



**TENDER NO. KWS/OIT/AW/10/2010-2011
FOR SUPPLY OF HELICOPTER**

AUGUST 2010

**CLOSING DATE & TIME:
22ND SEPTEMBER 2010**

**KENYA WILDLIFE SERVICE
P. O. BOX 40241-00100
NAIROBI, KENYA
TEL. NO. 254 020 6000800
Website: www.kws.go.ke**

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Section I. Invitation for Tender

Date: 19th Aug 2010
TENDER NO: KWS/OIT/AW/10/2010-2011
TENDER REFERENCE NAME: SUPPLY AND DELIVERY OF HELICOPTER

Kenya Wildlife Service (KWS) invites bids from eligible local and international suppliers (Helicopter Manufacturers or their Appointed Agents) for supply and delivery of a New Helicopter that meets the following minimum specifications.

- Powered by single turbo shaft engine
- Take-off power of 650SHP minimum
- Endurance of 2.5 hrs minimum.
- Weight to power ratio of 6.5 and above
- Take-off gross weight (sea level) of at least 5000pounds
- Minimum cruise speed of at least 130 knots.
- Passenger seating capacity of six or more.

Interested eligible candidates may obtain further information from and inspect the tender documents at the Procurement Office, KWS Headquarters, Langata Road, P.O BOX 40241, Nairobi. Tel 6000800 Fax: 603792, E-mail –procurement@kws.go.ke, between 9.00 Am to 4.00PM during normal working days. A complete set of tender documents may be obtained by interested candidates upon payment of a non - refundable fee of **Kshs 5,000.00** (Five thousand shillings only) at the Cash office situated at KWS HQS, payable in cash or bankers cheque to the Director- KWS.

Prices quoted should be net of all taxes and delivery, testing and commissioning of the equipment (where applicable), must be in Kenya shillings, USD or a freely convertible currency and they should remain valid for one hundred and twenty days (120) from the closing date of the tender.

All Tenders must be accompanied by **an Original** bid security of an amount equal to 1% of the Total Tender Price from a bank in Kenya or an international bank with operations in Kenya. The bid security should be issued in Kenya shillings or another freely convertible currency and must remain valid for one hundred and fifty (150) days from the closing date of the tender. There will be a **pre-bid conference** to be held on **2nd September 2010 starting at 10 am in KWS HQS, VET Board Room.**

Completed tender documents are to be enclosed in plain sealed envelopes marked with 'TENDER NO. KWS/OIT/AW/10/2010-2011 for SUPPLY AND DELIVERY OF HELICOPTER' be addressed to Director, Kenya Wildlife Service P.O. BOX 40241 Nairobi and be deposited in the Tender Box at the entrance of Simba Court, KWS HQS and so as to be received not later than **12 Noon on 22nd September 2010.**

Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend at KWS Board Room.

Yours faithfully,

Head - Supply Chain Management

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II – INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to helicopter manufacturers or appointed agents by the manufacturer with prove of appointment. Successful tenderers shall complete the supply, install and commissioning of the equipment by the intended completion date specified in the tender documents.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under section 131 of the Act.
- 2.1.3 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 the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the equipment under this Invitation for tenders.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Eligible Equipment

- 2.2.1 All equipment to be supplied and installed under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the equipment(s) are produced. Equipment are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of equipment is distinct from the nationality of the tenderer and shall be treated thus in the evaluation of the tender.

2.3 Cost of Tendering

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

2.3.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.4. Contents of Tender Document

2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to tenderers

- (i) Invitation to Tender
- (ii) Instructions to Tenderers
- (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) Manufacturer's Authorization Form

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to **furnish all information required** by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Tender Documents

2.5.1 A prospective tenderer making inquiries of the tender documents may notify the Procuring entity in writing or by post at the entity's address indicated in the invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 Amendment of Tender Documents

- 2.6.1 At any time prior to the deadline for submission of tender, the procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.6.2 All prospective tenderers that have obtained the tender documents will be notified of the amendment in writing or by post and will be binding on them.
- 2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

- 2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising the Tender

- 2.8.1 The tender prepared by the tenderers shall comprise the following components.
 - (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
 - (b) documentary evidence established in accordance with paragraph 2.12 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 2.13 that the equipment and ancillary services to be supplied by the tenderer are eligible equipment and services and conform to the tender documents; and
 - (d) tender security furnished in accordance with paragraph 2.14
 - (e) Confidential Business Questionnaire

2.9 Tender Form

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

2.10 Tender Prices

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices where applicable and total tender price of the equipment and installation it proposes to supply under the contract.
- 2.10.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the equipment quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (ii) **Charges for Airfreight to Jomo Kenyatta International Airport**, inland transportation, insurance, and other local costs incidental to delivery of the equipment to their **final destination (Wilson Airport, Nairobi Kenya)**; and
 - (iii) installation charges shall also be indicated separately for each equipment
- 2.10.3 Prices quoted by the tender shall remain fixed during the Tender's performance of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22 unless otherwise agreed by the parties.

2.11 Tender Currencies

- 2.11.1 Prices shall be quoted in the following currencies:
- (a) For equipment that the tenderer will supply from outside Kenya, the prices may be quoted in US Dollars or in another freely convertible currency.
 - (b) Cost of installation, testing and commissioning (where applicable) will be in Kenya Shillings.

2.12 Tenderers Eligibility and Qualifications

- 2.12.1 Pursuant to paragraph 2.1. the tenderers 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.
- 2.12.1 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.2 The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction;

- (a) that, in the case of a tenderer offering to supply equipment under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the equipment, Manufacturer or producer to supply the equipment
- (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 Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Equipment Eligibility and Conformity to Tender Document

2.13.1 Pursuant paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all equipment which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the equipment shall consist of statement in the Price Schedule of the country of origin of the equipment and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the equipment to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) **A fully certified Helicopter flight manual with detailed description of the essential technical and performance characteristic of the aircraft**
- b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the equipment for a period of two (2) years, following commencement of the use of the equipment by the Procuring entity; and
- c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the equipment and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the commentary to be furnished pursuant to paragraph 2.13.3(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 the Procurement entity 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 the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount *of 1 % (per cent) of* the total tender price and in the form provided below.

2.14.2 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

- a) The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or Letter of credit, issued by a bank located in Kenya or an International Bank with a Kenyan establishment.

2.14.3 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22

2.14.4 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 the Procuring entity.

2.14.5 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.6 The tender security may be forfeited:

- a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity 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 2.27

- or
- ii) to furnish performance security in accordance with paragraph 2.28
 - c) If the tenderer rejects correction of an arithmetic error in the tender.

2.15 Validity of Tenders

2.15.1 Tenderers shall remain valid for 120 days or as specified in the tender documents after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.20. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity 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 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

2.16.1 The Procuring entity shall prepare three copies (one (1) original and two (2) 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.

2.16.2 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. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, 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.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY 1", "COPY 2." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:
(a) be addressed to the Procuring entity at the address given on the Invitation to Tender.

(b) bear the tender number and name in the Invitation to Tender and the words **“DO NOT OPEN BEFORE 12Noon on 22nd September 2010.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.18 Deadline for Submission of Tenders

2.18.1 Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 not later than **12Noon on 22nd September 2010**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.18.3 Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the Appendix.

2.19 Modification and Withdrawal of Tenders

2.19.1 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 the Procuring entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender

during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 Opening of Tenders

2.20.1 The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **12Noon on 22nd September 2010** and in the following location, **KWS Hqs, VET Board room.**

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

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

2.20.3 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity 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.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination and Responsiveness

2.22.1 Prior to the Technical and Financial evaluation, the Procuring Entity will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one which conforms to the requirements of Preliminary Evaluation. The Procuring Entity's

determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

2.22.2 The Procuring Entity will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the Summary of Evaluation Process as set out in this Tender document

2.22.3 The Procuring entity may waive any minor informality or non-conformity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Technical and Financial Evaluation and Comparison of Tenders

2.23.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22, to determine compliance to the Technical requirements set out in the Tender Document and as per the Technical Evaluation Criteria as prescribed in the Summary of Evaluation Process.

2.23.2 Upon completion of the technical evaluation, the Procuring Entity shall conduct a financial evaluation and comparison as set out in the Summary of Evaluation Process.

2.23.3 Arithmetic 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.

2.23.4 If the Tenderer does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited.

2.23.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.23.6 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement

2.23.7 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.24 Conversion to Single Currency

2.23.1 Where foreign currencies are used, the Procuring Entity will convert those currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.25 Contacting the Procuring Entity

2.25.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.25.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.26 Award of Contract

(a) Post-Qualification

2.26.1 In the absence of pre-qualification, the Procuring entity may 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.

2.26.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.26.3 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 the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) **Award Criteria**

2.26.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive, technically compliant 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.

2.26.5 To qualify for contract awards, the tenderer shall have the following:

- a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.
- b) Legal capacity to enter into a contract for procurement
- c) Shall not be 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) Shall not be debarred from participating in public procurement.

(c) **Procuring Entity's Right to Accept or Reject Any or All Tenders**

2.26.6 The Procuring entity 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 tenderer of the grounds for the procuring entity's action

2.26.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination

2.26.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.26.9 A tenderer who gives false information in the tender document about is qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.27 Notification of Award

- 2.27.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.27.2 The notification of award will signify the formation of the Contract but will have to wait until the contract is finally signed by both parties. Simultaneous other tenderers shall be notified that their tenders have not been successful.
- 2.27.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.29, the Procuring entity will simultaneously inform the other tenderers that their tenders have not been successful

2.28 Signing of Contract

- 2.28.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the procuring entity will simultaneously inform the other tenderers that their tenders have not been successful.
- 2.28.2 Within fourteen (14) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.
- 2.28.3 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29 Performance Security

2.29.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 the Procuring entity.

2.29.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.28 or paragraph 2.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29.3 In the event that the successful Tenderer fails to furnish the Performance Security as required, the contract, if it has been entered into by the Parties, shall stand null and void and the Procuring Entity shall not be liable to any person in any manner howsoever.

2.30 Corrupt or Fraudulent Practices

2.30.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has and will not be involved in corrupt or fraudulent practices.

3.30.2 The Procuring entity 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.

3.30.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public Procurement in Kenya.

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

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

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment to the extent that they are not superceded by provisions of other part of contract.

3.3 Country of Origin

- 3.3.1 For purposes of this clause, "Origin" means the place where the equipment or accessories were produced.
- 3.3.2 The origin of equipment and Services is distinct from the nationality of the tenderer and will be treated thus in the evaluation of the tender.

3.4 Standards

3.4.1 The equipment supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

3.5.1 The Candidate shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person

other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Equipment or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security where applicable in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the procuring entity and shall be in the form of bank guarantee or Letter of credit, issued by a bank located in Kenya or an International Bank with a Kenyan establishment

3.7.4 The performance security will be discharged by the Procuring entity 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

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the Contract

specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

- 3.8.2 The inspections and tests may be conducted ***in the premises of the tenderer or its subcontractors after the equipment has been fully customized.*** All reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.
- 3.8.3 Should any inspected or tested equipment fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.
- 3.8.4 The Procuring entity's right to inspect test and where necessary, reject the equipment after the equipment arrival and installation shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.
- 3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 Packing

- 3.9.1 The tenderer shall provide such packing and packaging of the equipment as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 3.9.2 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 (*Special Condition of contract item 4*)

3.10 Delivery and Documents

- 3.10.1 Delivery of the equipment, documents and installation of the same shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

- 3.11.1 The equipment supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation,

storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for equipment delivered and installation 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.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 5% of the original contract price.

3.13.4 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

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

3.15. Subcontracts

3.15.1 The tenderer shall notify the Procuring entity 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

3.16. Termination for Default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

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

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

3.17. Termination for convenience

3.18. Liquidated Damages

3.18.1 If the tenderer fails to deliver and/or install any or all of the items within the period(s) specified in the contract, the procuring entity 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 items up to a maximum deduction of 10% of the delayed equipment. After this the tenderer may consider termination of the contract.

3.19. Resolution of Disputes

3.19.1 The procuring entity 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

3.19.2 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 that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

3.20. Language and Law

3.20.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise specified in the SCC

3.21. Force Majeure

3.21.1 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.

3.22 Notices

3.22.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party by post or by fax or Email and confirmed in writing to the other party's address specified.

3.22.2 A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1 Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 4.2 Special conditions of contract as relates to the GCC

ITEM NO.	REFERENCE OF GCC	SPECIAL CONDITION OF CONTRACT
1	3.7	Performance security shall be 10% of the tender value and shall be valid for 90 days after shipment incase of foreign tenderers and 30 days after delivery in case of local tenderers.
2	3.12	<p>Payment (Clause 3.12 of General Conditions of Contract)</p> <p>1) Terms of Payment- to be negotiated during the award of contract.</p> <p><i>The procuring entity shall pay promptly as specified in the contract.</i></p> <p><i>The credit period shall be:-</i></p> <p><i>(a). 30 days or more from Delivery & Submission of Invoice/from the date of shipment and submission of shipping documents.</i></p> <p>2. Method of Payment</p> <p>Further to clause 2.10 under Section II, tenderers should provide their prices for the following conditions:-</p> <p>(i) For local Suppliers payment shall be in Kenya Shillings after delivery and submission of the invoice and other relevant documents. Local Suppliers shall be paid on DDP terms</p>

		<p>(ii) For suppliers from outside Kenya payment shall be with: (a) unconfirmed Letter of Credit This mode of payment will apply under the following Conditions:-</p> <p>(i) The Supplier shall be required to meet bank charges incurred by its bank while the Procuring entity meets those incurred by its bank.</p> <p>(ii).Any Extension, Amendment charges that may result from the Supplier's delays or mistakes shall be met by the suppliers.</p> <p>(iii). Should the Supplier require a confirmed Letter of Credit then ALL confirmation charges incurred by the Supplier's bank and Procuring entity's bank shall be to The Supplier's account.</p> <p>(iv). a) Letter of Credit shall be opened for the order within the validity period of the contract. b) Letters of credit shall be for one delivery as per the contract.</p> <p>(v) A copy of the Performance Bond stamped and certified as authentic by Kenya Wildlife Service , whose expiry date should not be less than <i>90 days from the expiry date</i>, will form part of the documents to be presented to the Bank before payment is made.</p>
3	3.8	<p>Inspection and Tests</p> <p>i) The Kenya Wildlife Service will visit the factory for purposes of inspection and test flight. The tenderer shall provide internal transport from the nearest airport to the hotel and to the testing facilities for the Procuring Entities officers.</p> <p>ii) Where the Procuring entity inspects and rejects the Aircraft after its arrival, the Procuring entity shall claim from the supplier for the full cost of the equipment including delivery charges, Administration, Storage and other incidental costs incurred in relation thereof.</p> <p>(iii) Pre - Shipment Verification of Conformity (PVoC)</p> <p>All suppliers of Helicopters/ Aircrafts must</p>

		obtain a Letter of Duty exemption issued by Kenya Civil Aviation Authority . The letter is a mandatory Customs Clearance document in Kenya.
4	3.9	<p>Packing</p> <p>i) The method of packing and package marking shall be specified and attached to the order.</p> <p>ii) The Goods shall be packed in good condition suitable for Air dispatch.</p>
5	3.10	<p>Delivery and Documents</p> <p>a) The Procuring entity desires that the Goods be delivered to Wilson, Nairobi, Kenya in accordance with the schedule of requirements as stipulated in Section VI item 6.9.3 of the tender document.</p>
6	3.11	<p>Insurance</p> <p>The Goods supplied under the Contract shall be fully insured by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery up to the Port of Loading where the goods are being delivered FOB or to the Port of discharge or such other point in Kenya as shall be specified in the Contract where the goods are being delivered CFR.</p> <p>The Supplier shall (except in respect to losses, injuries or damage resulting from any act or neglect of the Procuring entity) indemnify and keep indemnified the Procuring entity against all losses and claims for injuries or damage to any person or property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.</p>
7	3.13	No variations of price will be allowed in the contract
8	3.15	<p>Subcontract</p> <p>In the event that an award is given and the job is sub contracted, the responsibility and onus over</p>

	the contract will still be on the tenderer awarded
9	<p>Warranty</p> <p>Tenderer warrants that the Goods supplied under the Contract are new, unused, of the most recent or current specification and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from manufacture, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods under the conditions obtaining in Kenya.</p> <ol style="list-style-type: none"> 1. This warranty will remain valid for 2 years after the Aircraft, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract 2. The Procuring entity shall promptly notify the Supplier in writing of any claims arising under this warranty. 3. Upon receipt of such a notice, the Supplier shall, with all reasonable speed, replace the defective Components without costs to the Procuring entity. 4. If the Supplier, having been notified, fails to remedy the defect(s) within 15 days period, the Procuring entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring entity may have against the Supplier under the Contract.

SECTION V – TECHNICAL SPECIFICATIONS

A. GENERAL

- 5.1 Technical specifications describe the basic requirements for goods. Technical documentation shall be in English language and with the specific items on offer clearly marked for the products they intend to supply. All the dimensions and capacities of the equipment and materials to be supplied shall not deviate significantly from those required in these specifications.
- 5.2 Deviations from the basic requirements, if any, shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, detailed drawings, certified test reports etc. The procuring entity reserves the right to reject the products if such deviations shall be found critical to the use and operation of the products.
- 5.3 The Tenderer shall submit a clause by clause statement of compliance with the specifications together with copies of the manufacturer's catalogues, brochures, technical data, drawings, test reports and test certificates clearly marked to support each clause for evaluation. The manufacturer's type reference /designation/ model number of each offered item shall be indicated on the price schedule. In submitting the clause by clause statement of compliance, manufacturers should provide cross-references to the documents submitted. The statement of compliance shall be in table form and shall cover in details all clauses of the specification
- 5.4 Copies of certification of the aircraft **by FAA/JARJICAO** must be submitted with the offer for evaluation
- 5.6 Where a tender allows participation of non-manufacturers, a valid manufacturer's letter of authority shall be submitted.
- 5.7 Equipments & Components conforming to any other current international standards, which are equal to or higher but not less rigid than the standards stipulated in the detailed technical specifications, may be offered. When such alternative international standards are used, reference to such standards shall be quoted and English language copies of such standards shall be submitted with the tender documents, clearly highlighting the relevant clauses.
- 5.8 The Manufacturer's Declaration of Conformity to reference standards and copies of quality management certifications akin to valid ISO 9001: 2000 shall be submitted for evaluation
- 5.9 A detailed list of previous customers within Africa for similar items on tender and their contact addresses shall be submitted with the offer for the purpose of reference, or for evaluation

where the technical specification so dictate.

- 5.10 In the case of Tender award, technical details and design drawings for the items to be supplied shall be submitted to the procuring entity for approval before manufacture where applicable.
- 5.11 Prior to the manufacture of the items on order, the procuring entity reserves the right to inspect the manufacturing facility and the quality management system. The manufacturer shall meet the cost of routine inspection while the Kenya Wildlife Service shall meet the cost of air travel to the nearest airport, and accommodation of three persons being one pilot, one engineer, and a procurement person inspecting and witnessing tests. **It is the responsibility of the procuring entity to confirm if this right is to be exercised.** Such visit/inspection shall in no way prejudice the purchaser's rights and privileges.
- 5.12.1 Upon completion of manufacturing process, the procuring entity reserves the right to send one Engineer, one pilot and one procurement official to inspect the items on order at the place of manufacture where inspection and acceptance tests shall be carried out in their presence. Routine and sample tests shall be done in accordance with the test standard given in the Technical Specification of the item(s) on order.
- Routine and Sample Test Reports shall be completed for all the items on order and made available for approval before shipment of the materials. No material or equipment shall be shipped /delivered without written approval from the procuring entity.
- The manufacturer shall meet the cost of routine/sample test while the Kenya wildlife service shall meet the cost of air travel to the nearest airport and accommodation of team inspecting and witnessing tests.
- 5.13 Tenderers are required to provide the following information along with their offers: shortest possible delivery period of each product.
- 5.14 Detailed Technical Specifications for the Helicopter in the Tender appear on Section B of the tender document

B. PARTICULARS

The Helicopter must meet or exceed the Mandatory manufacturers specifications stated under 6.1 and Equipment must also meet the KWS customized requirements listed under 6.2-6.12 below; **(Note: Bidders are required to fill the information under column 3 below)**

KWS SPECIFICATIONS/ DESCRIPTION	QUANTITY	Compliance statement/ Brand/ Country of origin/ Remarks
6.1 New Helicopter with: (a) Light utility single turbine engine helicopter of greater than 5,000Lbs takeoff weight. (b) Minimum of (6) Passengers seating capacity. (c) Minimum cruise speed of 130 knots. (d) Minimum endurance of 2.5 Hours (e) Take-off power of 650SHP minimum (f) Weight to power ratio of 6.5 and above	1	
6.2 Airframe		
a) HIGH SKID with FLIGHT STEPS.	1	
b) AUX FUEL TANK EQUIPMENT IF ANY.	If any	
c) DUAL CONTROL.	1 SET	
d) AFT AUDIO ICS - ALL PAX with (BOSE) HEADSETS	As Provided	
e) GARMIN 530 W.	1	
f) GARMIN 496.	As Provided	
g) TRANSPONDER EQUIPMENT GARMIN 330 MODE C.	1	
h) COMM#2 with VOR NAV.	1	
i) ICS (FS ENGINEERING SELECTOR INCORPORATED).	1	
j) A VIONICS MASTER SWITCH.	1	
k) CHELTON FLIGHT SYSTEMS EFIS TWO PDF & MFD (3D Synthetic Vision with	1 SET	
m) ELT POINTER 4000W/3001 WHIP	1	

KWS SPECIFICATIONS/ DESCRIPTION	QUANTITY	Compliance statement/ Brand/ Country of origin/ Remarks
6.3 Engine		
a) Engine Inlet Barrier Filter Kit /Filter with panel	2	
b) Laptop Notebook PC with serial port for Trouble shooting and maintenance software.	1	
6.4 Equipment		
b) CARGO HOOK EQUIPMENT WITH Load meter	As Provided	
c) External cargo load ability – at least one (1) metric tonne	As stated	
d) ROTOR BRAKE.	1	
e) COCKPIT STORAGE KIT.	1	
f) LITTER PROVISIONS for single litter.	1	
g) RED FOX SAFETY & SURVIVAL KIT Made by F AIRPLA Y COLORADO U.S.A.	2	
6.5 Interior		
a) INTERIOR CORPORATE.	As Stated	
b) SOUND-PROOFING, CORPORATE.	As Stated	
c) ARM REST CORPORATE.	As Stated	
d) CORPORATE SEATS in Maroon LEATHER.	As Stated	
6.6 Paint		
MARKINGS FOR HIGH VISIBILITY M/R BLADES (WHITE & ORANGE).	As Stated	
6.7 Credits		
a) GROUND HANDLING WHEELS.	As Stated	
b) PAINT SCHEME TO BE PROVIDED.	As Stated	
6.7.1 STC's		
Airframe		
a) Both CREW DOOR OPENERS.	2	

b) MAINTENANCE STEP FOLDING LIH.	1	
c) MAINTENANCE STEP FOLDING RIH.	1	
d) MAINTENANCE STEP FIXED LIH.	1	
e) MAINTENANCE STEP FIXED <i>RIH</i> .	1	
f) DOOR PINS FOR ALL DOORS.	4	
g) TIME SAFER RUBBER MOUNT REPLACEMENT Lower chin bubbles.	As Stated	
h) Door openers All doors	5	
i) WIRE CUTTER PROTECTION	2	
j) AIR DEFLECTOR KIT ALL DOORS	4	
0) Interior FLOOR PROTECTOR (CREW AND PASSENGER).	3	
6.8 Support Spares		
a) Tail rotor alignment	As Stated	
b) Tail rotor hangar bearings	7	

6.9 TESTS AND INSPECTION

6.9.1 The Helicopter shall be inspected and tested in accordance with the relevant regulatory and industry standard requirements. It shall be the responsibility of the manufacturer to perform or to have performed all relevant inspections and tests.

6.9.2 The helicopter shall be fully customized by the time it is flight tested in the country of Manufacture.

6.9.3 The tender prices shall include costs of dis-assembly, crating and airfreight to Nairobi Kenya, Re-assembly at Wilson Airport in Nairobi for the Certificate of Airworthiness Test flight.

6.10 MARKING

The helicopter shall be marked legibly and in a permanent manner with the following information

- a) The Manufacturer's Name
- b) The Type/Model Number
- c) The Year of Manufacture
- d) The Serial Number

6.11 TRAINING

Training shall be provided by the Manufacturer with his own aircraft and shall include:

- a) ONE (1) Rotary wing qualified pilot conversion
- b) ONE (1) helicopter Engineer for Maintenance Conversion
- c) Training for one (1) KCAA Airworthiness Surveyor for Certification of the aircraft if it will be a new model to Kenya industry.

6.12 DOCUMENTATION

All the relevant documentation including technical manuals and instructions shall be submitted to Kenya wildlife service during delivery of the helicopter. All documents shall be in English language.

NOTE:

1. Prices quoted should include delivery as required to Wilson Airport in Nairobi.
2. Bidders must submit 3 copies of tenders.
3. Only Main Offers shall be considered, as alternative offers are not acceptable.
4. Prices to be entered alongside the itemized schedule of requirements.

SECTION VI - SCHEDULE OF REQUIREMENTS

Detailed Requirements for the Customized Equipment required

DESCRIPTION	QUANTITY
6.1 New Helicopter	1
6.2 Airframe	
a) HIGH SKID with FLIGHT STEPS.	1
b) AUX FUEL TANK EQUIPMENT IF ANY.	If any
c) DUAL CONTROL.	1 SET
d) AFT AUDIO ICS - ALL PAX with (BOSE) HEADSETS	As Provided
e) GARMIN 530 W.	1
f) GARMIN 496.	As Provided
g) TRANSPONDER EQUIPMENT GARMIN 330 MODE C.	1
h) COMM#2 with VOR NAV.	1
i) ICS SELECTOR (FS ENGINEERING INCORPORATED).	1
j) A VIONICS MASTER SWITCH.	1
k) CHELTON FLIGHT SYSTEMS EFIS TWO PDF & MFD (3D Synthetic Vision with TAWS).	1 SET
m) ELT POINTER 4000W/3001 WHIP ANTENNAE.	1

DESCRIPTION	QUANTITY
6.3 Engine	
a) Engine Inlet Barrier Filter Kit /Filter with panel	2
b) Laptop Notebook PC with serial port for Engine Trouble shooting and maintenance software.	1
6.4 Equipment	
b) CARGO HOOK EQUIPMENT WITH Load meter	As Provided
c) ROTOR BRAKE.	1
e) COCKPIT STORAGE KIT.	1
f) LITTER PROVISIONS for single litter.	1
k) RED FOX SAFETY & SURVIVAL KIT Made by F AIRPLA Y COLORADO U.S.A.	2
6.5 Interior	
a) INTERIOR CORPORATE.	As Stated
b) SOUND-PROOFING, CORPORATE.	As Stated
c) ARM REST CORPORATE.	As Stated
d) CORPORATE SEATS in Maroon LEATHER.	As Stated
6.6 Paint	
MARKINGS FOR HIGH VISIBILITY <i>M/R</i> BLADES (WHITE & ORANGE).	As Stated
6.7 Credits	
a) GROUND HANDLING WHEELS.	As Stated
b) PAINT SCHEME TO BE PROVIDED.	As Stated
6.7.1 STC's	
Airframe	
a) Both CREW DOOR OPENERS.	2
b) MAINTENANCE STEP FOLDING LIH.	1
c) MAINTENANCE STEP FOLDING RIH.	1
d) MAINTENANCE STEP FIXED LIH.	1
e) MAINTENANCE STEP FIXED <i>RIH</i> .	1
f) DOOR PINS FOR ALL DOORS.	4
g) TIME SAFER RUBBER MOUNT REPLACEMENT Lower chin bubbles.	As Stated
h) Door openers All doors	5

i) WIRE CUTTER PROTECTION SYSTEM.	2
j) AIR DEFLECTOR KIT ALL DOORS	4
0) Interior FLOOR PROTECTOR (CREW AND PASSENGER).	3
6.8 Support Spares	
a) Tail rotor alignment	As Stated
b) Tail rotor hangar bearings	7

SECTION VI PRICE SCHEDULE FOR EQUIPMENT

Name of tenderer..... Tender Number.....

Page... of.....

Please fill in the prices in the table below.

No.	ITEM DESCRIPTION	QUANTITY	FACTORY PRICE	INSTALLATION COST	TOTAL COST
6.1	Factory Price of Helicopter	1		N/A	
6.2	Airframe				
	HIGH SKID with FLIGHT STEPS.	1			
	AUX FUEL TANK EQUIPMENT IF ANY	If any			
	DUAL CONTROL.	1 SET			
	AFT AUDIO ICS - ALL PAX with (BOSE) HEADSETS	As Provided			
	GARMIN 530 W.	1			
	GARMIN 496	As Provided			
	TRANSPONDER EQUIPMENT GARMIN 330 MODE C.	1			
	COMM#2 with VOR NA V	1			
	ICS SELECTOR (FS ENGINEERING INCORPORATED).	1			
	AVIONICS MASTER SWITCH	1			
	CHELTON FLIGHT SYSTEMS EFIS TWO PDF & MFD (3D Synthetic Vision with TAWS).	1 SET			
	Aertex ELT C406 -1HM				
	Totals of 6.2				
6.3	Engine				
	Engine Inlet Barrier Filter Kit/Filter with panel	2			

No.	ITEM DESCRIPTION	QUANTITY	FACTORY PRICE	INSTALLATION COST	TOTAL COST
	Laptop Notebook PC with serial port with Engine trouble shooting and Maintenance software	1		N/A	
	Subtotal of 6.3				
6.4	Equipment				
	CARGO HOOK EQUIPMENT WITH TWO CARGO HOOKS				
	ROTOR BRAKE.	1			
	COCKPIT STORAGE KIT.	1			
	LITTER PROVISIONS for single litter.	1			
	RED FOX SAFETY & SURVIVAL KIT Made by F AIRPLAY COLORADO U.S.A.	2		N/A	
	Totals of 6.4				
6.5	Interior				
	INTERIOR CORPORATE.	As Stated			
	SOUND-PROOFING, CORPORATE.	As Stated			
	ARM REST CORPORATE.	As Stated			
	CORPORATE SEATS in Maroon LEATHER.	As Stated			
	Totals of 6.5				
6.6	Paint				

No.	ITEM DESCRIPTION	QUANTITY	FACTORY PRICE	INSTALLATION COST	TOTAL COST
	MARKINGS FOR HIGH VISIBILITY M/R BLADES (WHITE & ORANGE).	As Stated			
	Totals of 6.6				
6.7	Credits				
	a) GROUND HANDLING WHEELS.	As Stated		N/A	
	b) PAINT SCHEME TO BE PROVIDED	As Stated			
	Totals of 6.7				

No.	ITEM DESCRIPTION	QUANTIT Y	FACTORY PRICE	INSTALLATION COST	TOTAL COST
6.8	STC's				
	Airframe				
	DOOR OPENERS.	5			
	MAINTENANCE STEP FOLDING LIH.	1			
	MAINTENANCE STEP FOLDING <i>RIH.</i>	1			
	MAINTENANCE STEP FIXED LIH.	1			
	MAINTENANCE STEP FIXED <i>RIH</i>	1			
	SLINDING DOOR LIH	1			
	SLIDING DOOR <i>RIH</i>	1			
	DOOR PINS.	4		N/A	
	CARGO COMPARTMENT DOOR ON THE RIGHT (PILOT'S) SIDE	As Stated			
	TIME SAFER RUBBER MOUNT Lower Chin Bubbles	As Stated			
	WIRE CUTTER PROTECTION SYSTEM.	2			
	AIR DEFLECTOR KIT ALL DOORS	4			
	Interior FLOOR PROTECTOR (CREW AND PASSENGER).	3		N/A	
	Totals of 6.8				
6.9	Support Spares				
	Tail rotor hangar bearings	7		N/A	
	Totals of 6.9				

SUMMARY OF COSTS

1	2	3	4	5	6
Code	Description	Quantity	Country of origin	Notes to 6	Cost
A	Factory Price of Helicopter	1		Quoted Factory	
B	Customization one helicopter	1		Totals of: (6.2+6.3+6.4+6.5+6.6+6.7.1 +6.8+6.9)	
C	Dis-assembly, Crating & to Kenya. Assembly & test flight for C of A	1		As given in the	
Totals of A + B + C = Tenderer's Quotation					

NOTE:

Tenderers should enter the price of each item, as tabulated in Section VI subsection 6.2 to 6.9

TERMS OF PAYMENT:

Minimum credit Period: - 30 Days or more from Delivery & Submission of Invoice/from the Date of shipment and submission of shipping documents.

OFFERED CREDIT PERIOD.....

Note: 1. Estimated sea freight charges per item MUST be quoted separately. In case of discrepancy between unit price and total, the unit price shall prevail.

2. Kenya Wildlife service reserves the right to consider the factory visit.

Signature of tenderer.....

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION VII- STANDARD FORMS

Notes on the Standard Forms:

7.1 Form of Tender

This form must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representative of the tenderer.

7.2 Tender Security Form

When required by the tender document the tenderer shall provide the tender security either in the form included therein after or in another format acceptable to the procuring entity.

7.3 Contract Form

The Contract form shall not be completed by the tenderer at the time of submitting the tenderer at the time of submitting the tender. The contract form shall be completed after contract award.

7.4 Performance Security form

The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the sum provided herein or in another form acceptable to the procuring entity.

7.5 Manufacturer's Authorization Form

When required by the tender document, this form must be completed and submitted with the tender document. This form will be completed by the manufacturer of the equipment where the tender is an agent.

7.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* 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 install and commission the equipment 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 of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

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

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

7.2 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, installation and commissioning of [*name and/or description of the equipment*]
(hereinafter called "the Tender") KNOW ALL PEOPLE by these presents that WE of having our registered office at (hereinafter called "the Bank"), are bound unto [*name of Procuring entity*] (hereinafter called "the Procuring entity") in the sum of for which payment well and truly to be made to the said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are:-

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity 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 the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity 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 tender 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]
(Amend accordingly if provided by Insurance Company)

7.3 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____
between [*name of Procurement entity*] of [*country of Procurement entity*]
(hereinafter called “the Procuring entity”) of the one part and
..... [*name of tenderer*] of [*city and country of tenderer*]
(hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for [certain equipment] and has accepted a tender by the tenderer for the supply of those equipment 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 Procuring entity’s Notification of Award
3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the equipment and to remedy the defects therein in conformity in all respects with the provisions of this Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the equipment 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 the Procuring entity)

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____)

7.4 PERFORMANCE SECURITY FORM

To
[name of Procuring entity]

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 equipment]* (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 figure]* 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 you 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 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

(Amend accordingly if provided by Insurance Company)

7.5 MANUFACTURER’S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the equipment]* 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 equipment manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the equipment 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 an authorized person.

7.6 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

SECTION VIII SUMMARY OF EVALUATION PROCESS

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

8.1. PRELIMINARY EVALUATION UNDER CLAUSE 2.22

This shall include confirmation of the following: -

- a) Submission of Tender Security- Checking its validity, authenticity, whether it is issued by a local bank in Kenya, whether it is strictly in the format required in accordance with the sample Tender Security Form and examine its sufficiency.*
- b) Submission of Confidential Business Questionnaire fully filled.*
- c) Submission of Tender Form duly completed and signed.*
- d) That the Tender is valid for the period required.*
- e) Submission of the required number of sets (original and two copies) of Tender.*
- f) Submission of catalogues and or brochures*

Tenders will proceed to technical evaluation stage only if they comply with part 1 above, Preliminary Evaluation under Clause 2.22.

8.2. TECHNICAL EVALUATION

8.2.1 Verification of the following technical information:

- (i) Copies of FAA / JAR certification of the aircraft model. (Kenya Wildlife Service reserves the right to authenticate validity of these documents. Tenderers are required to provide contact details of the certifying body).*
- (ii) Confirmation of ability to supply ALL the items as per the customization list*
- (iii) Certified Helicopter Flight Manual with all Technical Data.*
- (iv) List and contact of previously supplied customers*

8.2.2 Detailed Technical Evaluation

This shall include;

- 1) *Evaluation to establish full compliance to Technical specifications including the Guaranteed Technical Particulars and Statement of Compliance to Technical Specifications.*
- 2) *Identifying and determining any deviation(s) from the requirements*
- 3) *Tenders will proceed to the financial evaluation only if they comply with Preliminary and Technical stages.*

8.3. FINANCIAL EVALUATION OF TECHNICALLY QUALIFIED BIDDERS

8.3.1 This will include the following:-

*Conducting a financial comparison using the *Financial Comparison Criteria set out below including conversion of tender currencies into one common currency,*

Correction of arithmetical errors,

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

Ascertaining the financial capability through Last Financial Year's audited financial statements

8.3.2 Considering -

(a) the Supplier's offered Delivery Schedule.

(b) the Supplier's offered Terms of Payment

Note

The Exchange Rate to be used for currency conversion shall be selling exchange rate ruling on the date of tender closing provided by the Central Bank of Kenya

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

Financial comparison criteria for Foreign (Overseas) and Local

offers

This is the comparison Criteria to be used to compare tenders from local and overseas suppliers.

- a. Unit cost = Free on Board (FOB).
- b. Freight charges as stated on the tender.
- c. Addition of (a) + (b) = Cost, and Freight (CFR).
- d. Insurance charges = 0.5% of Cost and Freight.
- e. (c) + (d) = Cost, Insurance and Freight (CIF).
- f. Import Declaration Form (IDF) charges = 2.75% of Cost and Freight.
- g. Letter of Credit Bank charges = 0.15% per quarter of Cost and Freight.
- h. Bank charges = 0.2% of Cost & Freight.
- I. Processing of KCAA letter of exemption is US\$ 835.
- J. Duty payable on aircrafts is 0 % of CIF.
- k. Port handling and Transport charges are estimated at 5% of Cost and Freight
- l. The sum of all these cost components (e+f+g+h+i+j) gives the Landed Cost of the item less VAT (Value Added Tax)
- m. **Preference:** Refer to Section II, Instruction to Tenderers Clause 2.25
- n. The sum of all these cost components **SUM OF K + L** gives the delivered Cost of the item less V A T (Value Added Tax)
- o. Storage costs / Demurrage costs is 6% per quarter of (K). This charge is to be applied to suppliers who will not be able to meet our monthly deliveries (or deliver as and when required).
- p. Exchange Rate to be used for currency conversion shall be the Central Bank of Kenya selling rate ruling on the Tender closing date.

SECTION IX: TENDER SUBMISSION SCHEDULE

Tender submissions shall be arranged, numbered and bound in three lots as **ORIGINAL** and **COPY 1** and **COPY 2**, as follows:

Document Section	Item	Comments
1	Tender Security - Bank guarantee, Bankers cheque.	
2	Tender Form and Price Schedule	
3	Confidential Business Questionnaire	
4	Copy of Trade license	
5	Copy of company Registration Certificates	
6	Copy of PIN, Copy of VAT Certificate (where applicable)	
7	List of Previous customers Supplied	
8	Appendix A of technical Specifications (where applicable)	
9	Product quality certificates	
10	Catalogues/Brochures/operation Manuals process flow Chart	
11	Comments and deviations if any	
12	Type Test reports & certificates	
13	Manufacturers Warranty	