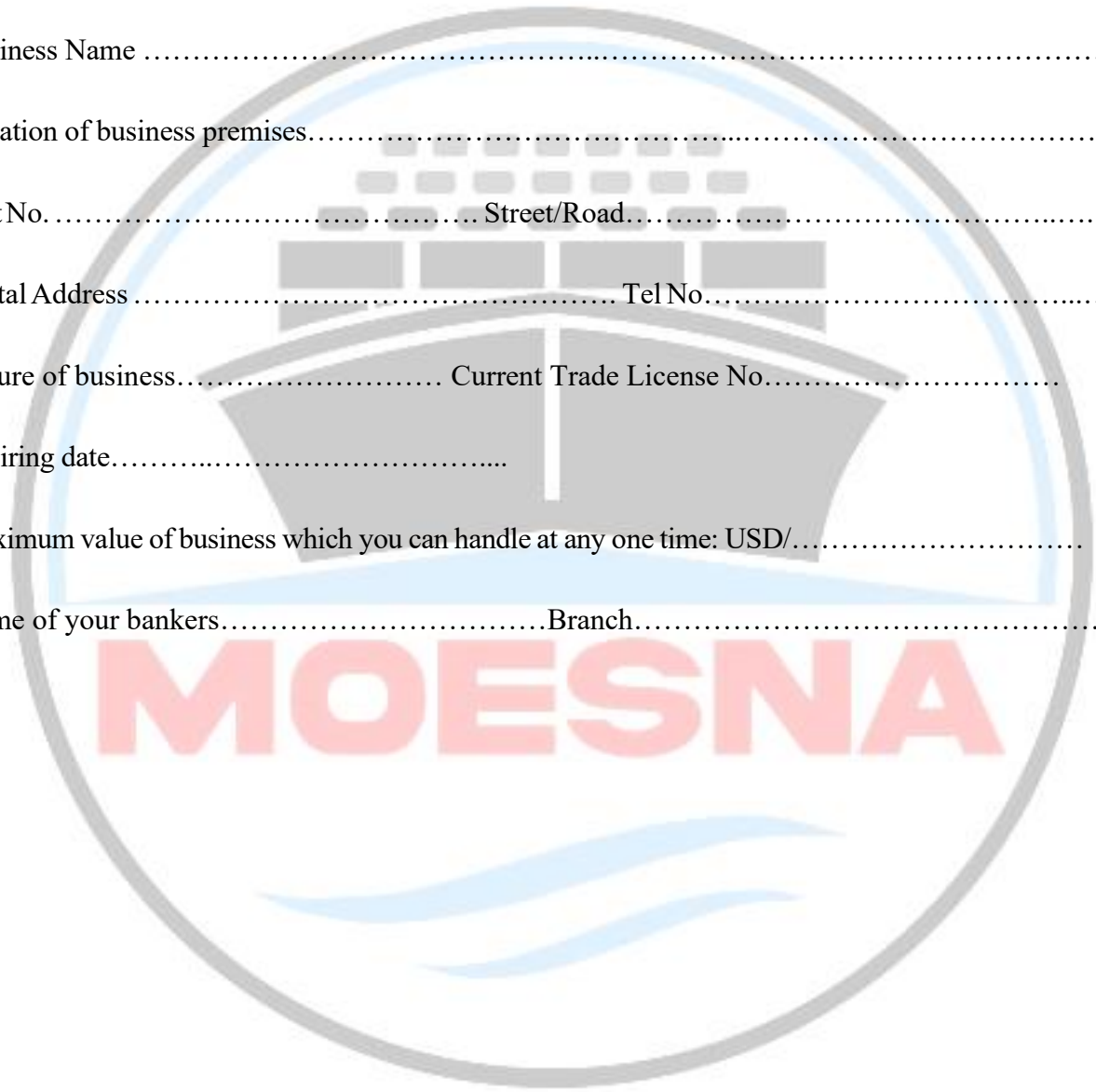
Postal Address ..... Tel No.....

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

Expiring date.....

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

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 USD

.....  
Issued 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.....

**FORM PRQ-3 - PAST EXPERIENCE**

**NAMES OF AT LEAST THREE CLIENTS**

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

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

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

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

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

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

**FORM PRQ-4 - LITIGATION HISTORY**

Name of Contract Supplier.....

YEAR	AWARD FOR OR AGAINST	NAME OF CLIENT CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE, US\$. EQUIVALENT)

**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	<b>Offer of consultancy services for the Review of MOESNA’s Protocol and Manuals</b>	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 offer of consultancy services for the Review of MOESNA’s Protocol and Manuals.**

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

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