

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

PROVISION OF CADASTRAL SURVEYING SERVICES FOR:  
KISITE MPUNGUTI MARINE NATIONAL PARK &  
RESERVE

**TENDER NO : KWS/HQS/CS/108/2009-2010**

**CLOSING DATE & TIME: 9<sup>TH</sup> APRIL 2010**

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# Section I. Invitation for Tender

Date.....

**TENDER NO: KWS/HQS/CS/108/2009-2010**

**TENDER REFERENCE NAME: PROVISION OF CADASTRAL SURVEY SERVICES ON KISITE MPUNGUTI MARINE NATIONAL PARK**

Kenya Wildlife Service wishes to engage the services of consultants to carry out cadastral surveys.

The Kenya Wildlife Service invites sealed bids from eligible bidders for the Cadastral Surveying of Kisite Mpunguti Marine National Park & Reserve as described in the Terms of Reference (TOR).

The works to be executed in this contract comprise of the following:

	<b>PACKAGE</b>	<b>ESTIMATED SIZE (SQ.KM)</b>
1.	Kisite Mpunguti Marine National Park & Reserve	39

Interested bidders may obtain further information from and inspect the tender documents at the Procurement Office, KWS Headquarters, Langata Road, P.O BOX 40241, Nairobi. Tel. 600800 Fax: 603792 during normal working hours 8.00am to 4.00pm.

Bidding documents may be obtained upon payment of a non-refundable fee of **Ksh 3,000.00** at the Cash office situated at KWS HQS, payable in cash or bankers cheque to the Director- KWS.

Completed tender documents are to be enclosed in plain sealed envelopes marked with '**Tender reference number and name**' and be deposited in the Tender Box at the entrance of Simba Court, KWS HQS and be addressed to Director, Kenya Wildlife Service P.O. BOX 40241 Nairobi so as to be received on or before **9<sup>TH</sup> APRIL 2010 at 12 Noon**.

Prices quoted should be net inclusive of all taxes and shall remain valid for (90) ninety days from the closing date of the tender.

All Tenders must be accompanied by **an Original** bid security in the amount of **Ksh 50,000.00** (Fifty Thousands shillings) issued in Kenya shillings or a freely convertible currency.

There will be a **pre-bid conference** to be held on **19<sup>th</sup> March 2010 at** KWS Board Room.

Candidates must prove that they qualify to participate in public procurement in accordance to public procurement Act and Regulations by providing the following documents or evidence.

- Certificate of business registration or certificate of incorporation.
- A declaration or certificate that the candidates have fulfilled the obligation to pay taxes (Tax Compliance) valid for the period of tender.
- Candidates' Audited accounts for the year 2007 and 2008.
- Candidates' registration as an authorized surveyor.

The 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, in the presence of tenderers' representatives who choose to attend at KWS Board Room.

Yours faithfully,

**Head- Supply Chain Management**

## SECTION II – INSTRUCTIONS TO BIDDERS

### General Instructions

- 1. Scope of Bid**
  - 1.1** KWS seeks well-presented bids with references and evidence of competence, in provision of cadastral surveying of Kisite Mpunguti National Park & Reserve. We need creditability, a track record, references and capacity to perform.
  - 1.2** Bidders are advised to provide responses that are concise and carefully thought out to enable the KWS provision of Cadastral Surveying Evaluation Committee consider their bids fairly and unambiguously. Pages to be clearly numbered.
- 2. Results**
  - 2.1** Applicants will be notified of the results of their proposal as soon as the tender process is completed. All decisions made by the KWS Tender committee will be final and canvassing will result in immediate and automatic disqualification
- 3. Eligibility of Bidders**
  - 3.1** This Invitation is to prospective firms for Provision of Cadastral Surveying of Kisite Mpunguti Marine National Park & Reserve – Coast Province.
  - 3.2** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices
  - 3.3** Bidders shall be required to provide the following information establishing their eligibility:
    - a) Proof and reference of experience in similar work – at least 3 works of similar scale within the last five years
    - b) CVS of the Bidders top/senior personnel
    - c) Proof of availability of adequate equipment for provision of the contracted service
    - d) Proof of ability to provide transport, equipment and welfare for staff to undertake the service.
    - e) Proof of sound financial standing; Provide name of bankers, insurers and audited statements of accounts for the last three years, which must have auditors report.
    - f) Relevant licenses – VAT certificates, Tax Compliance, Certificates of incorporation, Surveyors license as well as physical address.

**(Note that the above should be in the technical proposal document)**

- 4. Partnerships  
Joint ventures**
- 4.0** Bids submitted by joint ventures of two or more partners shall comply with the following regulations:
- a) Abide by provisions of paragraph 3.3 above
  - b) Shall be legally binding on both or all partners
  - c) Shall include a copy of a statement of agreement for joint venture entered into by the partners defining and establishing the responsibilities, obligations and liability of each partner.
  - d) One partner shall be nominated as being in charge and shall receive instructions and incur liabilities on behalf of any and all the partners. The partner in charge shall execute the entire contract including making and receiving payments for the contract.
- 5. Cost of  
Bidding**
- 5.1** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Kenya Wildlife Service, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bids evaluation process
- 6. Site visit**
- 6.1** The bidder shall bear all the cost of the site visit.
- 6.2** Bidders are advised to make site visit to inspect and examine the contract's site at its own responsibility in order to obtain information necessary for preparation of the bid
- 6.3** The Bidder shall organise site visits and inform KWS two weeks in advance before the visit. A representative of KWS shall be available to conduct the prospective contractors through the site only on dates and times agreed.
- 6.4** Each tenders shall on their site visit contact the Park Manager
- 7. Clarification of  
Documents**
- 7.1** A prospective bidder requiring any clarification of the bid documents may notify the Kenya Wildlife Service in writing or by cable – (email and facsimile) at the entity's address indicated in the Invitation for bids. The Kenya Wildlife Service will respond in writing to any request for clarification of the bid documents, which it receives within four teen (14) days of the deadline for submission of bids, prescribed by the Kenya Wildlife Service. Written copies of the bidding entity's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders

that have received the bid documents.

- 8. Amendment of Documents**
- 8.1** At any time prior to the deadline for submission of the bids, Kenya Wildlife Service, for any reason, whether at its own initiative or in response to a clarification requested by a prospective developer may modify the bid documents by amendment
- 8.1** All prospective candidates that have received the bid documents will be notified of the amendment in writing or by cable, and will be binding on them.
- 8.2** In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Kenya Wildlife Service, at its discretion, may extend the deadline for the submission of completed bids.
- 9. Language of bidding**
- 9.1** The bid prepared by the prospective developer, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Kenya Wildlife Service, shall be written in English language, provided that any printed literature furnished by the bidder 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 bid, the English translation shall govern.
- 10. Bid Currencies**
- 10.1** Prices, rates referred to in the bid shall be quoted in Kenya Shillings.
- 11. Bid Prices**
- 11.1** The unit prices quoted must remain valid for the whole contract period. Bidders are required to take into account all government taxes and duties. KWS will not consider any variations after submission of the bids and during the term of the contract.
- 12. Bid validity**
- 12.1** Bids will be valid for 90 days after the date of submission.
- 12.2** KWS may request a bidder to extend the period of validity of the bid. This request and response from the bidder shall be made in writing or by cable. The bidder may refuse to grant the request without forfeiting its bid security
- 12.3** The Bidder granting this request may not be required or permitted to modify the bid but will be required to extend the validity of the Bid Security for the period of extension.
- 13. Bid Security**
- 13.1** The Bidder shall furnish KWS as part of the Bid, a **Bid Security of Kshs 50,000/** - (fifty thousand shillings only) from a reputable commercial bank OR Insurance company located in the Republic of Kenya. The Tender Security will be submitted in the format and manner attached to the tender document as a bank guarantee or paid in cash to the

Kenya Wildlife Service. The Bid Security must be valid for 30days beyond the validity of the bid.

- 13.2** Any bid not accompanied by the tender security shall be rejected and treated as Non-responsive. The Bid security of a joint venture must list all partners in the Manner following “ a joint venture”.
- 13.3** Bid Security of unsuccessful bidder will be returned at the time of notifying bidders of the outcome of the bid.
- 13.4** Bid security of successful bidder will be discharged when the contractor signs the agreement and furnishes KWS with the performance Security (10% of contract price)
- 13.5** Bid security may be forfeited if:  
The bidder withdraws the bid after opening during the period of its validity.  
The Bidder does not accept correction of the bid price pursuant to paragraph (10.1)  
In the case of a successful bidder, if it fails within the time limit to Sign the contract and Furnish required performance guarantee.

**14. Format and Signing of Tender**

- 14.1** The original and all copies of the completed bid and proposals shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The person or persons signing the bid shall initial all pages of the returned bid documents, except for unlamented printed literature.
- 14.2** The bids shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the bid

**15. Submission of Bids**

- 15.1** The bidder shall submit one original and two (2) copies of the technical proposal and one original and one (1) copy of the financial proposal. Each proposal must be in separate envelope indicating original or copy, as appropriate. All technical proposals are placed in an envelope clearly marked “**Technical Proposals**” and the financial proposals in one marked “**Financial Proposals**” as appropriate with the name and address of the bidder indicated on the envelopes to enable the bids to be returned unopened in case the bidder is not successful in the technical evaluation
- 15.2** These two envelopes, in turn, will be sealed in an outer envelope bearing the **Tender reference number and name** and must be clearly

marked: **DO NOT OPEN, EXCEPT IN PRESENCE OF THE TENDER OPENING COMMITTEE.** In the event of any discrepancy between the copies of the proposals, the original must govern. The original and each copy of the technical and financial proposals must be prepared in indelible ink and must be signed by authorized consultants' representative. The person or persons signing the proposal **MUST** initiate all pages of the technical proposal.

The inner envelopes must be sealed and properly marked "**Technical and Financial Proposal -**

- 15.3** If the outer and inner envelopes are not sealed and marked as required by sub clause 15.1 and 15.2, the Kenya Wildlife Service will assume no responsibility for the tender's misplacement or premature opening.

***In the event of any discrepancy between the copies of the proposals, the original must govern.***

**16. Deadline for Submission of Bids**

- 16.1** Bids must be received by the Kenya Wildlife Service at the address specified in the invitation to tender (ITT) **not later than, 12.00 noon, on 9<sup>TH</sup> APRIL 2010.**
- 16.2** The Kenya Wildlife Service may, at its discretion, extend this deadline for the submission of bids by amending the bid documents in accordance with clause 7, in which case all rights and obligations of the Kenya Wildlife Service and candidates previously subject to the deadline will thereafter be subject to the deadline as extended

**17. Modification and Withdrawal of bids**

- 17.1** The bidder may modify or withdraw its bid after submission, provided that written notice of the modification, including substitution or withdrawal of the bid is received by the Kenya Wildlife Service prior to the deadline prescribed for submission of bids.
- 17.2** The bid modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause 7. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 17.3** No bids may be modified after the deadline for submission of bids.

**18. Opening and Evaluation of bids**

- 18.1** Kenya Wildlife Service will open all bids in the presence of bidders' representatives who choose to attend, at Kenya Wildlife Service, Headquarters Langata
- 18.2** The bidders' representatives who are present shall sign a register evidencing their attendance

**18.3** The bidders' names, Bid prices, tender modifications or withdrawals and such other details as the Kenya Wildlife Service, at its discretion, may consider appropriate, will be announced at the opening

**18.4** Kenya Wildlife Service will prepare minutes of the tender opening.

**19. Clarification of Tenders**

**19.1** To assist in the examination, evaluation and comparison of bids the Kenya Wildlife Service may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the prices or substance of the bids shall be sought, offered, or permitted.

**19.2** Any effort by the bidder to influence the Evaluation Committee of Kenya Wildlife Service's bid evaluation or contract award decisions may result in the rejection of the bidders' proposal

**19.3** Subject to clause 12.1, no bidder shall contact the Kenya Wildlife Service on any matter relating to its bid, from the time of the bids opening to the time of the award of contract.

**20. Preliminary Examination**

**20.1** Kenya Wildlife Service will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order

**20.2** The Kenya Wildlife Service 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 bidder.

**20.3** If a bid is not substantially responsive, it will be rejected by the Kenya Wildlife Service and may not subsequently be made responsive by the bidder by correction of the nonconformity.

**21. Evaluation and Comparison of Tenders**

**21.1** A preliminary evaluation will be carried out to determine the responsiveness of the proposal on the following:  
Meets the eligibility criteria  
Has been properly signed  
Is accompanied by required securities  
Copies of the mandatory documents have been attached.

A detailed technical and financial evaluation will then follow.

**21.2** The bid documents responses should be carefully thought out and provide sufficient detail to enable the Evaluation Committee to consider the proposals fairly.  
A two-stage procedure will be adopted in evaluating the proposals. The technical evaluation will be carried out based on the criteria as

specified in this document.

**Only firms with a minimum score of 70% will have their Financial proposals opened for Financial evaluation**

- 21.3** The evaluation committee will carry out the evaluation of proposals on the basis of their responsiveness to the terms and conditions, applying the evaluation criteria using a point system. Each proposal will be ranked and the best selected
- 21.4** The determination will take into account the bidder's financial, technical development, and management capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder as such other information Kenya Wildlife Service deems necessary and appropriate.

**22. Award of Contract**

- 22.1** An affirmative determination will be a prerequisite for award of the contract. A negative determination will result in rejection of the bidder's bid, in which event the Kenya Wildlife Service will proceed to the next best-evaluated bid to make a similar determination of capabilities to perform satisfactorily.

Kenya Wildlife Service reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Kenya Wildlife Service's action.

**23. Notification of award and signing of Agreement**

- 23.1** The bidder whose bid has been accepted will be notified of the award by KWS prior to expiration of the Bid validity period by cable, telex or facsimile.
- 23.2** KWS will also notify unsuccessful bidders and return their bid securities
- 23.3** The contract drawn by KWS will incorporate all agreements between KWS and the successful bidder and shall be signed and executed within 14 days of notification of successful evaluation of the bid.

**24. Performance Security**

- 24.1** The successful Contractor will provide KWS a performance security equal to 10% of the contract price which shall be issued from a commercial bank located in Kenya
- 24.2** If the performance security is to be issued in form of a Bond, it shall be issued by a surety whom the Contractors has determined to be suitable and acceptable by KWS

**24.3** Failure by the successful bidder to comply with the provisions of Paragraph 25.1 shall be reason enough for KWS to cancel the award and for the bidder to forfeit its Bid Security

**25. Corrupt  
Fraudulent  
Practices**

**25.1** Kenya Wildlife Service requires that bidders observe the highest standard of ethics during the bidding process and execution of lease. In pursuance of this policy, the Kenya Wildlife Service:-  
Defines, for the purposes of this provision, the terms set forth below as follows:  
“Corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the bidding process or in lease execution; and

Fraudulent practice” means a misrepresentation of facts in order to influence a bidding process or the execution of a lease to the detriment of the Kenya Wildlife Service, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Kenya Wildlife Service of the benefits of free and open competition

Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

**26. Force  
Majeure**

**26.1** This shall include but not limited to the following circumstances beyond the reasonable control of any party:  
War, acts of warfare, hostilities (whether war be declared or Not) invasion, and incursion by armed force, act of hostile army, nation or enemy.  
Riot, uprising against constituted authority, civil commotion, disorder, rebellion revolt, military or usurped power, civil war, flood, arson, fire, lightening, tempest accident or other acts of God.  
Epidemic, explosion, disease

**27. Composition  
of the Bid  
Documents**

**27.1** The Bid documents consists of the following annexes which shall form and be read as part thereof;  
Letter of invitation to tender  
Instruction to bidders  
Terms of Reference and Evaluation Criteria  
Detailed technical questionnaire  
Certificate of tenderer’s site visit  
Tender security

Performance security  
Site plan- Kisite Mpunguti Marine Park

**28. Payments Certificate**

- 28.1** The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 28.2** The Project Manager shall check the Contractor's monthly statement within 14 days, and certify the amount to be paid to the Contractor.
- 28.3** The Project Manager shall determine the value of work executed.
- 28.4** The value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 28.5** The value of work executed shall include the valuation of Variations and Compensation Events.
- 28.6** The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

**29. Payments**

- 29.1** Payments will be subject to certification of works by the project manager. Any advance payment shall be subject to a bank guarantee of the equivalent amount.

## **SECTION III: TERMS OF REFERENCE**

### **1.0 Background:**

The Wildlife Conservation and Management Act of 1979, place full responsibility on Kenya Wildlife Service (KWS), the management of all Wildlife protected areas (National Parks and Reserves). This Act requires the organization to effectively conserve, protect and manage wildlife protected areas throughout the country.

Today there are 26 National Parks and 30 National Reserves and 5 sanctuaries occupying approximately 8% of the total land area. These wildlife protected areas as spread throughout the country have been subjected to various complex conflicts. This includes land use, boundary encroachment and degradation due to rapid population growth. Besides the above problems there are also pressure from a wide range of differing sources such as; industry, agriculture, infrastructure and tourism. These pressure and conflicts lead to concerns about the future of conservation in Kenya and their potential impact on the protected areas.

As a result of the above conflicts and problems, conservation in Kenya recognizes that modern wildlife conservation is not only management of wildlife population alone but in a broader sense includes the management of the habitats and the land they inhabit. Parallel to that for one to plan, utilize and manage Land as a natural resource in the fullest and most economical manner, we need information about area, boundaries and ownership of each land parcel. This is only attained in Kenya by a system of Land registration in which parcels of land are identified accurately and unambiguously by means of a map.

To provide such a map, cadastral surveys are undertaken for the purpose of delineating property boundaries and the compilation of data required for the registration of title to land. Also with the Advent of the electronic computer and its capacity to store and to display graphically large amounts of information, land registration systems and cadastre have been seen as the logical bases upon which Land Information Systems (LIS) principally for planning purposes might be built. LIS is also a basic requirement for the most efficient administration and management of lands and their resources.

As part of strategy to assist in policy formulation KWS has identified the need for high quality systems of surveying and mapping as a major component of land management. Quality surveying and mapping systems help in dissemination of Land information by encouraging information production and distribution

### **2.0 STATEMENT OF INTENT**

KWS wants to appoint a survey firm to carry out cadastral surveys of its wildlife-protected areas (Park and Reserves) to accelerate land titling, registration and offer legal security to the areas.

### **3.0 PROJECT DESCRIPTION**

The proposed work, in accordance with its objective, comprises of one (1) Marine Park as packaged

below:-

<b>PACKAGE</b>		<b>ESTIMATED SIZE (SQ.KM)</b>
1.	<b>Kisite Mpunguti Marine National Park &amp; Reserve</b>	39
<b>TOTAL</b>		<b>39</b>

#### **4.0 OBJECTIVES:**

The main objective of the project would be to provide legal security and hence improve land management of the wildlife protected areas, through acceleration of land titling and registration, and to increase the effectiveness of the institutional framework for land management. Another objective of the project would be to enhance production of Cadastral maps through cadastral surveys by creating and maintaining cartographic data base from which many products such as cadastral plans for physical planning, analysis and service will flow to other KWS departments.

#### **5.0 MODE OF EXECUTION**

The duration of the survey work is a crucial aspect and will form a substantial consideration during technical evaluation. The survey work is expected to take less than six (6) months. Consideration for award will be based on package. Each firm is expected to give a breakdown of work schedules based on areas to be accomplished per unit time.

#### **5.1 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

#### **5.2 PREPARATION BY THE CONTRACTOR**

In preparation of bids the contractor shall ascertain the availability of the topographic maps, boundary plans, cadastral plans and any other useful information that will be required during project preparation and implementation.

Detailed curricula vitae of key employees to be deployed, a list and full description of all equipment to be used including accuracy levels should be furnished at the time of tender. Details of procedures to be followed, computer software to be used in the programme indicating whether they are owned or leased by the firm should also be included.

#### **5.3 NATURE OF WORKS**

The scope of work will comprise but not be limited to the following:

- (i) Boundary cadastral survey works including monumenting all boundary points as specified in

the Survey Act Cap. 299 a copy of which can be obtained from the Government press. This survey should be based on Universal Transverse Mercator (UTM) project and fixed to existing mapping system.

- (ii) Provision of sufficient and firm controls on the ground.
- (iii) Production of detail cadastral maps of the protected areas at appropriate scale as specified in the Survey Act. 299.
- (iv) Use of internationally acceptable survey techniques.
- (v) Production of resultant data and maps in hard copy and soft copy format for use by the client.
- (vi) Horizontal control survey to second order network accuracy of not less than 1:20000. Use of Geodetic position system (GPS) is recommended.

## **6.0 EXPECTED OUTPUT**

The contractor must ensure the delivery of the following in accordance with the scheduled in the work- plan.

A comprehensive survey report including the following:

1. List of coordinates of all points used for ground control and triangulation.
2. Point description of all points used for ground control including location diagrams for their identification.
3. Three copies of cadastral survey plan of each protected area approved by the Director of survey.
4. Three deed plans for the cadastral survey of each area as specified in survey Act Cap. 299 in hardcopy.

## **7.0 SUBMISSION REQUIREMENTS**

The contractor must ensure the submission of the following requirements:

- 7.0.1 Work plan for accomplishing the work to include the time required for completion of each phase and details of methodology of intended execution up to completion. Details of existing control data to be used as base for the survey. The schedule must consider the effect of other ongoing work undertaken by the firm.
- 7.0.2 A tabulation of full-time employees of the firm available to work on the programme, with brief professional resumes of key employees. A statement of the number and experience level of technical personnel in each operating department such as field surveys, etc.
- 7.0.3 A listing and description of the equipment, procedures and computer software to be used in the programme indicating whether owned or leased by

the firm. KWS will have liberty to physically check the equipment at the consultant's office before accepting any bid. Accuracy limits of instrument must also be indicated.

## **7.1 REPORTING ARRANGEMENTS**

The contractor shall report work progress status and expected output directly to the Director KWS  
Att: **Head Lands Management**

The survey contractor shall submit the following reports:

1. **Inception Report (3 copies) for each phase.** This should summarize the contractor's state of mobilization, proposed approach and work plan to accomplish the task. To be submitted within two weeks of commencement of the assignment.
2. **Quarterly Progress (3 copies) for each phase.** The contractor shall provide short comprehensive progress reports not later than the tenth day of the first month in the quarter. The report shall include records of the site meetings, site visits, staff activities, difficulties faced, weather conditions and all other relevant details etc.
3. **Final completion reports (3 copies).** KWS will consider the work for each area completed once all the expected output have been checked and found to be in accordance with specifications, within three weeks of submission of the final results. The submission of the final result shall be three months from the date of commencement of the assignment.
4. **Liaison with Director of survey.** It shall be the contractor responsibility to liaise with the director of survey or any other relevant authority to follow up for any report submitted to them for approval. The client may request for a draft of the final report.

The final report shall also include copies of approved survey plans by the Director of surveys and copies of the field notes as well as a detailed survey report summarizing the methods, sources of data used, accuracies and a list of ground controls established with adequate locational description.

### **5. Other Details.**

The survey contractors shall at all times liaise very closely with the employer's representative in all matters regarding clients requirements and written confirmation must be obtained for any changes to the brief and project contents.

Sub-contracting of any part of this tender will be allowed only on written approval of the employer.

## **8.0 KWS INVOLVEMENT**

1. KWS shall make available any information relevant to the project. The contractor should state in the bids any specific required input from the employer.
2. The employer shall pay the contractor in accordance with the contract.

3. The employer shall assist in identifying boundaries.
4. The client shall provide free access to parks & security

## **9. PAYMENT TERMS**

Payments to the contractors will be made in accordance with an agreed schedule (see section II clause 29 of the instructions to bidders)

**SECTION IV: EVALUATION CRITERIA:**

**Technical Proposal Evaluation Criteria**

ELIGIBILITY CRITERIA	MAX (%)
<p>a) Specific experience of the firm related to the assignment</p> <p>i) Experience of the consultant in the same field as that of the assignment and on similar projects</p> <p>ii) Knowledge of the project environment in the Country and their implications for the project</p>	25
<p>b) Adequacy of the proposed work plan and methodology in responding to the TOR</p> <p>i) Understanding of the terms of reference</p> <p>ii) Overall quality of proposal, quality of work plan and Methodology proposed</p> <p>iii) Qualifications and experience of the experts in the field of the assignment</p>	40
<p>c) Qualifications and competence of the key staff for the assignment. The qualifications and experience of proposed staff are very important and individual key staff members will be evaluated according to the following criteria:-</p> <p>i) General qualifications, including education and training, length of experience, type of position held, time with the firm etc.</p> <p>ii) Adequacy, for the project, the suitability to perform the duties to be assigned to him/her, language and experience in the country.</p>	25
<p>d) Available equipment and their accuracies</p>	10
<p style="text-align: center;">Total</p>	100 %

**SECTION V: - TECHNICAL PROPOSAL – STANDARD FORMS**

These forms shall include;

- i) Technical Proposal submission form.
- ii) Firm’s references.
- iii) Description of the methodology and work plan for performing the assignment.
- iv) Team composition and task assignments.
- v) Format of curriculum vitae (CV) for proposed professional staff.
- vi) Time schedule for professional personnel.
- vii) Activity (work) schedule.

**FORM 1: TECHNICAL PROPOSAL SUBMISSION FORM**

[\_\_\_\_\_ Date]

To: \_\_\_\_\_ [*Name and address of Client*]

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for \_\_\_\_\_  
\_\_\_\_\_ [*Title of consulting services*] in accordance with your  
Request for Proposal dated \_\_\_\_\_ [*Date*] and our Proposal. We are  
hereby submitting our Proposal, which includes this Technical Proposal, and a Financial  
Proposal sealed under a separate envelope.

We understand you are not bound to accept any proposal that you receive.

We remain,

Yours faithfully,

\_\_\_\_\_ [*Authorized Signature*]:

\_\_\_\_\_ [*Name and Title of Signatory*]

\_\_\_\_\_ [*Name of Firm*]

\_\_\_\_\_ [*Address:*]

## FORM 2. FIRM'S REFERENCES

**Relevant services carried out in the last five (5) years  
That best illustrates our capacity to undertake the current assignment**

Using the format below, provide information on each assignment for which your firm either individually, as a corporate entity or in association, was legally contracted.

Assignment Name:	Country, Location:
Professional Staff provided by your firm Entity(profiles):	
Name of Client:	Address: Email; Tel No: Contact Person
Duration of assignment:	
Start Date (Month/Year):	Completion Date :
Approx. Value of Services (Kshs) :	
Name of senior staff (Project Director/Coordinator, Team Leader) Involved and functions performed:	
Narrative description of project:	

Firm's Name: \_\_\_\_\_

Name and title of signatory; \_\_\_\_\_

**FORM 3. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES AND FACILITIES.**

---

On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5

On the data, services and facilities to be provided by KWS:

- 1.
- 2.
- 3.
- 4.
- 5

**FORM 4: DESCRIPTION OF THE THEORETICAL/ CONCEPTUAL APPROACH,  
METHODOLOGY AND WORK PLAN FOR PERFORMING THE  
ASSIGNMENT**

---

## FORM 5. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Technical/Managerial Staff

Name	Position	Task

### 2. Support Staff

Name	Position	Task

**FORM 6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Years with Firm: \_\_\_\_\_ Nationality: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

---

Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations].*

---

Education:

*[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degree[s] obtained. Certified copies of degree certificates and testimonials of professional qualification should be provided]*

---

Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments.]*

---

Certification:

I, the undersigned, certify that these data correctly describe me, my qualifications, and my experience.

Date: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of staff member]*

Date: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of authorized representative of the firm]*

Full name of staff member: \_\_\_\_\_

Full name of authorized representative: \_\_\_\_\_

# FORM 7. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Time (in the Form of a Bar Chart)

Name	Position	Reports Due/ Activities	Time (in the Form of a Bar Chart)												Number of Man days		
			1	2	3	4	5	6	7	8	9	10	11	12			

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## FORM 8. ACTIVITY (WORK) SCHEDULE

(a). Field Investigation and Study Items

*[1<sup>st</sup>, 2<sup>nd</sup>, etc, are weeks from the start of assignment)*

	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>	10 <sup>th</sup>	11 <sup>th</sup>	12 <sup>th</sup>	n <sup>th</sup>
Activity (Work)													
_____													
_____													
_____													
_____													

(b). Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report (a) First Status Report (b) Second Status Report	
3. Draft Report	
4. Final Report	

SECTION VI: - FINANCIAL PROPOSAL

FORM 1B. FINANCIAL PROPOSAL SUBMISSION FORM

\_\_\_\_\_ *[ Date]*

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*[Name and address of Client]*

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for  
( \_\_\_\_\_ ) *[Title of consulting services]* in accordance with your Request  
for Proposal dated ( \_\_\_\_\_ ) *[Date]* and our Proposal. Our  
attached Financial Proposal is for the sum of

( \_\_\_\_\_ )

*[Amount in words and figures]* inclusive of the taxes.

We remain,

Yours faithfully,

\_\_\_\_\_ *[Authorized Signature]*  
:

\_\_\_\_\_ *[Name and Title of Signatory]:*

\_\_\_\_\_ *[Name of Firm]*

\_\_\_\_\_ *[Address]*

**FORM 2B. SUMMARY OF COSTS**

<b>Costs Activities</b>	<b>Amount( Kshs)</b>
1.	
2.	
3.	
4.	
5	
<b>Subtotal</b>	
<b>Taxes</b>	
<b>Total Amount of Financial Proposal</b>	

**FORM 3B. BREAKDOWN OF STAFF REMUNERATION BY ACTIVITY**

Activity	Names	Input ( staff man days/ hrs as appropriate)	Remuneration rate	Amount
	Regular Staff			
	1.			
	2.			
	Sub Total			
	Consultants			
	1.			
	2.			
	Sub Total			
	<b>Grand Total</b>			

FORM 4B. MISCELLANEOUS EXPENSES

No.	Description	Unit	Quantity	Unit Price	Total Amount
1.					
2.					
3.					
4.	<b>Grand Total</b>				

**SECTION VII: STANDARD TENDER FORMS**

**1. CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

**1.0 Company Details**

NAME OF COMPANY / FIRM \_\_\_\_\_

Full Postal Address to which tender correspondences can be sent

\_\_\_\_\_ TOWN \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

E-MAIL (where applicable) \_\_\_\_\_

WEBSITE (where applicable) \_\_\_\_\_

PHYSICAL LOCATION/ADDRESS \_\_\_\_\_

Name of the Tenderer's representative to be contacted on matters of this tender during the tender period

\_\_\_\_\_

**2.0 Company Structure**

2.1 Legal status of your business...

Limited Liability Company  Sole proprietorship  Partnership

**GENERAL**

**A. SOLE PROPRIETOR**

Your Name in Full ----- Age. -----

Nationality \_\_\_\_\_ Country Of Origin \_\_\_\_\_

Citizenship Details \_\_\_\_\_

**B. PARTNERSHIP**

Give Details of Partners as Follows:

Name in full	Nationality	Citizenship	Shares
1. -----	-----	-----	-----
2. -----	-----	-----	-----
3. -----	-----	-----	-----

**C. COMPANY REGISTRATION**

Public  Private

State your company's:

Nominal Capital In Kshs \_\_\_\_\_

Issued Capital In Kshs \_\_\_\_\_

Give Details of your company's:

Name in full	Nationality	Citizenship	Shares
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

2.2 Is the company locally or foreign owned?

Local  Foreign  Both

2.3 Date of registration of your Organization \_\_\_\_\_

(Attach certified copies of the organization's certificate of business registration, Trade Licenses, VAT certificates and PIN number)

2.4 Give brief summary of your organization's historical background

\_\_\_\_\_ *(Use additional sheets if necessary)*

2.5. To be eligible for public procurement you must demonstrate that you are compliant with the taxation and social security laws. Attach documentary evidence by certificates from KRA – Tax Compliance and practicing licence

### 3.0 Financial Details

3.1 Name and full address of the company's Bankers

Names	Full Address
_____	_____
_____	_____

3.2 Indicate the Maximum value of business, which you can handle at any one time.

3.3 Profit & Loss and, Balance Sheet for the operation or your company in providing similar services the last 3 years *(Attach copies of these audited accounts)*

### 4.0 Experience in providing cadastral survey

4.1 Give a summary of any previous firms you have provided similar services to:

- Location of the facility
- Period of operation
- Brief detail of services provided
- Contract value/prices

Enclose documentary evidence by letter from the client.

5.0 Declaration

I \_\_\_\_\_ (State name)

on behalf of \_\_\_\_\_ (State Company)

as \_\_\_\_\_ (State Position)

hereby confirm that the pre-qualification information provided is correct.

Signature \_\_\_\_\_ Date \_\_\_\_\_

(Affix Company Stamp)

PART D: DETAILED TECHNICAL AND FINANCIAL QUESTIONNAIRE-

QUALIFICATION INFORMATION

- 1.0 Legal Status of the bidder (attach Copy of incorporation certificate)
- 1.1 Place of registration \_\_\_\_\_
- 1.2 Principle place of Business \_\_\_\_\_
- 1.3 Power of attorney of signatory of tender (for joint ventures only) \_\_\_\_\_
- 1.4 Total Annual Volume of work performed in the Last five years

	Year	Volume (Value in Kshs)
--	------	------------------------

- 1.
- 2.
- 3.

- 1.5 Work performed of a similar nature and volume in the last three years. Give documentary evidence underway or committed, including expected completion date.

	Project Name	Name of client and Contact	Describe Type of work performed	Date of completion	Length of contract	Value of contract
1.						
2.						
3.						
4.						

1.6 Qualification and Technical expertise of Key personnel proposed for administration and execution of the contract

	Position	Name	Years of Experience	Qualification	Remarks
1.					
2.					
3.					
4.					

1.7 Provide an operational plan showing;

- a) Deployment of staff and equipment to cover a working day.
- b) Deployment of staff and equipment on daily, weekly and monthly basis
- c) Daily, Monthly and annual Plan or schedule of cleaning, sanitation, gardening and other activities to achieve the specifications and requirement of the contract.

1.8 Provide a schedule indicating man power strength considering the following;

- a) Manpower strength of Key Personnel proposed for the contract
- b) Organization structure

1.9 Provide a list and specification of equipment that shall be used in performing the services as required in the contract.

	Quantity	Model & Description	Year of manufacture	Function	Proof of ownership

1.10 Means of transportation of staff to and from work

No	Model & Description	Year of manufacture	Carrying Capacity	Indicate ownership

2.0 JOINT VENTURES

In case this tender submitted jointly with other partners, attach:-

- the power of attorney of the signatories of the tender authorising signature of the tender on behalf of the Joint Venture
- agreement among all partners of the joint venture (which is legally binding on all partners), which shows that:
  - a) All Partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms.
  - b) One of the partners will be nominated as being in charge authorised to incur liabilities and receive instruction for and on behalf of all or any of the partners
  - c) The execution of the entire contract, including payment, shall be done exclusively with the partner in charge

**2. 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 Provide ( ..... *(insert description of services)*) 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 Financial proposal herein and made part of this Tender.

2. We undertake, if our Tender is accepted, to provide the service in accordance with the methodology and work plan specified in the Technical Proposal.

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 KWS.

4. We agree to a bid by this Tender for a period of 90 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 you may receive.

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

\_\_\_\_\_

[signature]

\_\_\_\_\_

[in the capacity of]

Duly authorized to sign tender for an on behalf of \_\_\_\_\_

**3. TENDER SECURITY FORM**

Whereas..... (name of the Tenderer) (hereinafter called “ the Tenderer) has submitted its tender dated .....(date of submission of tender) for Provision Of Cadastral Survey at Kisite Mpunguti Marine National Park & Reserve (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 Kenya Wildlife Service in the sum of Kshs. 50,000/= for which payment well and truly to be made to the said Kenya Wildlife Service, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2010

**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 Forms; 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 Kenya Wildlife Service up to the above amount upon receipts of its first written demand, without Kenya Wildlife Service having substantiate its demand, provided that in its demand Kenya Wildlife Service 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.**

Bank seal and authorized signature: \_\_\_\_\_

#### 4. 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 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 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 tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions 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 the Procuring entity

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the tenderer in the presence of \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**5. PERFORMANCE SECURITY FORM**

To: .....  
.....  
.....

WHEREAS ..... (*name of Tenderer*) (hereinafter called "the Tenderer") has undertaken, in pursuance of Tender No. KWS/HQS/..... dated \_\_\_\_\_20\_\_\_\_ to Provide Cadastral Survey Services at Saiwa Swamp National Park **as specified in the tender document.**

AND WHEREAS it has been stipulated by KWS 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 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 10% of contract sum (*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 and argument, and sum or sums within the limits of 10% contract sum. (*amount of guarantee*) as aforesaid, without your needing to prove or to show grounds of reasons for your demand or 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 \_\_\_\_\_

**SECTION VIII: DRAWINGS**