

**TENDER FOR SUPPLY AND DELIVERY OF ELECTRIC FENCE
WOODEN POST TO VARIOUS PARKS**

TENDER NO: - KWS/OT/B&F/24/2018-2019

CLOSING DATE AND TIME:

18th APRIL AT 12.00 NOON

KENYA WILDLIFE SERVICE

P.O BOX 40241-00100

NAIROBI.

Website: www.kws.go.ke

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Section A. Invitation to tender

NATIONAL OPEN TENDER

Date **2nd APRIL 2019.**

Reference: **KWS/OT/B&F /24/2018-2019**

Tender name: **SUPPLY AND DELIVERY OF WOODEN POST TO VARIOUS PARKS.**

The Kenya Wildlife Service now invites sealed tenders from eligible bidders for the **supply and delivery** of Wooden Posts to various parks.

1. Candidates **MUST** prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents;
 - a) Copy of Certificate of Incorporation/Business registration under the companies Act
 - b) Copy of a Valid Tax Compliance Certificate from Kenya Revenue Authority as at the tender closing date.
 - c) Certified audited accounts for the year 2017 and 2018 (the audited account should have auditors practicing number) or certified bank statement for the last twelve (12) months or Evidence of financing agreement or Credit facility for enterprises
 - d) A Fully Filled, Signed and Stamped Second Schedule – Tender Securing Declaration form in place of tender securities
 - e) Certified Current CR 12 (by commission of oath) from registrar of companies (less than six months old) or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies
 - f) Copy of **YAGPO** Certificate as proof of Registration in the **Youth and Women** category as issued by the National Treasury. The Certificate should remain valid as at the date of tender closing
 - g) A declaration that the bidder will not engage in any corrupt or fraudulent Practices
 - h) A declaration that the bidder is not debarred from participating in procurement proceedings by the Public Procurement Regulatory Authority
 - i) Fully filled Confidential Business questionnaire
 - j) All the pages in the tender document including all attachments must be serialized and properly bound. **NO LOOSE DOCUMENT** Shall be accepted. Bidders who fail to comply with this criterion will be disqualified

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

A complete set of tender documents may be obtained by downloading free of charge from KWS website www.kws.go.ke/downloads/tenders. Communication in regards to the tender must be in writing through email address: hps@kws.go.ke.

All clarifications and/or amendments will be published in KWS website and tenderers are required to check for any addendums or amendments in the course of the bidding period prior to the closing date.

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

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

So as to be received on or before **18th April 2019** not later than **12.00 Noon**

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

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

**HEAD OF SUPPLY CHAIN MANAGEMENT
FOR; DIRECTOR GENERAL**

Section B. Instructions to tenderers

1. Eligible Tenderers

- 1.1 This Invitation for Tenders is open to all tenderers eligible as described in the tender documents. Successful tenderers shall complete the supply of materials and goods by the intended completion date specified in the tender documents.
- 1.2 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by KWS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 1.3 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2. Cost of Tendering

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

3 The Tender Document

3.1 Contents of the Tender Document

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

- (i) Invitation for Tenders
- (ii) General Instructions
- (iii) Appendix to General Instructions
- (iii) General Conditions of Contract
- (iv) Special Conditions of Contract
- (v) Schedule of Requirements and Price Schedules
- (vi) Technical Specifications
- (vii) Tender Form
- (viii) Tender Securing declaration Form
- (ix) Performance bond Form
- (x) Manufacturer's Authorization Form

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

4. Clarification of Documents

- 4.1 A prospective tenderer requiring any clarification of the tender document may notify KWS in writing. KWS will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by KWS. Written copies of KWS response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers.

5. Amendment of Documents

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

Preparation of Tenders

6. Language of Tender

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

7. Documents Comprising the Tender

- 7.1 The tender prepared by the tenderer shall comprise the following components:

- (a) A Tender Form and a Price Schedule completed in accordance with paragraph 9, 10 and 11 below.
- (b) Documentary evidence established in accordance with paragraph 12 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with paragraph 13 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) Tender security furnished in accordance with paragraph 14

8. Tender Form

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

9. Tender Prices

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

10. Tender Currency

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

11. Tenderer's Eligibility and Qualifications.

- 11.1 Pursuant to paragraph 1, the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 11.2 The documentary evidence of the tenderers eligibility to tender shall establish to KWS satisfaction that the tenderer, at the time of submission of

its tender, is from an eligible source country as defined under paragraph 1 above.

11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KWS's satisfaction:

- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods;
- (b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderers' maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

12. Goods' Eligibility and Conformity to Tender Document.

13.1 The tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods, which the tenderer proposes to supply under the contract.

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

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

- (a) a detailed description of the essential technical and performance characteristics of the goods;
- (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by KWS;- (requires physical presence and stocks of the spares, special tools etc) and;

- (c) a clause-by-clause commentary on KWS Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

13.4 For purposes of the commentary to be furnished pursuant to paragraph 13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by KWS in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to KWS's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

14. Tender Security

14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.

14.2 The tender security is required to protect KWS against the risk of Tenderer's conduct, which would warrant the security's forfeiture, pursuant to paragraph 14.7

14.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, in the form provided in the tender documents or another form acceptable to KWS and valid for thirty (30) days beyond the validity of the tender.

14.4 Any tender not secured in accordance with paragraph 14.1 and 14.3 will be rejected by KWS as non-responsive, pursuant to paragraph 22.

14.5 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KWS.

14.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 30, and furnishing the performance bond, pursuant to paragraph 31.

14.7 The tender security may be forfeited:

- (a) If a tenderer withdraws its tender during the period of tender validity specified by KWS on the Tender Form; or
- (b) In the case of a successful tenderer, if the tenderer fails:
 - (i) To sign the contract in accordance with paragraph 30
 - or**
 - (ii) To furnish performance bond in accordance with paragraph 31.

15. Validity of Tenders

15.1 Tenders shall remain valid for 90 days or as specified in the tender documents after date of tender opening prescribed by KWS, pursuant to paragraph 18. A tender valid for a shorter period shall be rejected by KWS as non-responsive.

15.2 In exceptional circumstances, KWS may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

16. Format and Signing of Tender

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

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. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.

16.3 The tender shall have no interlineation, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

Submission of Tenders

17. Sealing and Marking of Tenders

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

17.2 The inner and outer envelopes shall:

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

The Director General
Kenya Wildlife Service
P.O BOX 40241-00100
NAIROBI.

(b) Bear, the Project name the Invitation for tenders (IFT), and the words: “DO NOT OPEN BEFORE,” **18th APRIL 2019 at 12.00 noon**

(c) Be dropped in the Tender Box situated at the **reception of Kenya Wildlife Service Offices situated in Nairobi –Lang’ata Road** or posted so as to reach the above address on or before **18th APRIL 2019 12:00 noon.**

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

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

18. Deadline for Submission of Tenders

18.1 Tenders must be received by KWS at the address specified under paragraph 17.2 not later than **18th APRIL 2019 at 12.00 noon**

18.2 KWS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 6, in which case all rights and obligations of KWS and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Modification and Withdrawal of Tenders

19.1.1 The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by KWS prior to the deadline prescribed for submission of tenders.

19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 17. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

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

19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 14.7.

Opening and Evaluation of Tenders

20. Opening of Tenders

20.1.1 All tenders will be opened in the presence of tenderers' representatives who choose to attend on **18th APRIL 2019** at **12:00 noon** in the **KWS veterinary conference room**. Late bids will not be accepted regardless of the circumstances.

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

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

20.2. The KWS procurement office will prepare minutes of the tender opening.

21. Clarification of Tenders

21.1 To assist in the examination, evaluation and comparison of tenders KWS may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

22. Preliminary Examination

22.1 KWS will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

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

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

22.4 Prior to the detailed evaluation, pursuant to paragraph 23, KWS will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. KWS's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by KWS and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

23. Evaluation and Comparison of Tenders

23.1 KWS will evaluate and compare the tenders, which have been determined to be substantially responsive, pursuant to paragraph 22.

23.2 The evaluation of a tender will exclude and not take into account:

- (a) in the case of goods manufactured in Kenya or goods of foreign origin already located in Kenya, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the tenderer; and
- (c) Any allowance for price adjustment during the period of execution of the contract, if provided in the tender.

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

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

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

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

- (a) *Delivery schedule.*
 - (i) KWS requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements. Tenders offering deliveries longer than KWS's required delivery time will be treated as non-responsive and rejected.
- (b) *Deviation in payment schedule.*

Tenderers shall state their tender price for the payment of schedule outlined in the special conditions of contract. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in tender price they wish to offer for such alternative payment schedule.

KWS may consider the alternative payment schedule offered by the selected tenderer.

(c) *Spare parts and after sales service facilities.*

Tenderers must offer items with service and spares part back up. Documentary evidence and locations of such back- up must be given. Where a tenderer offers items without such back-up in the country, he must give documentary evidence and assurance that he will establish adequate back-up for items supplied.

23.6 Preference

23.6.1 For purposes of section 155(3) (a) and (b) of the Public Procurement and Disposal Act, public entities shall grant exclusive preference to local contractors offering—

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

23.6.2 For the purposes of section 157(8) (a) (ii) (iii) of the Public Procurement and Disposal Act, the threshold below which exclusive preference shall be given to citizen contractors, shall be the sum of –

- (a) five hundred million shillings for procurements in respect of other works;

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

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

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

24. Contacting KWS

24.1 Subject to paragraph 21, no tenderer shall contact KWS on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

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

25. Award of Contract

Post-qualification

25.1 In the absence of pre-qualification, KWS will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the Tenderer's financial, technical, production and after sales backup capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as KWS deems necessary and appropriate.

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

26. Award Criteria

26.1 Subject to paragraph 10, 23 and 28 KWS will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender,

provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

27. KWS's Right to Vary quantities

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

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

28.1 KWS reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for KWS's action.

29. Notification of Award

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

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

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

30. Signing of Contract

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

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

31. Performance bond

31.1 Within fourteen (14) days of the receipt of notification of award from KWS, the successful tenderer shall furnish the performance bond in accordance

with the Conditions of Contract, in the Performance bond Form provided in the tender documents, or in another form acceptable to it (KWS).

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

32. Corrupt and Fraudulent Practices

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

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

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

(b) will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

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

Appendix to the General Instructions to Tenderers

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

Instructions to tenderers reference	Particulars of appendix to instructions to tenders
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<p>2.1: preliminary Evaluation</p>	<p>Candidates MUST prove that they qualify to participate in public procurement by providing copies of the following Mandatory documents:</p> <ul style="list-style-type: none"> k) Copy of Certificate of Incorporation/Business registration under the companies Act l) Copy of a Valid Tax Compliance Certificate from Kenya Revenue Authority as at the tender closing date. m) Certified audited accounts for year 2017 and 2018 (the audited account should have the auditors practicing number) or certified bank statement for the last twelve (12) months or Evidence of financing agreement or Credit facility for enterprises n) A Fully Filled, Signed and Stamped Second Schedule – Tender Securing Declaration form in place of tender securities o) Certified Current CR 12 (by commission of oath)from registrar of companies (CR12 should be less than six months old) or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies p) Copy of YAGPO Certificate as proof of Registration in the Youth and Women category as issued by the National Treasury. The Certificate should remain valid as at the date of tender closing q) A declaration that the bidder will not engage in any corrupt or fraudulent Practices r) A declaration that the bidder is not debarred from participating in procurement proceedings by the Public Procurement Regulatory Authority s) Fully filled Confidential Business questionnaire t) All the pages in the tender document including all attachments must be serialized and properly bound. NO LOOSE DOCUMENT Shall be accepted. Bidders who fail to comply with this criterion will be disqualified
<p>Technical evaluation</p>	<p>The Tenderer MUST submits as part of its bid, SAMPLES OF THE ITEMS they offer to supply which are returnable after awards. The sample requirements is as provided for in Section E: SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE below. The samples shall be dropped at the KWS office in Nairobi on or before the closing date and time. All documentation catalogues and Manufacturers’ Authorizations MUST accompany the bid. KBS</p>

	<p>certificates MUST be attached.</p> <p>(Certified manufactures authorization certificate must accompany the wooden post bids if not manufacturer)</p>
26.1: Award criteria	<p>The award will be made on LOT BASES.</p> <p>The items are clearly shown in the schedule of requirements.</p>

1.1 Technical evaluation requirements

Any tenderer who fails to submit or meet the mandatory requirements will be disqualified and will not be eligible to proceed to technical evaluation stage

Section C:-General Conditions of Contract

1. Definitions

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

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

- (d) “KWS” means, Kenya Wildlife Service which is the organization purchasing the Goods under this Contract.
- (e) “The tenderer” means the individual or firm supplying the Goods under this Contract.

2. Application

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

3. Country of Origin

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

4. Standards

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

5. Use of Contract Documents and Information

- 5.1 The Candidate shall not, without KWS’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of KWS in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 5.2 The tenderer shall not, without KWS prior written consent, make use of any document or information enumerated in paragraph 5.1 above.
- 5.3 Any document, other than the Contract itself, enumerated in paragraph 5.1 shall remain property of KWS and shall be returned (all copies) to KWS on completion of the Tenderer’s performance under the Contract if so required by KWS.

6. Patent Rights

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

7. Performance bond

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

7.2 The proceeds of the performance bond shall be payable to KWS as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

7.3 The performance bond shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to KWS and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to KWS, in the form provided in the tender documents.

7.4 The performance bond will be discharged by KWS and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract.

8. Inspection and Tests

8.1 KWS or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. KWS shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KWS.

8.2 Should any inspected or tested Goods fail to conform to the Specifications, KWS may reject the Goods, and the tenderer shall either replace the rejected

Goods or make alterations necessary to meet specification requirements free of cost to KWS.

8.4 KWS's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by KWS or its representative prior to the Goods' delivery.

8.5 Nothing in paragraph 8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

9. Packing

9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.

10. Delivery and Documents

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

11. Insurance

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

12. Payment.

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

12.2 Payments shall be made promptly by KWS as specified in the contract.

13. Prices.

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

14. Assignment.

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

15. Sub-contracts

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

16. Termination for Default

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

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

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

17. Liquidated Damages

17.1 If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, KWS shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum

equivalent to 0.5% of the delivered price of the delayed goods up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

18. Resolution of Disputes

18.1 KWS and the tenderer shall make every effort to resolve amicably by direct informal

negotiation any disagreement or dispute arising between them under or in connection

With the contract.

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

Parties have been unable to resolve amicably a contract dispute, either party may require

Adjudication in an agreed national forum using the laws of the Republic of Kenya.

19. Language and Law

19.1 The language of the contract and the law governing the contract shall be English language

and the Laws of Kenya respectively unless otherwise stated.

20. Force Majeure

20.1 The tenderer shall not be liable for forfeiture of its performance, security, or termination

For default if and to the extent that its delay in performance or other failure to perform

Its obligations under the Contract is the result of an event of *Force Majeure*.

Section D. Special Conditions of Contract

General

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

1.0 Definitions (Clause 1.1)

The Purchaser is:

The Kenya Wildlife Service

P. O. Box 40241-00100

NAIROBI

2.0 Inspection and Tests (Clause 8)

The Tenderer **MUST** submit as part of its bid, **SAMPLES OF THE ITEMS** they offer to supply. All documentation catalogues and manufacturers' Authorizations must accompany the bid. :-

2.1. The Tenderer shall submit as part of its bid samples of the following:

2.1.1 Posts

1m. long sample of each size of post

Kenya Bureau of standard test certificate for Chemical penetration

3.0 Delivery and Documents (Clause 10)

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

4.0 Payment (Clause 12)

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

5.0 Resolution of Disputes (Clause 18)

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

**Section E. SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE
(Inclusive of all taxes)**

**PACKAGE 1. WOODEN POSTS FENCING MATERIALS FOR KWSTI.
FORESTS. (DELIVERY POINT – KWS TRAINING INSTITUTE
OFFICE - NAIVASHA TOWN**

LOT 1							
Item No	Item Description	Qty	Unit of Issue	Rate(Kes)	Amount(Kes)	Sample Requirement	Delivery Period
1	Line Post	1000	NO			1 METRE	
2	Strainer posts	500	NO			1 METRE	
Total							

**PACKAGE 2. MATERIALS FOR ARABUKO SOSOKE FOREST
DELIVERY POINT -WARDENS OFFICE –GEDE SHOPPING CENTRE.**

LOT 1							
Item No	Item Description	Qty	Unit Of Issue	Rate (Kes)	Amount(K es)	Sample Requirement	Delivery Period
1	Line Posts	1279	No.			1 METRE	
Total							

**PACKAGE 3.WOODEN POSTS FENCING MATERIALS FOR L.NAKURU N.PARK
FORESTS. (DELIVERY KWS PARK HQS – NAKURU TOWN**

LOT 1							
Item	Description	Qty	Unit of issue	Rate(Kes)	Amount(Kes)	Sample Requirement	Delivery Period
1	Line Post	1200	NO			1 METRE	
2	Strainer posts	800	NO			1 METRE	
Total Amount							

**PACKAGE 4.WOODEN POSTS FENCING MATERIALS FOR MT.KENYA N.PARK
(DELIVERY POINT KWS MERU STATION – MERU TOWN**

LOT 1							
Item	Description	Qty	Unit	Rate(Kes)	Amount(Kes)	Sample Requirement Size	Delivery Period
1	Line Post	3000	NO			1 METRE	
2	Strainer posts	1000	NO			1 METRE	
Total							

**PACKAGE 5.WOODEN POSTS FENCING MATERIALS FOR TSAVO EAST
N.PARK.
(DELIVERY POINT KWS BACHUMA GATE – NEAR MAUNGU
TOWN.**

MATERIALS							
Item	Description	Qty	Unit	Rate(Kes)	Amount(Kes)	Sample Requirement	Delivery Period
1	Strainer posts	1000	NO			1 METRE	
Total							

**PACKAGE 6.WOODEN POSTS FENCING MATERIALS FOR MERU N.PARK
(DELIVERY PARK HQ – MURERA GATE.**

LOT 1							
Item No	Item Description	Qty	Unit of Issue	Rate(Kes)	Amount(Kes)	Sample Requirement	Delivery Period
1	Line Post	2000	NO			1 METRE	
2	Strainer posts	600	NO			1 METRE	
Total							

PACKAGE 7.WOODEN POSTS FENCING MATERIALS FOR ABERDARE N.PARK

(DELIVERY POINT PARK HEADQUATERS – MWEIGA.

MATERIALS							
Item No	Item Description	Qty	Unit of Issue	Rate(Kes)	Amount(Kes)	Sample Requirement	Delivery Period
1	Line Post	1000	NO			1 METRE	
2	Strainer posts	400	NO			1 METRE	
Total							

PACKAGE 8.WOODEN POSTS FENCING MATERIALS FOR TSAVO WEST N.PARK

(DELIVERY KWS MAKTAU GATE.

MATERIALS							
Item No	Item Description	Qty	Unit of Issue	Rate(Kes)	Amount(Kes)	Sample Requirement	Delivery Period
1	Line Post	1300	NO			1 METRE	
2	Strainer posts	800	NO			1 METRE	
Total							

PACKAGE 9.WOODEN POSTS FENCING MATERIALS FOR NAIROBI N.PARK

(DELIVERY KWS – CENTRAL WORKSHOP.

MATERIALS							
Item No	Item Description	Qty	Unit of Issue	Rate(Kes)	Amount(Kes)	Sample Requirement	Delivery Period
1	Line Post	2000	NO			1 METRE	
2	Strainer posts	500	NO			1 METRE	
Total							

Section F. Technical Specifications

GENERAL

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

DETAILED TECHNICAL SPECIFICATIONS FOR MATERIAL FOR VARIOUS NATIONAL PARKS.

All materials to be used in fence construction must conform to the following specifications.

4.2.4.1 Posts

- a) **Wooden Posts**-strainers
 - i. All wooden posts shall be of hardwood wattle or eucalyptus saligna.
 - ii. pressure treated in creosote or celcured in copper chrome arsenate {CCA}{tanalith}C to the chemical penetration of atleast 1” (25mm)
 - iii. Size shall be at least 6-7” diameter, length 11ft (Tsavo E.N.Park length 10Ft)

- iv. Knot free and split free
- v. Bound at top and bottom by a HTS wire 2.5mm four times and stapled by 1” staple nail.
- vi. Not more than two years Kenya Bureau of Standards Test Certificate required-.

b) **Wooden Posts**-line posts

- i. All wooden posts shall be of hardwood wattle or eucalyptus saligna
- ii. Pressure treated in creosote or celcured in copper chrome arsenate {CCA}{tanalith}C to the chemical penetration of atleast 1” (25mm)
- iii. Size shall be at least 5-6” diameter, length 10ft(Arabuko Sosoke 6” - 7” diameter).
- iv. Knot free and split free
- v. Bound at top and bottom by a HTS wire 2.5mm four times and stapled by 1” staple nail.
- vi. Not more than two years Kenya Bureau of Standards Test Certificate required.

SECTION G. STANDARD TENDER FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Second Schedule -Tender Securing Declaration Form – This form MUST be completed, signed and stamped by the enterprises owned by the youth, women and people with disabilities in place of Tender Security form
4. Tender Security Form- When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
5. Performance Security Form -The performance security form should not be completed by the Tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Request for Review Form - Filled when an Unsuccessful bidder wishes to request the Public Procurement Administrative Review Board to review the whole or part of the tender decision that has been made by the procuring entity
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

(i) FORM OF TENDER

Date: _____ Tender N°: _____

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

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....
[description of goods] in conformity with the said tender documents for the _____ sum _____ of.....
[total tender amount in words and figures]
or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver the goods in accordance with the Delivery schedule specified in the Schedule of Requirements.

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

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

5. Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign tender for and on behalf of _____

(ii) BUSINESS QUESTIONNAIRE: FORM 2 Serial No.....

TENDER NO

SUPPLY AND DELIVERY OF.....

Name of the firm Date issued.....

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

A: GENERAL INFORMATION:

1.1 Business Name:

1.2 Date Of Registration.....

Indicate the form of Business:.....

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

Partnership..... (c)

Company.....

1.4 What businesses are you licensed to operate?

.....

1.5 Postal AddressTel No

.....

Fax:

Cell Phone.....

EmailWeb page.....

1.6 Location of business premises:

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

.....

Is the premises Permanent/Temporary?.....

Residential/Office/shop/warehouse?.....

- 1.7 Current Trade License No Expiring date.....
- 1.8 Who are your Principal Bankers Branch
- 1.9 Details of business registration: Please complete the relevant section.

Part 1.9 (a) – Sole Proprietor

Your name in full

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

Part 1.9(b) – Partnership/Registered Company

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

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

B: ELIGIBILITY:

- 2.2 Have you or your principals been subject of legal proceedings for insolvency, Bankruptcy, receivership or your business activities suspended for related reasons?.....if yes, when?[if yes, You must present legal documentary evidence that you are cleared and your business is now solvent].
- 2.3 Have you fulfilled your obligations to pay taxes and social security contributions for the last three years? Yes.....No.....(*tick*)
- 2.4 Are you or your servants or agents subject of legal proceedings (attached documentary evidence for the respective Government Agents) or have been debarred or suspended for corrupt or unethical business practice. Yes.....No.....
- 2.5 Is the firm making this application or any of its directors been debarred or suspended from participating in public procurement or have any Procurement Entity initiated proceedings of that nature against the firm or one of its Directors, for any reason whatsoever? Yes.....No.....

C: CAPABILITY AND COMPETENCE TO DELIVER GOODS OR SERVICE:

- 2.6 What products/service do you want to be considered for.....

- 2.7 How many employees do you have?How many are Permanent?
.....How many are Temporary?.....
- 2.8 What is the country of origin for those goods or services?.....
- 2.9 Are you a manufacturer/wholesaler/retailer/other (please specify).....
- (a) If you are a manufacturer or a service organization, are your products certified by the Kenya Bureau of Standards or are you affiliated to a recognized accrediting body? Yes.....No.....[Please attach documentary evidence of the current certification].
- (b) If you are not a manufacturer, are you an authorized dealer? Yes.....No.....*please attach documentary evidence of the authority from the manufacturer*
- 2.10 Who are your major customers/clients and what is their telephone contact?
- To what extent is your firm e-enabled with both your suppliers and clients and how do you intend to carry out business with KWS?
 - What is your average response time to a request quotation, Delivery of goods after issuance of LPO?

	NAME OF ORGANIZATION	VALUE OF BUSINESS	CONTACT PERSON	TEL NO
1				
2				
3				

- 2.11 What is the Maximum value of business which you can handle at any one time: Kshs.....
- 2.12 If your firm is pre-qualified or awarded the tender, will you abide by the agreed delivery period and supply goods or service within the given specifications by KWS?
YesNo.....?

D: PAST AND CURRENT PERFORMANCE AND EXPERIENCE

- 2.13 Is this firm or its directors in any way associated with any other firm that is currently conducting business with or have applied to be considered for pre-qualification or any other tender in KWS? If yes, please provide the name(s) of those firm(s), their address, their nature of business and indicate the relationship with the company making this application.

Name of Firm	Address	Nature of	Relationship

--	--	--	--

2.14 Is the firm making this application currently or in previous periods been contracted to supply goods or services to KWS? Yes.....No..... If yes, please indicate hereunder the financial year, the goods or services that you supplied and their total value.

Financial Year	Goods or service supplied	Total value

2.15 Have you at any one time been issued with a Purchase Order by the KWS and failed to deliver the goods or service without assigning any reason for your action? Yes.....No.....

2.16 Have you at any one time been requested to quote for supply of goods and services and failed to return the quotation without assigning any reason for your action? Yes.....No.....

2.17 If you are a current or previous period supplier of goods or service to KWS, have you at any one time been issued with a letter of cancellation of LPO for failure to supply goods within the agreed time or for supplying inferior goods not within the specifications? Yes.....No.....

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

2.19 The Position in the company of the person making this application.....
Signature.....Date.....

OFFICIAL STAMP HERE:

iii) TENDER – SECURING DECLARATION FORM

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

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

To: [insert complete name of Purchaser]

We, the undersigned declare that:

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

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

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

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

Dated on day of [insert date of signing]

iv) Declaration Form for Non Corrupt Practices & Non-Debarrement

Date:

To:

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

LADIES AND GENTLEMEN

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

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

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Designation of duly authorized person signing the Tender

Stamp or Seal of Tenderer

V) PERFORMANCE SECURITY FORM

To: KENYA WILDLIFE SERVICE

WHEREAS[name of tenderer]

(hereinafter called “the tenderer”) has undertaken, in pursuance of Contract No._____ [reference number of the contract] dated _____ 20____ to supply..... [description of goods] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

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

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

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of..... [Amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ____ day of _____20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

vi) 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 goods] having factories at [address of factory] do hereby authorize [name and address of Agent] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. [Reference of the Tender] for the above goods manufactured by us.

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

[Signature for and on behalf of manufacturer]

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

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*)
ofdated the...day of20.....in the matter of Tender
No.....of20...

REQUEST FOR REVIEW

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

- 1.
 - 2.
- etc.

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

- 1.
 - 2.
- etc

SIGNED(Applicant)

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

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary