



KENYA MARINE AND FISHERIES RESEARCH INSTITUTE
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13TH JUNE 2025

TO: ALL INTERESTED BIDDERS:

TENDER FOR THE SUPPLY DELIVERY AND INSTALLATION OF LAB EQUIPMENT AND RELATED PARTS AND SPARES, TENDER NO. KMF/HQS/21/2024-2025

ADDENDUM/CLARIFICATION NO. 02

Reference is hereby made to the above-mentioned TENDER NOTICE which was published in both Kenya Marine & Fisheries Research Institute (KMFR I) and *Public Procurement Information Portal* (PPIP) official websites respectively on 4th June 2025.

Bidders are advised to take note of the special condition of the contract under section VII as highlighted herein.

SECTION VII - SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(h)	The Procuring Entity is: <i>Kenya Marine and Fisheries Research Institute</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: <i>EX WORKS</i>
GCC 4.2 (b)	The version edition of Incoterms shall be <i>INCOTERMS 2015</i>

GCC 8.1	For notices , the Procuring Entity's address shall be: Attention: <i>Director General</i> Postal address: 81861-80100 MOMBASA Physical Address Mkomani, Cement Road next to English Point Marina Telephone: +254(20)8021561 Electronic mail address: <i>ceo@kmfri.go.ke</i>
GCC 10.4.2	The place of arbitration shall be Mombasa Kenya.
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are, <i>Delivery note, invoice, works ticket, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.</i> . The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed " <i>shall be the amount quoted as provided in the form of tender</i> " or " <i>shall not,</i> " be adjustable.
GCC 16.1	<p>Sample provision</p> <p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>A. Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made in [N/A] in the following manner: The offer to be provided in Kenya shilling and the payment shall be made in the same currency</p> <p>(i) Advance Payment: Twenty (20) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and, in the form, provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 12.</p> <p>(iii) On Acceptance: one hundred (100) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Procuring Entity.</p> <p>B. Payment of local currency portion of a foreign Supplier shall be made in Kenya shillings within thirty (30) days of presentation of claim supported by a certificate from the Procuring Entity declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>C. Payment for Goods and Services supplied from within Kenya:</p> <p>Payment for Goods and Services supplied from within Kenya shall be made in Kenya shilling, as follows:</p> <p>(i) Advance Payment: twenty (20) percent of the Contract Price shall be</p>

	<p>paid within thirty (30) days of signing of the Contract against an invoice and a bank guarantee for the equivalent amount and in the form provided in the Tendering document or another form acceptable to the Procuring Entity.</p> <p>(ii) On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 13. The bank guarantee shall then be released.</p> <p>(iii) On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity.</p>
GCC 16.5	<p>The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be 90 days.</p> <p>The interest rate that shall be applied is <i>[10] %</i></p>
GCC 18.1	A Performance Security shall be required where the contract price is more than Kshs 5,000,000
GCC 18.3	If required, the Performance Security shall be in the form of: Bank guarantee
GCC 18.4	Discharge of the Performance Security shall take place: 30 DAYS AFTER COMPLETION OF SUPPLY and works and acceptance of the same
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: <i>N/A</i>
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be done by the supplier
GCC 26.1	The inspections and tests shall be: <i>at the time of installation before acceptance by the procuring entity</i>
GCC 26.2	The Inspections and tests shall be conducted at: <i>the procuring entity premises</i>
GCC 27.1	The liquidated damage shall be: <i>[10] % per week</i>
GCC 27.1	The maximum amount of liquidated damages shall be: <i>[50] %</i>
GCC 28.3	<p>The period of validity of the Warranty shall be: <i>[365] days</i> For purposes of the Warranty, the place(s) of final destination(s) shall be: <i>Kenya Marine and Fisheries Research Institute Mombasa Kenya</i></p> <p>(b) The supplier shall pay liquidated damages to the Procuring Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 50% of the contract price.</p>
GCC 28.5, GCC 28.6	The period for repair or replacement shall be 90 days.

GCC 33.6	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Supplier shall be 50% (insert appropriate percentage).
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Please be informed that this ADDENDUM/CLARIFICATION herein therefore become part and parcel of the INSTRUCTIONS to all bidders participating in this TENDER. The TENDER CLOSING date remains to be on TUESDAY, 17th JUNE AT 10.00 AM.



Mr. Isack Owiti Kojo Ombwayo – MCIPS, MKISM
Supply Chain Manager

FOR: CEO/KMFRI

Kenya Marine and Fisheries Research Institute

ISO 9001: 2015 CERTIFIED

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