



**TENDER NO. KWS/OT/LEA/06/2018-2021**

**FRAMEWORK CONTRACT FOR SUPPLY OF FRESH &  
DRY FOODSTUFFS FOR KWS LAW ENFORCEMENT  
ACADEMY - MANYANI**

**CLOSING DATE & TIME:**

**10<sup>th</sup> October 2018, AT 12.00NOON**

**KENYA WILDLIFE SERVICE  
P.O BOX 40241-00100  
NAIROBI.**

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

**TABLE OF CONTENTS:**

1) Invitation for Tender.....	3
2) Instructions to tenders .....	4
Appendix to Instructions to tenders.....	15
3) General conditions of contract .....	16
4) Special conditions of contract .....	21
5) Schedule of requirements and Price Schedules.....	22
6) Technical specifications.....	26
7) Summary Evaluation criteria.....	28
8) Standard Tender form.....	31
Form of Tender ... ..	31
Business confidential questionnaire [form 1 KWS].....	32
Tender security form .....	34
Contract form .....	35
Performance security form .....	36
Manufacturer's Authorization .....	37

## SECTION A. INVITATION FOR TENDERS

Date: **25<sup>th</sup> September, 2018**

Reference: **KWS/OT/LEA/06/2018-2021**

Tender name: **FRAMEWORK CONTRACT FOR SUPPLY OF FRESH & DRY FOODSTUFFS FOR KWS LAW ENFORCEMENT ACADEMY - MANYANI**

The Kenya Wildlife Service intends to purchase fresh and dry foodstuffs. The Service now invites sealed bids from eligible and qualified candidates for **Supply and Delivery of FRESH & DRY FOODSTUFFS FOR KWS LAW ENFORCEMENT ACADEMY** under a Framework Contract for a period of two (2) Years. The foodstuff will be ordered on an "As- when-required basis."

Tender documents containing detailed specifications can download for free at our website; [kws@kws.go.ke](mailto:kws@kws.go.ke). 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.

Bids must remain valid for a period of ninety (90) days from the date of tender opening. There will be a **pre-bid conference** to be held on **2<sup>nd</sup> October 2018 at 10 am at** KWS VET Board Room

Tenders must also be accompanied by a tender security of Kenya Shillings fifty Thousand (**Kshs 50,000**) in the form of a guarantee from a bank or Insurance Company in Kenya.

Candidates must prove that they qualify to participate in public procurement in accordance to regulations 13 of the legal Notice by providing the following mandatory documents or evidence:

- i. Certificate of business registration/Incorporation, copy of certificate to be attached
- ii. Valid Tax compliance Certificates from Kenya Revenue Authority (KRA) copy must be attached
- iii. An auditor' certified abstract of the candidates' accounts for the last three (3) years i.e. 2015, 2016 and 2017 **OR** twelve (12) months bank statements certified by the issuing bank prior to the date of the tender document. *(The copies should be certified by the Bank issuing the statements. The certification should be original)*
- iv. A certified copy of CR12 for limited companies or the equivalent document for partnerships that clearly indicates the ownership must be attached
- v. A declaration that the bidder will not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in procurement proceeding
- vi. Certified copy of valid business permit from respective county
- vii. The tender document must be sequentially paginated, including all attachments.

Prices quoted should be net inclusive of all taxes and delivery. The prices must be expressed in Kenya Shillings and shall remain valid for one hundred and twenty (120) days from the closing date of the tender.

Any clarifications or amendments to the tender will be published in the KWS Website. Tenderers are responsible to check for any amendments before the tender opening date.

Complete Tender documents in plain sealed envelopes clearly marked with the tender name and tender reference number should be addressed **to The Director, Kenya Wildlife Service, and P.O. Box 40241 Nairobi** and deposited in the tender box at the entrance of Main Reception (KWS Headquarters) not later than 12.00 Noon on **10<sup>th</sup> October 2018**. Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at KWS Board Room.

**HEAD OF SUPPLY CHAIN MANAGEMENT**

# Section B. Instructions to Tenderers

## Introduction

### 1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all interested and eligible tenderers 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 in the Schedule of Requirements.
- 1.2 KWS employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in this tender.
- 1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by 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.
- 1.4 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.

## The Tender Document

### 3. Contents

- 3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
  - I. Invitation for Tenders
  - II. Instructions to tenders
  - III. General Conditions of Contract
  - IV. Special Conditions of Contract
  - V. Schedule of Requirements
  - VI. Technical Specifications
  - VII. Tender Form and Price Schedules
  - VIII. Tender Security Form
  - IX. Declaration form
  - X. Manufacturer's Authorization Form
  - XI. Performance Security Form
  - XII. Contract 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 or by e-mail at the address indicated in the Invitation for tenders. KWS will respond in writing to any request for clarification of the tender documents, which it receives no later than 7 (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 been invited to participate in the tender.

#### **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, by internet notification/publication or by email, 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**

6.1 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.

#### **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 12 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 13

#### **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 or unless otherwise specified in the appendix to instruction to tenderers.

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

11.1 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's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.

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.**

12.1 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.

- 12.2 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 offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 12.3 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; and
  - (c) a clause-by-clause commentary on KWS's Technical Specifications demonstrating substantial responsiveness of the goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 12.4 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.
- 12.5 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.

### **13. Tender Security**

- 13.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 13.2 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 13.7
- 13.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of;
- a) A bank guarantee,
  - b) An insurance company guarantee from any of the IRA approved companies, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.
  - c) Guarantee by a deposit taking microfinance institution, Sacco society, the Youth Enterprise Development Fund or the Women Enterprise Fund
- 13.4 Any tender not secured in accordance with paragraph 13.1 and 13.3 will be rejected by KWS as non-responsive, pursuant to paragraph 22.



13.5 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.

13.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance security, pursuant to paragraph 29.

13.7 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 security in accordance with paragraph 29.

#### **14. Validity of Tenders**

14.1 Tenders shall remain valid for 90 days 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.

14.2 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 13 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.

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

15.1 The tenderer shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. 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.

15.3 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**

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

16.1 The tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

16.2 The inner and outer envelopes shall:

(a) Be addressed to KWS at the following address:

**The Director,  
Kenya Wildlife Service,  
P.O BOX 40241,  
Nairobi.**

(b) Bear, **KWS/OT/LEA/06/2018-2021**, the Invitation for tenders (IFT), and the words: "DO NOT OPEN BEFORE **10<sup>th</sup> October 2018 at 12.00 NOON,**"

16.3 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".

16.4 If the outer envelope is not sealed and marked as required by paragraph 16.2, KWS will assume no responsibility for the tender's misplacement or premature opening.

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

17.1 Tenders must be received by KWS at the address specified under paragraph 16.2 not later than **12.00 NOON on 10<sup>th</sup> October 2018**.

17.2 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.

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

18.1 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.

18.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 16. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

18.4 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 13.7.

## **Opening and Evaluation of Tenders**

### **19. Opening of Tenders**

19.1 KWS will open all tenders in the presence of tenderers' representatives who choose to attend, at Kenya Wildlife Service, Boardroom.

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

19.2 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.

19.3 KWS will prepare minutes of the tender opening.

## **20. Clarification of Tenders**

20.1 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.

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

## **21. Preliminary Examination**

21.1 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.

21.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

21.3 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.

21.4 Prior to the detailed evaluation, pursuant to paragraph 22, 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.

21.5 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.

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

22.1 Technical evaluation of tenders

22.1.1 KWS will evaluate and compare the Tenders that have been determined to be substantially responsive in compliance to the Technical requirements set out in the Tender Document.

## **22.2 Financial Evaluation of Tenders**

22.2.1 Upon completion of the preliminary and technical evaluation, KWS shall conduct a Financial Evaluation and comparison as set out in the Summary of Evaluation Process.

22.2.2 Where other currencies are used, KWS will convert those currencies to the same currency using the selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya.

22.2.3 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.

22.2.4 The Tenderer will be promptly notified of the correction of the arithmetical error(s). If the Tenderer does not accept the correction of the error(s), its Tender will stand rejected, and its Tender Security automatically forfeited.

## **23. Contacting Kenya Wildlife Service**

23.1 Subject to paragraph 20, no tenderer shall contact KWS (employees or board members) on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

23.2 Any effort by a tenderer to influence KWS in its decisions on tender evaluation, tender comparison, or contract award will result in the rejection of the Tenderer's tender or proposal.

## **Award of Contract**

### **24. Post-qualification**

24.1 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.

24.2 The determination will take into account the Tenderer's financial, technical, and production 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.

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

## **25. Award Criteria**

25.1 Subject to paragraph 10,24 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.

## **26. Kenya Wildlife Service's Right to Vary quantities**

26.1 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.

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

27.1 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.

## **28. Notification of Award**

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

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

28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 29, KWS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 13.

## **29. Performance Security**

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

29.2 Failure of the successful tenderer to comply with the requirement of paragraph 29 or paragraph 30 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.

## **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 twenty one (21) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KWS.

## **31. Corrupt Fraudulent Practices**

31.1 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.

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

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement, supplement and/or amend the provisions of the Instructions to Tenderers *hereinafter abbreviated as ITT*. Wherever there is a conflict between the provisions of the ITT and the Appendix, the provisions of the Appendix herein shall prevail over those of the ITT.

No.	ITT Reference Clause	Particulars of Appendix
1.	Eligible Tenderers	Open to all interested and eligible tenderers
2.	Clarifications & Amendments to Tender	KWS will publish the tender addendums and clarifications on its website for all open tenders
4.	Documentary evidence of financial capability	The auditor's certified financial statements required are for a period of three year or twelve (12) months bank statements duly certified by the issuing bank
5.	Documents of evidence for eligibility	<ul style="list-style-type: none"> <li>• Copy of Certificate of business registration/Incorporation,</li> <li>• Copy of a valid Tax compliance certificate</li> <li>• A completely filled, signed and stamped Confidential Business Questionnaire in the format provided with relevant documentation.</li> <li>• Certified copy of valid business permit from respective county</li> <li>• Certificate of compliance issued by the competent authority showing that the bidder is compliant to <b>PUBLIC HEALTH ACT CAP 242 and MEAT CONTROL ACT 356</b>( mandatory for supply of beef)</li> </ul>
6.	Sample(s)	<ul style="list-style-type: none"> <li>• well labeled samples (1 piece of each item being quoted for) <b>MUST</b> be dropped before the tender closing time and date at the <b>compo stores KWS HQS-NAIROBI</b></li> </ul>
7.	Manufacturer Authorization Form	<ul style="list-style-type: none"> <li>• That in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacturer or otherwise produce, the tenderer has been duly authorized by the goods manufacturer or producer to supply the goods. The authorization shall strictly be in the form in the Tender document</li> </ul>
7	Prices	<ul style="list-style-type: none"> <li>• Tenderers shall indicate the Unit Prices to be charged for the items within the range of quantities given in the schedule.</li> <li>• No price adjustments are allowed in the contract for a period of one year unless the prices are expected to be volatile after the first year and the contract provides an</li> </ul>

		indexing mechanism, to adjust prices once within the subsequent years of the contract, based on the market price index issued by the PPOA.
8	Post qualification	A due diligence will be conducted by the evaluation committee to ascertain to its satisfaction that the information provided in the tender is valid
9.	Award of Contract	<i>Award shall be to the lowest evaluated bidder per item.</i>



# 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 Framework 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 Framework Contract for the full and proper performance of its contractual obligation in each order.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to KWS under the Framework 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 Equipment 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 is distinct from the nationality of the tenderer.

## 4. Standards

4.1 The equipment 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's 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 the 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 Security**

7.1 Within Fourteen (14) days of receipt of the notification of Contract award, the successful tenderer shall furnish to KWS the performance security in the amount specified in Special Conditions of Contract.

7.2 The proceeds of the performance security 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 security 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, acceptable to KWS, in the form provided in the tender documents.

7.4 The performance security 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 Framework 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.

8.3 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.

13.2 Contract price variations shall not be allowed for contracts that do not exceed one year (12 months) unless the prices are expected to be volatile after the first year and the contract provides an indexing mechanism, to adjust prices once within the subsequent years of the contract, based on the market price index issued by the PPOA.

## **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. Subcontracts**

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 or international forum, and/or international arbitration.

### **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.

### **SCC 1. Delivery and Documents**

The goods shall be delivered within **the negotiated delivery period** after the date of each order.

### **SCC 2. Payment**

One Hundred percent (100%) of the contract price of the materials and goods delivered shall be paid upon the delivery, inspection, testing and acceptance of the same by the Employer's Representative.

### **SCC 3:- Price Variations**

No price adjustments are allowed in the contract for a period of one year. Contract price variations shall not be allowed for contracts that do not exceed one year (12 months) unless the prices are expected to be volatile after the first year and the contract provides an indexing mechanism, to adjust prices once within the subsequent years of the contract, based on the market price index issued by the PPOA. The Tender committee will be required to approve all price changes.

### **SCC 4:- Performance Security**

A performance security of a value of 10% of the quantity of the contract value shall be furnished.

### **SCC 5:- Delivery Point**

There shall be **one (1) delivery point**

Kenya Wildlife Service-LAW ENFORCEMENT ACADEMY (Manyani)

### **SCC 7:- Ordering**

Individual orders clearly describing the goods or services or works to be delivered will be issued within the multi-year framework contract. The full cost or price of the contract will be established when all the orders are placed within the period of the contract. Orders shall be within the specific requirements, issued within the period of performance, and be within the ceiling of the contract.

### **Notes to Bidders;**

- a) Specify mode of payment and cost must be inclusive of delivery to KWS Law Enforcement Academy- Manyani
- b) Submit certificate of compliance issued by the competent authority showing that the bidder is compliant to **PUBLIC HEALTH ACT CAP 242 and MEAT CONTROL ACT 356**( mandatory for supply of fresh foodstuff)
- c) Specify delivery period from the time of issuance of order or Legal Contract.
- d) Submit samples for the dry foodstuff

## SECTION E: - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

### 1. DRY FOOD STUFF

S/N	ITEMS DESCRIPTION	Unity of issue	Quantity Estimates	Unit Prices	Delivery Period
1	Maize Flour	Bale of 12	6,000		
2	Standard Sugar	Bag	4,000		
3	Rice Grade 1	Bag	6,000		
4	Executive Rice	Kg	2,000		
5	Margarine	Carton of 12	2,000		
6	Jam	Carton of 24	2,000		
7	Millet Flour	Bale of 20	2,500		
8	Cooking Fat	Bucket	4,000		
9	Cooking Oil	Carton	2,500		
10	Cooking Oil	Jar	1000		
11	Wheat Flour	Bale of 12	5,000		
12	Chicken Eggs	Tray of 30	20,000		
13	Spaghetti Grade 1	Carton of 20	6,000		
14	Tomato Paste	Carton of 24	2,500		
15	Tomato Sauce	Carton of 24	2,000		
16	Chili Sauce	Carton of 24	1,500		
17	Cling Foil	Roll	900		
18	Aluminum Foil	Roll	900		
19	Steel Wool	Bale	600		
20	Scouring Pad	Carton	600		
21	Squash Juice	Carton of 4	800		
22	Whole Grain Cereal	Packet	900		
23	Fresh Milk	Carton of 12	40,000		
24	Mineral Water	Carton of 24	7,000		
25	Ordinary Drinking Water	Carton of 24	7,000		
26	Pure Fresh Juice	Packet of 1lt	5,000		
27	Paper Serviettes	Packet	2,000		
28	Methylated Spirit	Litres	900		
29	Food Colours	Tub	200		
30	Tomato Ketchup	Carton of 12	50		
31	Mayonnaise	Bottle	100		

### FRESH FOOD SUPPLY (RED AND WHITE MEAT PRODUCTS)

Item no	Item Description	Unit of Issue	Quantity Estimates	Unit Prices	Delivery Period
1	Beef	Kg	150,000		
2	Beef	Kg	900		
3	Beef	Kg	500		
4	Chicken	Kg	100,000		
5	Chicken	Kg	300		
6	Goat Meat	Kg	9,000		
7	Goat	Pc	200		
8	Seafood- Tilapia Fish	Kgs	15,000		

9	Seafood- King Fish	Kgs	500		
10	Seafood- Fish Fillet	Kgs	300		
11	Sausages	Kgs	3,000		

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to supply, .....(*insert goods description*) at the unit cost/price in accordance with the schedule of prices inserted by me/ us above.

Yours Sincerely,

Name of Tenderer \_\_\_\_\_

Signature of duly authorized person signing the Tender\_\_\_\_\_

Name and Designation of duly authorized person signing the Tender\_\_\_\_\_

Stamp or Seal of Tenderer \_\_\_\_\_

**NOTE**

- (i) The Financial Offer must be submitted in the format of the Price Schedule.
- (ii) Prices must be quoted inclusive of all duties, taxes (including VAT) and other charges.

The Price Schedule will constitute the future contractual basis for the pricing of the "specific contracts/order".

## SECTION VI: SUMMARY OF EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages: - The tenders will be evaluated in three stages as follows:-

### A) Stage One: Mandatory Requirements.

Preliminary Evaluation under Paragraph 21 of the ITT, these are mandatory requirements.

- i. Valid Tax compliance Certificates from Kenya Revenue Authority (KRA)
- ii. Certificate of business Registration/ Incorporation in Kenya.
- iii. Valid AGPO Certificate from National Treasury for enterprises under preference and reservation (Youth, Women and PWD Groups).
- iv. Declaration stating that you have NOT been debarred by Public Procurement Regulatory Authority (PPRA).
- v. Signed Declaration statement that you will not be involved in corrupt or fraudulent practices.
- vi. Duly, filled, signed and stamped Confidential Business Questionnaire.
- vii. Presentation of the entire tender document in a logical manner indicating table of content and page numbers and serialization of the entire tender document is a MUST.
- viii. A certified copy of CR12 for limited companies or the equivalent document for partnerships that clearly indicates the ownership
- ix. Certified copy of valid business permit from respective county
- x. Evidence of financing agreement or Credit facility for enterprises owned by the youth, women and people with disabilities or An auditor's certified abstract of the candidates' accounts for the last three (3) years i.e. 2015, 2016 and 2017 OR Twelve (12) Months bank statements certified by the issuing bank prior to the date of the tender document. *(The copies should be certified by the Bank issuing the statements. The certification should be original)*
- xi. An Original bid security of **Ksh 50,000.00**(Fifty Thousand Shillings only) issued in Kenya shillings or a freely convertible currency and in the form of bank guarantee, or an insurance guarantee and valid for a period of 120 days from the date of tender opening
- xii. Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.
- xiii. Record of any legal proceedings between the KWS and the supplier in any contract shall be considered. This shall include any tenderer with unresolved case(s) in any contract

**N/B: ALL THE ABOVE MUST BE MET TO QUALIFY FOR THE 2ND STAGE**



### **B) Stage Two: Technical Evaluation.**

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 21 of ITT. Technical Evaluation under Paragraph 22 of the ITT will include;

- i. Evaluation of the following technical information against Tender Requirements and Specifications
- ii. Checking of Samples for the items quoted marked with unremovable identification tag.
- iii. Evaluation of compliance of submitted samples to KWS SAMPLE and technical specification/requirements.
- iv. Identifying and determining any deviation(s) from the requirements; errors and oversights

### **B) Stage Three: Financial Evaluation**

Financial Evaluation under Paragraph 23 of the ITT

- i. Confirmation of and considering Price Schedule duly completed and signed.
- ii. Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms
- iii. That the Supplier's offered Terms of Payment meets KWS's requirements
- iv. Ascertaining the financial capability through Evidence of financing agreement or Credit facility for the enterprises under the preference group.
- v. Ascertaining the financial capability through the provided audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios to KWS are as follows;
  - a. Current ratios i.e. current assets: current liabilities should meet the threshold of at least 0.5:1
  - b. Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1:0.5
  - c. Turnover in the Last Financial Year i.e. twelve months of at least 50% of the total tender value.
  - d. The Tenderer should have at least 20% of the total tender value in cash assets in the Balance Sheet provided as part of the audited financial statements.

#### **\*NOTES: -**

1. Minimum of 30 days credit period is required after delivery, inspection and acceptance of the goods
2. The Successful Tenderer shall be the one with the lowest evaluated price
3. If there is a tie on the lowest quoted price between two firms, the items shall be equally split amongst the firms

## **SECTION F. TECHNICAL SPECIFICATIONS**

## GENERAL

1. All the **Samples** of the dry foodstuff 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, KWS reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
2. The tenderers are requested to present information along with their offers as follows:
  - i) Shortest possible delivery period of each product.
  - ii) Submit certificate of compliance issued by the competent authority showing that the bidder is compliant to **PUBLIC HEALTH ACT CAP 242 and MEAT CONTROL ACT 356**( mandatory for supply of fresh food stuff)
  - iii) A list of storage, transportation and distribution facility for the supply of meat
  - iv) A proposal or method statement on how the bidder will offer a steady supply of the meat if awarded the tender

S/N	ITEMS DESCRIPTION
1	<b><u>MAIZE FLOUR:</u></b> Sifted maize meal flour packed in 2kg by 12packets in high paper bale
2	<b><u>STANDARD SUGAR:</u></b> White/Brown sugar packed in 50kg bag
3	<b><u>RICE GRADE 1</u></b> High quality white rice packed in 25kg bag – Basmati or its Equivalent
4	<b><u>EXECUTIVE RICE:</u></b> High quality executive white rice packed in 2kg high quality polythene paper – Pishori or its Equivalent
5	<b><u>MARGARINE:</u></b> Packed in 1kg Container
6	<b><u>JAM:</u></b> High quality flavored assorted jam in permitted food colours packed in user friendly tin of 300grams weight in a Carton of 24 tins
7	<b><u>MILLET FLOUR:</u></b> Sifted sour millet flour packed in 1kg by 20packets in a 20 packets bale
8	<b><u>COOKING FAT:</u></b> White cholesterol free cooking fat packed In 17kg high plastic bucket
9	<b><u>COOKING OIL:</u></b> Liquid cooking oil packed in 3litres plastic cans in a 6 pcs carton
10	<b><u>COOKING OIL:</u></b> Liquid Cooking Oil packed in 20 liters plastic jar.
11	<b><u>WHEAT FLOUR:</u></b> Sifted wheat flour packed in 2kg packets in a 12 packets bale
12	<b><u>CHICKEN EGGS:</u></b> Quality Layered chicken eggs packed

	In a high paper or plastic tray of 30pcs
13	<b><u>SPAGHETTI GRADE 1:</u></b> High quality spaghetti packed in medium class polythene packet of 400grams by 20pcs in a high paper carton
14	<b><u>TOMATO PASTE:</u></b> A double concentrated tomato paste packed in a carton of 24 pieces
15	<b><u>TOMATO SAUCE:</u></b> High class tomato sauce packed in a high quality plastic tub of 400gram weight
16	<b><u>CHILI SAUCE:</u></b> High quality chili sauce packed in a high quality plastic tub of 250gram weight
17	<b><u>CLING FOIL:</u></b> High quality glad wrap of 30cm width by 100metres length
18	<b><u>ALLUMINIUM FOIL:</u></b> High quality aluminum foil of 30cm width by 30metres length
19	<b><u>STEEL WOOL:</u></b> High quality Steel wool packed in 180x75gram bale
20	<b><u>SCOURING PAD:</u></b> High quality Scouring pad packed in 12x24gram carton
21	<b><u>SQUASH JUICE:</u></b> A flavored squash juice. Well preserved of either Orange, pineapple, or tropical cordial rich in vitamins B,C, and E packed in high mode plastic bottle of 5litres by 4bottles
22	<b><u>WHOLE GRAIN CEREAL:</u></b> Whole wheat cereals with added vitamins and Iron. Low in fat, Low in sugar and high in fibre packed in high quality packet of 450gram weight
23	<b><u>FRESH MILK:</u></b> Fresh ultra-heat treated milk. Pasteurized and homogenized with minimum butterfat of 3.3/.Packed in a high environmental friendly packet of 500ml by 12 packets
24	<b><u>MINERAL WATER:</u></b> Natural filtered mineral water tested to the required standard and packed an environmental friendly plastic bottle of 500ml in high paper carton of 24 bottles
25	<b><u>ORDINARY DRINKING WATER:</u></b> Natural filtered drinking water tested to the required standard and packed an environmental friendly plastic bottle of 500ml in high paper carton of 24 bottles
26	<b><u>PURE FRESH JUICE:</u></b> Assorted fresh juice with the following Ingredients: fruit ingredients, citric acid, sucrose and vitamin C .Packed in a user friendly paper packet of 1lt
27	<b><u>PAPER SERVIETTES:</u></b> White plain 100x1ply Sheet size 305x305mm Packed in a moderate polythene outer
28	<b><u>METHYLATED SPIRIT:</u></b> High flammable methylated spirit packed in tightly and classic jerry can of 5litre

29	<b><u>FOOD COLOURS:</u></b> Quality food colours of various flavors packed in tight plastic tub of 10gram weight.
30	<b><u>TOMATO KETCHUP:</u></b> Medium concentrated tomato ketchup packed in high paper carton of 12 bottles of 400gram.
31	<b><u>MAYONAISE:</u></b> First class mayonnaise packed in a high mode container of 946ml weight bottle.

### FRESH FOOD SUPPLY (RED AND WHITE MEAT PRODUCTS) SPECIFICATIONS

Item no	Item Description
1	<b><u>BEEF:</u></b> Fresh beef meat on bones(well inspected-with rubber stamp)
2	<b><u>BEEF:</u></b> Fresh beef Steak t(well inspected- with rubber stamp)
3	<b><u>BEEF:</u></b> Fresh beef fillet(well inspected- with rubber stamp)
4	<b><u>CHICKEN:</u></b> Fresh dressed broiler chicken coupon
5	<b><u>CHICKEN:</u></b> Whole live Kienyeji chicken
6	<b><u>GOAT MEAT:</u></b> Fresh goat meat (well inspected – with rubber stamp)
7	<b><u>GOAT :</u></b> Live Goat(Between 30-40Kg)
8	<b><u>SEAFOOD:</u></b> Whole fresh Tilapia Fish...
9	<b><u>SEAFOOD:</u></b> Whole fresh King Fish
10	<b><u>SEAFOOD:</u></b> Fresh Fish Fillets
11	<b><u>SAUSAGES:</u></b> Beef sausages(packed in a high polythene packet of 20 or 22 pcs)

## SECTION G: SUMMARY EVALUATION PROCESS

Evaluation of duly submitted tenders will be conducted along the following three main stages: -

6.1 **Part 1 - Preliminary Evaluation** under Paragraph 21 of the ITT. These are **mandatory** requirements.

6.1.1 This shall include confirmation of the following: -

6.1.1.1 *Submission of Tender Security- Checking its validity, whether it is Original; whether it is issued by a bank and or approved and acceptable insurance company in Kenya; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).*

6.1.1.2 *Submission and considering Tender Form duly completed and signed.*

6.1.1.3 *Submission of Company or Firm's Incorporation/Registration Certificate, Certified copy of valid business permit from respective county, valid tax compliance certificate, duly signed declaration form, audited accounts for the required years or bank statements for the required months,*

6.1.1.4 *That the Tender is valid for the period required.*

6.1.1.5 *Submission and considering the Confidential Business Questionnaire:-*

a) *Is fully filled.*

b) *That the details correspond to the related information in the bid.*

6.1.2 Checking of the following: -

6.1.2.1 *If required in the Tender Document, submission of the following-*

a) *Submit certificate from the ministry of health for supply of fresh foodstuff i.e meat, fish*

b) *Samples marked with a removable identification tag for the dry foodstuff.*

6.1.3 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation under Paragraph 21 of ITT.

6.2 **Part II - Technical Evaluation** under Paragraph 22 of the ITT. It will include the following stages: -

6.2.1 Evaluation of the following technical information against Tender Requirements and Specifications:-

6.2.1.1 A list of storage, transportation and distribution facility for the supply of meat

6.2.1.2 A proposal or method statement on how the bidder will offer a steady supply of the meat if awarded the tender

6.2.2 Detailed Technical Evaluation

- a) *Evaluation of compliance of submitted samples to technical specifications.*
- b) *Identifying and determining any deviation(s) from the requirements; errors and oversights.*

6.3 **Part III – Financial Evaluation** under Paragraph 22 of the ITT.

6.3.1 This will include the following: -

- a) Confirmation of and considering Price Schedule duly completed and signed.
- b) Checking that the Tenderer has quoted prices based on Delivery Duty Paid (DDP) terms,
- c)\* Checking submission of audited financial statements required.

6.3.1.1 Conducting a financial comparison, including conversion of tender currencies into one common currency,

6.3.1.2 Taking into account the cost of any deviation(s) from the tender requirements,

6.3.1.3 Ascertaining the financial capability through Last Financial Year's audited financial statements. The statements will provide details for determining the liquidity and solvency status of the bidders. The applicable and acceptable ratios are as follows;

a) The acceptable ratios to KWS are as follows:-

- (i.) Current ratios i.e. current assets: current liabilities should meet the threshold of at least 0.5:1
  - ii) Solvency ratios i.e. Debt to Assets Ratio. Should meet the threshold of at least 1:0.5
  - iii) Turnover in the Last Financial Year i.e. twelve months of at least 50% of the total tender value.
- b) The Tenderer should have at least 20% of the total tender value in cash assets in the Balance Sheet provided as part of the audited financial statements.

6.3.2 Confirming the following: -

6.3.2.1 That the Supplier's offered Delivery Schedule meets KWS's requirements.

6.3.2.2 That the Supplier's offered Terms of Payment meets KWS's requirements.

**\*NOTES: -**

1. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least twelve(12) months prior to the date of the tender document. The copies should be certified by the Bank issuing the statements. The certification should be original.
2. The Successful Tenderer shall be the one with the lowest evaluated price.

## Section H. Standard Tender Form

### i) Form of Tender

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

To: THE DIRECTOR  
KENYA WILDLIFE SERVICE  
P.O. BOX 40241, NAIROBI

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum 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 Kenya Wildlife Service.

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 FORM**

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

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

**Part 1 – General:**

- 1. Business Name.....
- 2. Location of business premises.....
- 3. Plot No.....Street/Road .....
- 4. Postal Address ..... Tel No. .... Mobile No.....  
E-mail.....
- 5. Nature of Business.....
- 6. Registration Certificate No.....
- 7. Maximum value of business which you can handle at any one time –  
Kshs.....
- 8. Name of your bankers ..... Branch.....

**Part 2 (a) – Sole Proprietors**

Your name in full ..... Age.....  
Nationality ..... Country of origin.....

**Part 2 (b) Partnership**

Given details of partners as follows:

	<b>Name</b>	<b>Shares</b>	<b>Nationality</b>	<b>Citizenship</b>
(a)	.....			
(b)	.....			
(c)	.....			

**Part 2 (c ) – Registered Company**

Private or Public.....

State the nominal and issued capital of company-

\*Nominal in Kshs.....

\*Total Issued in Kshs.....

Given details of all directors as follows



Name                      Shares (%/No.)                      Nationality                      Citizenship

1.....

2.....

3.....

4.....

5.....

Name of duly authorized person to sign for and on behalf of the Tenderer

.....

Designation of the duly authorized person.....

Signature of the duly authorized person.....

**\*If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.**

**\*Attach proof of citizenship for all the Directors**

### iii) Declaration Form for Non Corrupt Practices & Non-Debarment

Date: .....

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

#### LADIES AND GENTLEMEN

The Tenderer i.e. (full name and complete physical and postal address)  
\_\_\_\_\_ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by anybody, institution or person
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/ We are not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing.
- d) That I/We do hereby confirm that all the information given in this tender is accurate, factual and true to the best of our knowledge.
- e) That I/ We are not associated with any other Tenderer participating in this tender.

Yours sincerely,

Name of Tenderer \_\_\_\_\_

Signature of duly authorized person signing the Tender \_\_\_\_\_

Name and Designation of duly authorized person signing the Tender \_\_\_\_\_

Stamp or Seal of Tenderer \_\_\_\_\_

Date \_\_\_\_\_

#### iv) 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/Insurance company"), 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/Insurance company binds itself, its successors, and assigns by these  
presents. Sealed with the Common Seal of the said Bank/Insurance Company  
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 security, 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/insurance company]*

**v) Contract Form**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Kenya Wildlife Service of P.O. Box 40241 NAIROBI, KENYA (hereinafter called "KWS ") of the one part and..... [name of tenderer] of..... [city and country of tenderer] (hereinafter called "the tenderer") of the other part:

WHEREAS KWS invited tenders for certain goods, viz.,..... [brief description of goods ] and has accepted a tender by the tenderer for the supply of those goods in the sum of..... [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_(for KWS)  
Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer)

In the presence of\_\_\_\_\_

## vi) Performance Security Form

To: KENYA WILDLIFE SERVICE

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 therein as security for compliance with the Tenderer's  
performance obligations in accordance with the Contract

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on  
behalf of the tenderer, up to a total  
of.....

[*amount of the guarantee in words and figures*], and we undertake to pay you,  
upon your first written demand declaring the tenderer to be in default under the  
Contract and without cavil or argument, any sum or sums within the limits  
of.....

[*amount of guarantee*] as aforesaid, without your needing to prove or to show  
grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_20\_\_\_\_\_.

Signature and seal of the Guarantors

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[*Name of bank or financial institution*]

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[*Address*]

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[*Date*]

**vii) Manufacturer's Authorization Form**

**To: KENYA WILDLIFE SERVICE**

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.**