

**TENDER FOR SUPPLY AND DELIVERY FURNITURE**

**TENDER NO: - KWS/OT/ADM/62/2017-2018**

**CLOSING DATE AND TIME:**

***16<sup>th</sup> MAY, 2018 AT 12.00 NOON***

RESERVED FOR WOMEN

***KENYA WILDLIFE SERVICE***

**P.O BOX 40241-00100**

**NAIROBI.**

*Website: [www.kws.go.ke](http://www.kws.go.ke)*

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## SECTION A. INVITATION TO TENDER

### NATIONAL COMPETITIVE TENDER

Date: 15<sup>th</sup> MAY, 2018

Reference: KWS/OT/ADM/62/2017-2018

Tender name: SUPPLY AND DELIVERY OF FURNITURE

1. The Kenya Wildlife Service now invites sealed tenders from eligible bidders for the **supply and delivery** of furniture.
2. A complete set of tender documents may be obtained by downloading free of charge from KWS website [www.kws.go.ke/downloads/tenders](http://www.kws.go.ke/downloads/tenders) . Communication in regard to the tender must be in writing through email address: [hps@kws.go.ke](mailto:hps@kws.go.ke). All clarifications and/or amendments will be published in KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.
3. Candidates **MUST** prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents:
  - i) Certificate of Incorporation.
  - ii) Valid Tax Compliance Certificate
  - iii) Evidence of financing from a bank or any financial institution.
  - iv) Current CR 12 (not more one year from date of issue) from registrar of companies; OR a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies
  - v) Valid Yagpo certificate- women
  - vi) Fully filled business questionnaire
  - vii) The tender document **MUST be paged sequentially** including all attachments.
  - viii) A declaration that the bidder will not engage in any corrupt or fraudulent practice and that the person or his or her sub-contractors are not debarred from participating in procurement proceeding
  - ix) All tenders **MUST** be book or tape bound.
  - x) Fully filled, signed and stamped tender securing declaration form
4. Bids must remain valid for a period of ninety (90) days from the date of tender opening.

5. The completed tenders in plain sealed envelopes clearly marked **“TENDER NO: - KWS/OT/ADM/62/2017-2018 for the Supply and Delivery of chairs**, shall be addressed to:

**The Director General,  
Kenya Wildlife Service  
P.O. Box 40241  
NAIROBI**

and dropped in the Tender Box situated at the **Kenya Wildlife Service Offices situated on Lang’ata road** –or posted so as to reach the above address on or before **31<sup>ST</sup> May 2018 at 12:00 noon**.

Opening will be on **31<sup>th</sup> May 2018 at 12:00 noon**. In the presence of bidders or their representatives who choose to attend in the **KWS conference room**. Late bids will not be accepted regardless of the circumstances.

7. KWS is a corrupt free organization and no one is required to provide any inducement to participate in any of its implementation processes.

**HEAD OF SUPPLY CHAIN MANAGEMENT**

## **SECTION B. INSTRUCTIONS TO TENDERERS**

### **1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of materials and goods by the intended completion date specified in the tender documents.
- 1.2 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 KWS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

### **2. Cost of Tendering**

- 2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KWS, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

### **3 The Tender Document**

#### **3.1 Contents of the Tender Document**

This tender document comprises the documents listed below and addenda issued in accordance with clause 5 of these instructions to tenders.

- (i) Invitation for Tenders
- (ii) General Instructions
- (iii) Appendix to General Instructions
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements and Price Schedules
- (vi) Technical Specifications
- (vii) Tender Form
- (viii) Tender Security Form
- (ix) Contract Form
- (x) Performance bond Form
- (xi) Bank Guarantee for Advance Payment Form

- 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.

#### **4. Clarification of Documents**

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify KWS in writing. KWS 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 KWS. Written copies of KWS response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have purchased the tender document.

#### **5. Amendment of Documents**

- 5.1 At any time prior to the deadline for submission of tenders, KWS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment / addendum.
- 5.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing, and will be binding on them.
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KWS, at its discretion, may extend the deadline for the submission of tenders.

### **Preparation of Tenders**

#### **6. Language of Tender**

The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchanged by the tenderer and KWS, shall be written in English language, except for any printed literature furnished by the tenderer which 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.

#### **7. Documents Comprising the Tender**

- 7.1 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 paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

- (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 14

## **8. Tender Form**

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

## **9. Tender Prices**

- 9.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.
- 9.2 Prices indicated on the Price Schedule shall include all duties and taxes payable in the country and charges for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination; and
- 9.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 22.

## **10. Tender Currency**

10.1 Prices shall be quoted in Kenya Shillings irrespective of their source.

## **11. Tenderer's Eligibility and Qualifications.**

- 11.1 Pursuant to paragraph 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.
- 11.2 The documentary evidence of the tenderers eligibility to tender shall establish to KWS satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 1 above.
- 11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KWS's satisfaction:
  - (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
  - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderers' maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

## **12. Goods' Eligibility and Conformity to Tender Document.**

- 13.1 The tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.
- 13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
  - (a) a detailed description of the essential technical and performance characteristics of the goods;
  - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by KWS;- (requires physical presence and stocks of the spares, special tools etc) and;
  - (c) a clause-by-clause commentary on KWS Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KWS in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to KWS's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## **14. Tender Security**

- 14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 14.2 The tender security is required to protect KWS against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14.7



- 14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to KWS and valid for thirty (30) days beyond the validity of the tender.
- 14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by KWS as non-responsive, pursuant to paragraph 22.
- 14.5 Unsuccessful Tenderer's tender 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 KWS.
- 14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance bond, pursuant to paragraph 31.
- 14.7 The tender security may be forfeited:
- (a) If a tenderer withdraws its tender during the period of tender validity specified by KWS 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 bond in accordance with paragraph 31.

## **15. Validity of Tenders**

- 15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by KWS, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by KWS as non-responsive.
- 15.2 In exceptional circumstances, KWS 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 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

## **16. Format and Signing of Tender**

- 16.1 The tenderer shall prepare ONE COPY of the tender, clearly marking as "ORIGINAL TENDER" as appropriate.
- 16.2 The original 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. The latter authorization shall be indicated by written power-of-attorney accompanying the

tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

- 16.3 The tender shall have no interlineation, 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.

## **Submission of Tenders**

### **17. Sealing and Marking of Tenders**

- 17.1 The tenderer shall seal the original tender in PLAIN envelopes, duly marking the envelopes as "ORIGINAL" The envelope shall then be sealed in an outer PLAIN envelope.

- 17.2 The inner and outer envelopes shall:

- (a) Be addressed to KWS at the following address:  
**The Director General**  
Kenya Wildlife Service  
**P.O BOX 40241-00100**  
**NAIROBI.**
- (b) Bear, the tender name the Invitation for tenders (IFT), and the words: "DO NOT OPEN BEFORE," **31<sup>ST</sup> May 2018 at 12:00 noon**
- (c) Be dropped in the Tender Box situated at the **reception of Kenya Wildlife Service Offices situated in Nairobi –Lang'ata Road** or posted so as to reach the above address on or before **31<sup>ST</sup> May 2018 at 12:00 noon.**

- 17.3 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".

- 17.4 If the outer envelope is not sealed and marked as required by paragraph 17.2, KWS will assume no responsibility for the tender's misplacement or premature opening.

### **18. Deadline for Submission of Tenders**

- 18.1 Tenders must be received by KWS at the address specified under paragraph 17.2 not later than **31<sup>st</sup> May 2018 at 12:00 noon**

- 18.2 KWS 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 KWS and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

## **19. Modification and Withdrawal of Tenders**

19.1.1 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 tenders, is received by KWS prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. 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.

19.3 No tender may be modified after the deadline for submission of tenders.

19.4 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 14.7.

## **Opening and Evaluation of Tenders**

### **20. Opening of Tenders**

20.1.1 All tenders will be opened in the presence of tenderers' representatives who choose to attend on **31<sup>ST</sup> MAY, 2018 at 12:00 noon** in the **KWS conference room**. Late bids will not be accepted regardless of the circumstances.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

20.2 The tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as KWS, at its discretion, may consider appropriate, will be announced at the opening.

20.2. The

20.3 KWS procurement office will prepare minutes of the tender opening.

### **21. Clarification of Tenders**

21.1 To assist in the examination, evaluation and comparison of tenders KWS may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and

the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

- 21.2 Any effort by the tenderer to influence KWS in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

## **22. Preliminary Examination**

- 22.1 KWS will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 22.2 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 there is a discrepancy between words and figures, the amount in words will prevail. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited.
- 22.3 KWS may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to paragraph 23, KWS 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. KWS's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by KWS and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

## **23. Evaluation and Comparison of Tenders**

- 23.1 KWS will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.
- 23.2 The evaluation of a tender will exclude and not take into account:
- (a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and

- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

23.3 The comparison shall be of the delivered price of the goods offered from within Kenya, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods.

23.4 The evaluation of a tender will take into account, in addition to the tender price and the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 23.5 and in the technical specifications:

- (a) Delivery schedule offered in the tender;
- (b) Deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) The cost of components, mandatory spare parts, and service;
- (d) The availability in Kenya of spare parts and after-sales services for the equipment offered in the tender;

23.5 Pursuant to paragraph 23.4 the following evaluation methods will be applied:

- (a) *Delivery schedule.*
  - (i) KWS requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than KWS'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 of 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. KWS may consider the alternative payment schedule offered by the selected tenderer.
- (c) *Spare parts and after sales service facilities.*

Tenderers must offer items with service and spares part back up. Documentary evidence and locations of such back- up must be given. Where a tenderer offers items

without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied.

### **23.6 Preference**

23.6.1 For purposes of section 39(4) (d) of the Public Procurement and Disposal Act, public entities shall grant exclusive preference to local contractors offering–

- (a) motor vehicles, plant and equipment that are assembled in Kenya;
- (b) construction material and other material used in the transmission and conduction of electricity of which such material is made in Kenya;
- (c) furniture, textiles, foodstuffs and other goods made or locally available in Kenya.

23.6.2 For the purposes of section 39(8) (a) (ii) of the Public Procurement and Disposal Act, the threshold below which exclusive preference shall be given to citizen contractors, shall be the sum of –

- (a) one billion shillings for procurements in respect of road works, construction materials and other materials used in transmission and conduction of electricity of which the material is made in Kenya;
- (b) five hundred million shillings for procurements in respect of other works;
- (c) one hundred million shillings for procurements in respect of goods; and
- (d) fifty million shillings for procurements in respect of services.

23.6.3 For the purpose of benefiting from preference and reservations schemes, an enterprise owned by youth, women or persons with disabilities shall be a legal entity that –

- (a) is registered with the relevant government body; and
- (b) has at least seventy percent membership of youth, women or persons with disabilities and the leadership shall be one hundred percent youth, women and persons with disability, respectively

23.6.4 For the purpose of ensuring sustainable promotion of local industry, all foreign tenderers participating in international tenders shall source at least forty percent of their supplies from citizen contractors. Tenderer shall provide documentary evidence to assure KWS of compliance with the requirements.

## **24. Contacting KWS**

- 24.1 Subject to paragraph 21, no tenderer shall contact KWS on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- 24.2 Any effort by a tenderer to influence KWS in its decisions on tender evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender's bid proposal.

## **25. Award of Contract**

### **Post-qualification**

- 25.1 In the absence of pre-qualification, KWS 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.
- 25.2 The determination will take into account the Tenderer's financial, technical, production and after sales backup capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as KWS deems necessary and appropriate.
- 25.3 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 KWS will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

## **26. Award Criteria**

- 26.1 Subject to paragraph 10,23 and 28 KWS will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

## **27. KWS's Right to Vary quantities**

- 27.1 KWS reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

## **28. KWS Reserves Right to Accept or Reject Any or All Tenders**

28.1 KWS 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 KWS's action.

## **29. Notification of Award**

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

29.2 The notification of award will constitute the formation of the Contract.

29.3 Upon the successful Tenderer's furnishing of the performance bond pursuant to paragraph 31, KWS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 14.

## **30. Signing of Contract**

30.1 At the same time as KWS notifies the successful tenderer that its tender has been accepted, it will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KWS.

## **31. Performance bond**

31.1 Within fourteen (14) days of the receipt of notification of award from KWS, the successful tenderer shall furnish the performance bond in accordance with the Conditions of Contract, in the Performance bond Form provided in the tender documents, or in another form acceptable to it (KWS).

31.2 Failure of the successful tenderer to comply with the requirement of paragraph 30 or paragraph 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event KWS may make the award to the next lowest evaluated Candidate or call for new tenders.

## **32. Corrupt and Fraudulent Practices**

32.1 KWS requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. In pursuance of this policy, KWS:-

(a) Defines, for the purposes of this provision, the terms set forth below as follows:



- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of KWS, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive KWS of the benefits of free and open competition;

(b) 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;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

32.2 Furthermore, tenderers shall be aware of the provision stated in the General Conditions of Contract.

*Appendix to the General Instructions to Tenderers*

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

Instructions to tenderers reference	Particulars of appendix to instructions to tenders
Invitation to tender mandatory requirements	<p>Candidates <b>MUST</b> prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents:</p> <ul style="list-style-type: none"> <li>i. Certificate of Incorporation.               <ul style="list-style-type: none"> <li>i) Valid Tax Compliance Certificate</li> <li>ii) Evidence of financing from a Bank or any microfinance.</li> <li>iii) Current CR 12 (not more one year from date of issue) from registrar of companies; OR a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies</li> <li>iv) Fully filled business questionnaire</li> <li>v) Valid YAGPO certificate- WOMEN</li> <li>vi) The tender document <b>MUST be paged sequentially</b> including all attachments.</li> <li>vii) A declaration that the bidder will not engage in any corrupt or fraudulent practice and that the person or his or her sub-contractors are not debarred from participating in procurement proceeding</li> <li>viii) All tenders MUST be book or tape bound.</li> <li>xi) Fully filled, signed and stamped tender securing declaration form</li> </ul> </li> </ul> <p><i>Bidders must provide all the mandatory requirements before proceeding for technical proposal non compliance to any of the above documents will lead to disqualification and your bid will be non responsive</i></p>

<p>Technical requirements</p>	<p><b>Chairs</b>  The Tenderer is required <b>MUST</b> submit a sample of what He/She will be bidding for. The samples Must conform to the specifications given under Section E : SCHEDULE OF REQUIREMENT AND PRICE SCHEDULE</p>
<p>26.1: Award criteria</p>	<p>The award shall be to the lowest technically evaluated bidder</p>

## **SECTION C:-GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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

- (a) "The Contract" means the agreement entered into between KWS and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to KWS under the Contract.
- (d) "KWS" means, Kenya Wildlife Service which is the organization purchasing the Goods under this Contract.
- (e) "The tenderer" means the individual or firm supplying the Goods under this Contract.

### **2. Application**

2.1 These General Conditions shall apply in all Contracts made by KWS for the procurement of goods.

### **3. Country of Origin**

- 3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced.
- 3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **5. Use of Contract Documents and Information**

5.1 The Candidate shall not, without KWS's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information

furnished by or on behalf of KWS in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

- 5.2 The tenderer shall not, without KWS prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain property of KWS and shall be returned (all copies) to KWS on completion of the Tenderer's performance under the Contract if so required by KWS.

## **6. Patent Rights**

- 6.1 The tenderer shall indemnify KWS against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Kenya.

## **7. Performance bond**

- 7.1 Within fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KWS the performance bond in the amount specified in Special Conditions of Contract.
- 7.2 The proceeds of the performance bond shall be payable to KWS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 7.3 The performance bond shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KWS and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KWS, in the form provided in the tender documents.
- 7.4 The performance bond will be discharged by KWS and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

## **8. Inspection and Tests**

- 8.1 KWS or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. KWS shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. 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 KWS.

- 8.2 Should any inspected or tested Goods fail to conform to the Specifications, KWS may reject the Goods, and the tenderer shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to KWS.
- 8.4 KWS's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by KWS or its representative prior to the Goods' delivery.
- 8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **9. Packing**

- 9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

### **10. Delivery and Documents**

- 10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by KWS in its Schedule of Requirements and the Special Conditions of Contract.

### **11. Insurance**

- 11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract

### **12. Payment**

- 12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.
- 12.2 Payments shall be made promptly by KWS as specified in the contract.

### **13. Prices**

- 13.1 Prices charged by the tenderer for Goods delivered and Services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

#### **14. Assignment.**

14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with KWS's prior written consent.

#### **15. Sub-contracts**

15.1 The tenderer shall notify KWS in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

#### **16. Termination for Default**

16.1 KWS may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

- (a) if the tenderer fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by KWS.
- (b) if the tenderer fails to perform any other obligation(s) under the Contract.
- (c) if the tenderer, in the judgment of KWS has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

16.2 In the event KWS terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the tenderer shall be liable to KWS for any excess costs for such similar Goods.

#### **17. Liquidated Damages**

17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, KWS shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

#### **18. Resolution of Disputes**

18.1 KWS and the tenderer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection With the contract.

18.2 If, after thirty (30) days from the commencement of such informal negotiations both

parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national forum using the laws of the Republic of Kenya.

## **19. Language and Law**

19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

## **20. Force Majeure**

20.1 The tenderer 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*.



## SECTION D. SPECIAL CONDITIONS OF CONTRACT

### General

Special Conditions of Contract supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

#### 1.0 Definitions (Clause 1.1)

**The Purchaser is:**

The Kenya Wildlife Service

P. O. Box 40241-00100

**NAIROBI**

#### 2.0 Inspection and Tests (Clause 8)

The Tenderer **MUST** submit as part of its bid, **SAMPLES OF THE ITEMS** they offer to supply.

#### 3.0 Delivery and Documents (Clause 10)

The materials and goods shall be delivered as indicated to **KWS** headquarter, **Langata**. **The desired delivery period is 60 days from date of award of tender**

#### 4.0 Payment (Clause 12)

One Hundred (100) percent of the contract price of the materials and goods delivered shall be paid upon the delivery, inspection, testing and acceptance of the same by a verification and acceptance committee appointed by the purchaser.

#### 5.0 Resolution of Disputes (Clause 18)

In case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to Arbitration in accordance with the arbitration laws of Kenya.

#### 6.0 Notices (Clause 19)

For the purposes of this Sub-Clause, the respective addresses are:

**The Purchaser:**

**The Director General**

**Kenya Wildlife Service**

**P. O. Box 40241-00100**

**NAIROBI**

## SECTION E. SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

Prices quoted must be Inclusive of all taxes)

NO:	ITEM DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST	COUNTRY OF ORIGIN	DELIVERY PERIOD
1.	Heavy duty medium back executive leather chair on 5-Star Chrome Base/Ergonomic Mesh and Leatherette Chair	200				
2.	Heavy duty Low Back Cantilever Base Leather Visitors Chair/Cantilever Base High Back Leather Conference Chairs	100				
3.	Orthopedic Chair	2				

## **SECTION F. TECHNICAL SPECIFICATIONS**

### **GENERAL**

1. These specifications describe the basic requirements for goods. Tenderers are requested to submit with their offers Samples for the products they intend to supply.
2. Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
3. All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. KWS reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
4. The tenderers are requested to present information along with their offers as follows:
  - i) Shortest possible delivery period of each product.
  - ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

### *Detailed Technical Specifications*

### **TECHNICAL SPECIFICATION FOR CHAIRS**

#### **ORTHOPAEDIC CHAIR MINIMUM SPECIFICATIONS**

#### **MANDATORY REQUIREMENT**

Each bidder is required to submit a sample chair for every item quoted for.

**ERGONOMIC MESH AND LEATHERETTE CHAIR**

NO.	SPECIFICATION	
1.	Heavy DUTY Medium back chair with high quality seat with armrest	Yes
2.	Paddled backrest and seat covered in strong fine leather/meshed fabric black in colour	Yes
3.	Ergonomic back rest design to comfortably support the back	
4.	Strong durable 5-star chrome base on castors prefabrication to withstand a minimum weight of 135kgs / 300lbs	Yes
4.	Gas lift with cover, complete with a height adjusting and synchro tilt mechanism.	Yes
5.	The leather/meshed fabric material should be strong and of fine quality that can be easily cleaned of spillage dirt and stains.	Yes
6.	The chair MUST have an adjustable lumbar support, and Angle adjustable headrest.	Yes

**CANTILEVER BASE HIGH BACK LEATHER CONFERENCE CHAIRS**

NO	SPECIFICATION	
1	Heavy Duty Low High quality seat with armrests	Yes
2.	Paddled backrest and seat covered in strong fine Vinyl leather black in colour	Yes
3.	Ergonomic back rest design to comfortably support the back	
4.	Strong durable CANTILEVER chrome base prefabrication to withstand a weight of 90Kgs/220lbs	Yes
4.	The base to be of HEAVY DUTY high quality chrome pipes gauge with end cup stoppers.	Yes
5.	The base to be of high quality chrome pipe gauge with end cup stoppers	Yes
6.	The leather upholstery should withstand damp cloth dusting and be resistant to stains	Yes

**ORTHOPAEDIC CHAIR MINIMUM SPECIFICATIONS**

NO.	SPECIFICATION	
1.	High back High quality seat with armrest.	Yes
2.	Paddled backrest and seat covered in strong fine leather black in colour	Yes
3.	Strong durable 5-star chrome base on castors prefabrication to withstand a minimum weight of 135kgs / 300lbs	Yes
4.	Gas lift with cover, complete with a height adjusting and reclining mechanism.	Yes
5.	The leather meshed fabric should be strong and of fine quality that can be easily cleaned of spillage dirt and stains.	Yes
6.	The chair to have an adjustable lumbar support and an angle adjustable headrest.	Yes

## SECTION G. STANDARD TENDER FORMS

### i) *Form of Tender*

Date: \_\_\_\_\_ Tender N<sup>o</sup>: \_\_\_\_\_

To: THE DIRECTOR GENERAL  
KENYA WILDLIFE SERVICE  
P.O. BOX 40241-00100,  
**NAIROBI**

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos.....  
*[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

*[description of goods ]*

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 deliver the goods in accordance with the Delivery schedule specified in the Schedule of Requirements.

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

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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

[signature] .....[in the capacity of]

Duly authorized to sign tender for and on behalf of .....

*(ii) Confidential Business Questionnaire:*

TENDER NO .....

SUPPLY AND DELIVERY OF.....

Name of the firm ..... Date issued.....

The information provided in this form will enable KWS to assess your eligibility to participate in the tendering process and your competence in supplying the goods and services in the tender. KWS shall verify the information provided and candidates should note that submission of false information will lead to automatic disqualification.

**A: GENERAL INFORMATION:**

1.1 Business Name: .....

1.2 Date Of Registration.....

Indicate the form of Business:.....

1.3 (a) Sole Proprietor..... (b)

Partnership..... (c) Company.....

1.4 What businesses are you licensed to operate?

.....

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

Fax: .....

Cell Phone.....

Email .....Web page.....

1.6 Location of business premises:

Street/Road.....Building and Floor.....Plot No .....

Is the premises Permanent/Temporary?.....  
 Residential/Office/shop/warehouse?.....

1.7 Current Trade License No ..... Expiring date.....

1.8 Who are your Principal Bankers ..... Branch .....

1.9 Details of business registration: Please complete the relevant section.

**Part 1.9 (a) – Sole Proprietor**

Your name in full .....

Are you a Kenya Citizen?.....If not, what is your Nationality .....

**Part 1.9(b) – Partnership/Registered company**

Country of incorporation.....Date.....

	NAME OF PARTNERS/SHARE	NATIONALITY	CITIZENSHIP	OWNERSHIP
1				
2				
3				
4				

I .....the applicant or the authorized person to make this application on behalf of [name of company]..... does hereby declare that the information provided is true and correct.

2.2 The Position in the company of the person making this application.....

Signature.....Date.....

OFFICIAL STAMP HERE:



**iii) Tender Security Form**

Whereas..... [name of the tenderer]  
(hereinafter called "the tenderer") has submitted its tender dated .....[date of  
submission of tender] for the supply of.....  
[name and/or description of the goods]  
(hereinafter called "the Tender").....  
KNOW ALL PEOPLE by these presents that WE.....  
of..... having our registered office at  
..... (hereinafter called "the Bank"), are bound unto KWS (hereinafter called  
"Kenya Wildlife Service") in the sum of .....  
for which payment well and truly to be made to the said KWS, 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 KWS 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 bond, in accordance with the Instructions to tenderers;

We undertake to pay to KWS up to the above amount upon receipt of its first written demand, without KWS having to substantiate its demand, provided that in its demand KWS 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.

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[Signature of the bank]

*Iv) Declaration Form For Non Corrupt Practices & Non-Debarrement*

Date: .....

To:

DIRECTOR GENERAL  
KENYA WILDLIFE SERVICE  
P. O. BOX 40241-00100  
NAIROBI

The Bidder (name and address).....  
.....  
..... declares the following:

- (a) Has not been debarred from participating in public procurement.
- (b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....  
(Signature) (Date)

Official Stamp:.....

**(To be signed by authorized representative and officially stamped)**

v) **Performance Bond Form**

To: KWS

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 of goods* ] (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 there in 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*]

*vi) Manufacturer's Authorization Form*

To: KWS

WHEREAS .....

*[name of the Manufacturer]*

who are established and reputable manufacturers of.....

*[name and/or description of the goods]*

having factories at.....

*[address of factory]*

do hereby authorize.....

*[name and address of Agent]*

to submit a tender, and subsequently negotiate and sign the Contract with you against tender

No.....

*[reference of the Tender]*

for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

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*[signature for and on behalf of Manufacturer]*

*Note:* This letter of authority should be on the letterhead of the Manufacturer and should be signed by a competent person.

**Vii) Letter of Notification of Award**

Address of Procuring Entity

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To: \_\_\_\_\_

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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.

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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 (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of  
.....dated the...day of .....20.....in the matter of Tender No.....of  
.....20...

**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.

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

- 1.
- 2.

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on  
..... day of .....20.....

SIGNED

Board Secretary

## SECOND SCHEDULE TENDER – SECURING DECLARATION FORM

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission] Tender No. [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchase for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we-
  - (a) Have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) Having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity
    - (i) Fail or refuse to execute the Contract, if required, or
    - (ii) Fail or refuse to furnish the Performance Security, in accordance with the ITT
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
  - (i) Our receipt of a copy of your notification of the name of the successful Bidder; or
  - (ii) Twenty-eight days after the expiration of our Tender
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on ..... day of ..... [insert date of signing]