



TENDER NO. KWS/OT/USAID /16/2019-2020

**SUPPLY AND DELIVERY OF 4X4 TRUCK WITH 8 TON LIFTING
CRANE**

CLOSING DATE & TIME:

27th April 2020, AT 12.00NOON

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

Website: www.kws.go.ke

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SECTION A. INVITATION TO TENDER

NATIONAL COMPETITIVE TENDER

Date : 7th April, 2020

Reference : KWS/OT/USAID/16/2019-2020

Tender name: **SUPPLY AND DELIVERY OF 4X4 TRUCK WITH 8 TON LIFTING CRANE**

The Kenya wildlife service has received funding from USAID under the Kenya Wildlife Protection and Conservation Program (KWPCP), through the programme KWS intent to procure a 4X4 truck with 8 ton lifting crane. The Service now invites sealed bids from eligible and qualified candidates for **SUPPLY AND DELIVERY OF 4X4 TRUCK WITH 8 TON LIFTING CRANE**

Candidates **MUST** prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents;

- a) Copy of Certificate of Incorporation/Business registration under the companies Act
- b) Copy of a Valid Tax Compliance Certificate from Kenya Revenue Authority as at the tender closing date.
- c) Certified audited accounts for calendar year 2017 and 2018 or current certified bank statement for the last twelve (12) months or Evidence of financing agreement or Credit facility for enterprises
- d) Original Tender Security of **Ksh 300,000**(Three Hundred Thousand Shillings Only) Issued in Kenya Shillings or freely Convertible Currency in the form of bank Guarantee or an insurance Guarantee from PPRA Approved Insurance Company
- e) A Fully Filled, Signed and Stamped Second Schedule – Tender Securing Declaration form in place of tender securities for companies under the YAGPO Program
- f) Certified Current CR 12 (by commission of oath)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
- g) A declaration that the bidder will not engage in any corrupt or fraudulent Practices
- h) A declaration that the bidder is not debarred from participating in procurement proceedings by the Public Procurement Regulatory Authority
- i) Fully filled Confidential Business Questionnaire
- j) All the pages in the tender document including all attachments must be serialized and properly bound. **NO LOOSE DOCUMENT** Shall be accepted. Bidders who fail to comply with this criterion will be disqualified

Prices quoted should be net inclusive of all taxes and delivery. The prices must be expressed in Kenya Shillings and shall remain valid for ninety (90) days from the closing date of the tender

A complete set of tender documents may be obtained by downloading free of charge from KWS website www.kws.go.ke/downloads/tenders.

Communication in regards to the tender must be in writing through email address: 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.

Complete Tender documents in plain sealed envelopes clearly marked with the tender name and tender reference number and deposited in the tender box at the **Entrance of Main Reception (KWS Headquarters)** and addressed to

The Director General
Kenya Wildlife Service
P.O Box 40241-00100
Nairobi

So as to be received on or before **27/04/2020** not later than **12.00 Noon**

All bidders MUST comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed. Tenders will be opened immediately thereafter at the **KWS Veterinary Hall**, in the presence of tenderers' representatives who choose to attend at the KWS Board Room. Late bids will not be accepted regardless of the circumstances.

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
FOR; DIRECTOR GENERAL

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) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization 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 ten (10) 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;
 - (b) 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) 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 12.3(b) 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.

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 bank guarantee, a bank draft issued by a reputable bank located in Kenya or abroad, or 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.
- 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 as 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,

- (b) Bear, **KWS/OT/USAID /16/2019-2020**, the Invitation for tenders (IFT), and the words: **"DO NOT OPEN BEFORE 27th April, 2020 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. 27th April, 2020**

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 not 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	<i>Open to interested and eligible tenderers</i>
2.	Clarifications & Amendments to Tender	<i>KWS will publish the tender addendums on its website for all open tenders</i>
4.	Documentary evidence of financial capability	<i>The auditor's certified financial statements required for a period of two years or twelve (12) months bank statements duly certified by the issuing bank</i>
5.	Documents of evidence for eligibility	<ul style="list-style-type: none"> k) Copy of Certificate of Incorporation/Business registration under the companies Act l) Copy of a Valid Tax Compliance Certificate from Kenya Revenue Authority as at the tender closing date. m) Certified audited accounts for calendar year 2017 and 2018 or current certified bank statement for the last twelve (12) months or Evidence of financing agreement or Credit facility for enterprises n) Original Tender Security of Ksh 300,000(Three Hundred Thousand Shillings Only) Issued in Kenya Shillings or freely Convertible Currency in the form of bank Guarantee or an insurance Guarantee from PPRA Approved Insurance Company o) A Fully Filled, Signed and Stamped Second Schedule – Tender Securing Declaration form in place of tender securities for companies under the YAGPO Program p) Certified Current CR 12 (by commission of oath)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 q) A declaration that the bidder will not

		<p>engage in any corrupt or fraudulent Practices</p> <p>r) A declaration that the bidder is not debarred from participating in procurement proceedings by the Public Procurement Regulatory Authority</p> <p>s) Fully filled Confidential Business Questionnaire</p> <p>t) All the pages in the tender document including all attachments must be serialized and properly bound. NO LOOSE DOCUMENT Shall be accepted.</p> <p>At this stage the tenderers submission will be either be responsive or non-responsive. The non-responsive submission will be eliminated from the entire evaluation and will not be considered further</p>
6	Origin of Eligible goods	<ul style="list-style-type: none"> • <i>All tenderers shall state Country of origin.</i>
7	Manufacturer's Authorization	<ul style="list-style-type: none"> • <i>To be submitted where the bidder is not the manufacturer</i>
8	Tender Security	<ul style="list-style-type: none"> • <i>Tender security Ksh 300,000.00.</i>
9.	Award of Contract	Award shall be to the lowest evaluated bidder

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 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 KWS 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 minimum quantity of the contract value shall be furnished.

SCC 5:- Delivery Point

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

Kenya Wildlife Service

Headquarters, Nairobi

Main Stores

SECTION E: - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE (*must be filled*)

NO	DESCRIPTION AND SPECIFICATIONS	UNIT OF ISSUE	QTY	UNIT PRICE PER ITEM	TOTAL PRICE PER ITEM	UNIT PRICE OF OTHER INCIDENTAL SERVICES PAYABLE	DELIVERY PERIOD
1	4x4 Truck with 8Ton Lifting Crane	1		1			

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.

Name of Tenderer_____

Name and Capacity of authorised person signing the Tender_____

Signature of authorised person signing the Tender_____

Stamp 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.
- (iii) The Price Schedule will constitute the future contractual basis for the pricing of the “specific contracts/order”.

SECTION F. TECHNICAL SPECIFICATIONS

1. These specifications describe the basic requirements for goods .Tenderers are requested to submit with their offers the detailed specifications, manufacturer technical specification brochures, catalogues, etc. For the products they intend to supply.
2. All the dimensions of the goods 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.
3. The tenderers are requested to present information along with their offers as follows:
 - i. Shortest possible delivery period of each product
 - ii. Information on manufacturers including their names and addresses

DETAILED TECHNICAL SPECIFICATIONS

All the goods to be supplied must conform to the following specifications

SUPPLY AND DELIVERY OF 4X4 TRUCK WITH 8TON LIFTING CRANE

Bidders must conform to the following specifications.

a) DESCRIPTION: SPECIFICATION FOR 4X4 TRUCK WITH 8TON LIFTING CRANE

SPECIFICATION	REQUIRED	TENDERERS
a) Make	-	
b) Model	-	
c) Country of origin	-	
d) Manufacturer's literature supplied and to be in the English language	Yes	(Y/N)

1. GENERAL

a) A standard production, 4x4, diesel medium truck of latest design in the class, robust construction in current production.	Yes	(Y/N)
b) Suitable for fitting and operating a lifting crane	Yes	(Y/N)
c) Body sizes, construction and all fitments to conform to current Kenya Traffic Act and to have a certificate from vehicle inspection centre.	Yes	(Y/N)
d) Most suitable for operating on both " on and off " road conditions	Yes	(Y/N)
e) Standard instrument and gauges (warning Lights for	Yes, Yes, Yes	(Y/N)

battery charging, oil pressure, coolant temperature, etc.		
f) Supplied new and painted to KWS brand colours.	Yes	(Y/N)

2. DIMENSIONS AND WEIGHTS

a) 7,400 mm Overall length	Yes	(Y/N)
b) 2,700 mm Overall height (cab)	Yes	(Y/N)
c) 2,400 mm Overall width	Yes	(Y/N)
d) 4,200 mm Wheel base	Yes	(Y/N)
e) 240 mm Ground clearance, min	Yes	(Y/N)
f) 1300 mm Front overhang	Yes	(Y/N)
g) 5300 mm Cab to end of chassis	Yes	(Y/N)
h) 4,500 kg cab chassis mass	Yes	(Y/N)
i) 13,000 Kg min G.V.W,	Yes	(Y/N)
j) 8,000 kg payload	Yes	(Y/N)

Tenderer's signature and official stamp.

Date:

3. ENGINE

a) 4 stroke Diesel Engine	Yes, Yes	Specify
b) Shall have a water cooling system	Yes, Yes	(Y/N)
c) 8000 cc Piston displacement, approx.	Yes	(Y/N)
d) 190Hp/ 2800 rpm Maximum power output / rpm, approx.	Yes	(Y/N)
e) 500Nm/1700 Rpm Maximum torque developed / rpm, approx.	Yes	(Y/N)
f) Disposable Air filter	Yes	(Y/N)
g) Replaceable Oil filter element	Yes	(Y/N)
h) Fuel tank capacity 200lts	Yes	(Y/N)

4. BRAKES AND TYRES

SPECIFICATION	REQUIRED	TENDERER
a) Brakes, Air over hydraulic dual circuit	Yes,	(Y/N)

b) Mechanical parking brake, to act on transmission	Yes	(Y/N)
c) Suspension, front and rear heavy duty leaf springs with telescopic shock absorbers at front.	Yes,	(Y/N)
d) Rear tyres, dual on each side	Yes	(Y/N)
e) Tires specify (mandatory)	Yes	(Y/N)
f) Full size spare tyre with rim and carrier mounted on the truck	Yes	(Y/N)

5. CLUTCH AND TRANSMISSION

a) Clutch shall be dry single plate type	Yes	(Y/N)
Hydraulic, clutch actuation	Yes	(Y/N)
Number of speeds, 5F and one reverse	Yes	(Y/N)
Synchromesh Gearbox.	Yes	(Y/N)
4X4 Drive configuration	Yes	(Y/N)

Tenderer's signature and official stamp.

Date:

****Document\specification***

6. STEERING AND CAB

SPECIFICATION	REQUIRED	TENDERER'S
a) Seat belts fitted	Yes	(Y/N)
b) Power assisted steering	Yes	(Y/N)
c) Right hand drive steering	Yes	(Y/N)

7. ELECTRICAL SYSTEM AND INSTRUMENTS

a) 24V Voltage system	Yes	(Y/N)
b) Negative earth, with alternator charging	Yes	(Y/N)
c) Full lighting to conform to Cap 403, subs 23 Kenya traffic	Yes	(Y/N)
d) Body secured to chassis by U-bolts, diameter 16mm, held in position on wooden blocks.	Yes	(Y/N)
e) Body floor fabricated from minimum 4.0mm thick mild steel plate (full width) reinforced at equal distances with box/channel sections	Yes	(Y/N)
f) Body cross bearers of pre-stressed channel sections, 100x50x4.5mm equidistantly spaced at a maximum of 500mm apart	Yes	(Y/N)
g) Suitable size toolbox to be fitted under body on the right hand side.	Yes	(Y/N)
h) Fixed cargo carrier clear of cab to create suitable space for fitting hydraulic crane machine.	Yes	(Y/N)
i) Suitable size ladder fitted for the body cargo carrier	Yes	(Y/N)
j) Stainless steel 40L drinking water tank	Yes	(Y/N)
k) All body steelwork to be thoroughly cleaned before painting. Both internal and exterior finish to be proceeded by one coat (red oxide) and undercoat to prevent corrosion.	Yes	(Y/N)

8. BODY CONSTRUCTION

a) Low drop side body with 3 No. drop sides' doors, height of drop side 500mm, all drop sides and rear pillars to be removable.	Yes	(Y/N)
b) 4 No, tie down pockets in floor	yes	(Y/N)
c) Body dimensions Minimum 4000mm length x 2500mm wide	Yes,	(Y/N)

Tenderer's signature and official stamp

Date:

**Document\specification*

9. WARRANTY

a) Truck to carry a statement Of warranty	Yes	(Y/N)
b) Warranty minimum - 12 months or 80,000 km Whichever occurs first.	Yes	Months/Km
c) Drivers handbook and warranty booklet to be supplied	Yes	(Y/N)

10 OTHER REQUIREMENTS

a) Body construction and all fittings to conform to current Kenya Traffic Act and have an inspection certificate. From the Vehicle Inspection Center	Yes Mandatory	(Y/N) (Y/N)
b) Test certificate (Factory act Chap 514 for lifting equipment) provided on delivery.	Yes	(Y/N)
c) Vehicle to be registered with the NTSA and in KWS name by the bidder.	Yes, Yes	(Y/N)
d) Hydraulic (Telescopic) jack and manufactures standard tools to be supplied	Yes, Yes	(Y/N)
e) Truck to be fitted with electronic speed governor approved by National Transport and Safety Authority (NTSA)	Yes, Yes	(Y/N)
f) Drawing of the truck with the crane and body installed, complete with stability calculation provided.	Yes , yes	(Y/N)

Tenderer's signature and official stamp

Date:

***Document\specification**

SPECIFICATION FOR 8TON TRUCK MOUNTED KNUCKLE BOOM LIFTING CRANE

1. GENERAL

SPECIFICATION	REQUIRED	TENDERER'S
a) Make
b) Model
c) Country of origin
d) Manufacturer's Authorization for crane	Yes	(Y/N)
e) Manufacturer's literature and information brochure for crane.	Yes	(Y/N)
f) Technical specification sheet fully completed and submitted.	Yes	(Y/N)
g) A standard production, 8.0 Ton lifting capacity truck mounted knuckle boom lifting crane of latest design in the class, robust construction in current production and marketed in Kenya.	Yes	(Y/N)
h) Supplied new	Yes	(Y/N)
i) Crane to be fitted on cab chassis truck supplied	Yes	(Y/N)

2. DIMENSIONS AND WEIGHTS

a) 10m Minimum Hydraulic Outreach	Yes	(Y/N)
b) 240kNm Lifting Capacity	Yes	(Y/N)
c) 42-58 kN Extension cylinder pushing force	Yes	(Y/N)
d) 12.5m Lifting height above installation level. Hydraulic minimum.	Yes	(Y/N)
e) 8000kg outreach –lifting capacity, standard at	Yes	(Y/N)

2.7m-minimum.		
f) 5,700kg outreach –lifting capacity, standard at 4.3m-minimum.	Yes	(Y/N)
g) 2,900kg outreach –lifting capacity, standard at 8.0m-minimum.	Yes	(Y/N)
h) 2,300kg outreach –lifting capacity, standard at 10.2m-minimum.	Yes	(Y/N)
i) Hydraulic oil flow minimum 50-75litre/Min.	Yes	(Y/N)
j) Working pressure, 30MPa Minimum	Yes	(Y/N)
k) Hydraulic tank capacity 150 litres minimum	Yes	(Y/N)
l) Maximum slope viable at full capacity 5 degrees minimum	Yes	(Y/N)
m) Slewing speed 15 degrees/ second minimum	Yes	(Y/N)
n) Gross slewing torque 32kNm min	Yes	(Y/N)
o) 1.0m/s lifting speed at standard hydraulic outreach and recirculation oil flow at min.	Yes	(Y/N)
p) 2300-2400mm Height in folded position	Yes	(Y/N)
q) 2400-2500mm width in folded position	Yes	(Y/N)
r) 1100-1200mm installation space needed	Yes	(Y/N)
s) 410-430 degree standard operating slewing angle.		

WEIGHTS		
a) 2,700-2900Kgs Standard version Crane without support legs.	Yes	(Y/N)
b) 50-65Kgs Frame attachments, anchoring bolts		

	Yes	(Y/N)
c) 375-475Kgs Support leg equipment.	Yes	(Y/N)
d) Power Take Off (PTO).	Yes	(Y/N)
e) High performance Hydraulic pump (270Bars)-min	Yes	(Y/N)
f) Crane will include Load Bearing Valves.	Yes	(Y/N)
g) Crane will include Load Failure Valves	Yes	(Y/N)
h) 8000Kgs Hook Capacity , minimum	Yes	(Y/N)
i) Identical lever sequence from both sides	Yes	(Y/N)

3. OTHER CRANE ACCESSORIES

a) Hydraulic pressure engaging Hour meter with integrated diagnostic system and its accessories fitted.	Yes	(Y/N)
b) Manufacturers authorization for the hour meter	Yes	(Y/N)
c) 10,000kgs crane scale (remote controlled) with 360 degrees rotational hook. The scale to be powered by rechargeable battery with an LED display	Yes	(Y/N)
d) Suitable outrigger pads for the outriggers, 1 pair	Yes	(Y/N)

4. WARRANTY & FREE SERVICE

a) Specimen of crane warranty to be submitted when tendering.	Yes	(Y/N)
b) Crane supplied to carry a statement of warranty.	Yes	(Y/N)
c) Truck mounted crane warranty duration min. 12 Months or 1000hrs whichever occurs first.	Yes	(Y/N)
d) Crane Free Service on Labour & Parts	Yes	(Y/N)

5. MANUALS

a) All literature in the English language	Yes	(Y/N)
b) Maintenance & service manuals supplied	Yes	(Y/N)
c) Parts catalogue supplied	Yes	(Y/N)
d) Operator's handbook supplied	Yes	(Y/N)
e) Service schedule supplied	Yes	(Y/N)
f) Training for operator/maintenance technicians included	Yes	(Y/N)

6. OTHER REQUIREMENTS

a) Manufacturer's authorization supplied when tendering.	Yes	(Y/N)
b) Evidence (in form of purchase documents) of minimum 10 units sold and serviced in Kenya.	Yes	(Y/N)
c) Franchise Holders and dealers who own fully fledged service workshop(s) with adequate facilities for servicing the equipment.	Yes	(Y/N)
d) Body construction and all fitments to conform to Kenya traffic act and to have a certificate from vehicle inspection center.	Yes	(Y/N)
e) Crane to be inspected by KWS Engineer prior to delivery.	Yes	(Y/N)
f) Indicate name and physical addresses of a Dealer/Agents where Genuine Spares and back-up service can be obtained	Yes	(Y/N)

SECTION G: SUMMARY OF 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 all the mandatory requirements including 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.*

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) *Those 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-*

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.

6.1.4 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

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:-

This will include checking of the following: -

a) *Submission of brochures and all related documentation for the items*

6.2.2 Detailed Technical Evaluation

- a) *Evaluation of compliance of submitted brochures against KWS technical specification/requirements.*
- b) *Identifying and determining any deviation(s) from the requirements; errors and oversights.*

6.3 **Part III – Financial Evaluation** under Paragraph 23 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,*

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,*

6.3.2 *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 purposes of evaluation, the exchange rate to be used for currency conversion shall be the mean exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya. (Visit the Central Bank of Kenya website).

The Successful Tenderer shall be the one with the lowest evaluated price

SECTION H. STANDARD TENDER FORM

(i)

Form of Tender

Date: _____

Tender N^o: _____

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

Business Name.....
Location of Business Premises
Plot No, Street/Road
Postal address Tel No. Fax Email.....
Nature of Business
Registration Certificate No.....
Maximum value of business which you can handle at any one time – Kshs.
Name of your bankers.....
Branch

Part 2 (a) – Sole Proprietor

Your name in full.....Age.....
Nationality.....Country of Origin.....
Citizenship details
.....

Part 2 (b) – Partnership

Given details of partners as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Part 2 (c) – Registered Company

Private or Public

State the nominal and issued capital of company

Nominal Kshs.

Issued Kshs.

Given details of all directors as follows

Name	Nationality	Citizenship details	Shares
1.			
2.			
3.			
4.			

Date.....Signature of Candidate.....

*If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or Registration. *Attach proof of citizenship for all the Directors

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/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.

[signature of the bank/insurance company]

iv) SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

Title.....

Signature

(Date)

Bidder Official Stamp

v) SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (Insert name of the Company) who is a Bidder in respect of **Tender No.** for(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and belief.

Title

Signature.....

(Date)

Bidder's Official Stamp

VI) 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 _____

[address]

[date]

VII) 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

[*name of bank or financial institution*]

[*address*]

[*date*]

VIII) 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 goods]
the 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.

[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.

IX) FORM RB 1

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*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary