

**TENDER DOCUMENT FOR**

**PROVISION OF AUCTIONEERING SERVICES**

**TENDER NO: KWS/OT/SCM/14/2019-2020**

**SUBMISSION DEADLINE – THURSDAY 12<sup>TH</sup> MARCH, 2020 AT 12.00 P.M**

**KENYA WILDLIFE SERVICE  
LANGATA ROAD, OPPOSITE LANGATA CEMETRY  
P.O BOX 40241-00100  
NAIROBI.**

Email: [hps@kws.go.ke](mailto:hps@kws.go.ke)  
Website: [www.kws.go.ke](http://www.kws.go.ke)

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## **SECTION A.INVITATION TO TENDER**

### **OPEN NATIONAL TENDER**

**Date: 12/03/2020**

**Reference: KWS/OT/SCM /14/2019-2020**

### **Tender name: PROVISION OF AUCTIONEERING SERVICES**

The Kenya Wildlife Service now invites sealed tenders from eligible Auctioneers firms to bid for provision of Auctioneering services for Disposal of KWS unserviceable, obsolete or surplus store equipments

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) A certified copy of the current license from the auctioneers licensing board
- c) Copy of a Valid Tax Compliance Certificate from Kenya Revenue Authority as at the tender closing date.
- d) Certified bank statement for the last twelve (12) months .
- e) Original Tender Security of **Ksh 50,000** (Fifty Thousand Shillings Only) Issued in Kenya Shillings or freely Convertible Currency in the form of bank Guarantee or an insurance Guarantee from PPRA Approved Insurance Company
- f) Certified Current CR 12 (by commission of oath)from registrar of companies or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies
- g) A declaration that the bidder will not engage in any corrupt or fraudulent Practices
- h) A declaration that the bidder is not debarred from participating in procurement proceedings by the Public Procurement Regulatory Authority
- i) Fully filled Confidential Business Questionnaire
- j) Pursuant to Section 74(i) of PPA&DA 2015 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](http://www.kws.go.ke/downloads/tenders). Communication in regards to the tender must be in writing through email address: [hps@kws.go.ke](mailto:hps@kws.go.ke).

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

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 **12/03/2020** not later than **12.00 Noon**

All bidders MUST comply with all the instructions and rules of the tender and particularly ensure that all the forms required are properly completed. Tenders will be opened immediately thereafter at KWS **Veterinary Hall**, in the presence of tenderers' representatives who choose to attend. 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 procurement processes.

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

## **SECTION II. INSTRUCTIONS TO TENDERERS**

### **1. Eligible Tenderers**

- 1.1 This Invitation for Tenders is open to all tenderers as described in the tender documents. Successful tenderers shall provide the service for the stipulated duration 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.

## **The Tender Document**

### **3. Contents**

- 3.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 6 of these instructions to tenders.
  - (i) Invitation for Tenders
  - (ii) Instructions to tenders
  - (iii) General Conditions of Contract
  - (iv) Schedule of Requirements and Details of service
  - (v) Standard tender form
  - (vi) Tender Form and Price Schedules
  - (vii) Business Questionnaire
  - (viii) Tender Security Form
  - (ix) Contract Form
  - (x) Performance Security 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 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.

#### **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 to the email addressed as indicated in ITT
- 5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KWS, at its discretion, may extend the deadline for the submission of tenders.

#### **Preparation of Tenders**

#### **6. Language of Tender**

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

#### **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 8, 9 and 10 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;

## **8. Tender Form**

- 8.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents,

## **9. Tender Prices**

- 9.1 The tenderer shall indicate on the Price Schedule the commission percentage of the Auction Services.
- 9.2 The commission indicated on the Price Schedule shall be the cost of the services quoted including VAT and other taxes payable
- 9.3 The commissions quoted by the tenderer shall remain fixed during the term of the contract. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.
- 9.4 Price quoted by the tenderer shall be fixed during the tenders 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 unless otherwise specified in the appendix to instruction to tenderers.

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

- 11.1 Pursuant to paragraph 1 of section III, 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 perform shall establish to KWS's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph I of section III.
- 11.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to KWS's satisfaction:
  - (a) That the tenderer has the financial, technical, and production capability necessary to perform the contract;

## **12. Tender Security**

- 12.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Invitation to tender.
- 12.2 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 12.7
- 12.3 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee, a bank draft issued by a reputable bank located in Kenya or abroad, or an insurance company guarantee from any of the IRA approved companies, in the form provided in the tender documents and valid for thirty (30) days beyond the validity of the tender.
- 12.4 Any tender not secured in accordance with paragraph 12.1 and 12.3 will be rejected by KWS as non-responsive, pursuant to paragraph 20.
- 12.5 Unsuccessful Tenderer's tender security will be discharged or returned as soon as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by KWS.
- 12.6 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 27, and furnishing the performance security, pursuant to paragraph 28.
- 12.7 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 27

**Or**

- (ii) To furnish performance security in accordance with paragraph 28

## **13. Validity of Tenders**

- 13.1 Tenders shall remain valid for 90 days or as specified in the invitation to tender 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.



13.2 In exceptional circumstances, KWS may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses therefor shall be made in writing. The tender security provided under paragraph 12 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.

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

14.1 The tenderer shall prepare the ORIGINAL TENDER and mark it as 'ORIGINAL'.

14.2 The original 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.

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

#### **SUBMISSION OF TENDERS**

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

15.1 . The tenderer shall prepare the ORIGINAL TENDER and mark it as 'ORIGINAL'.

15.2 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, **KWS/OT/SCM/14/2019-2020**, the Invitation for tenders (IFT), and the words: "DO NOT OPEN BEFORE," **12<sup>th</sup> March at 12.00 NOON.**

15.3 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".

15.4 If the outer envelope is not sealed and marked as required by paragraph 15.2, KWS will assume no responsibility for the tender's misplacement or premature opening.

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

16.1 Tenders must be received by KWS at the address specified under paragraph 15.2 not later than **12.00 NOON** on **12<sup>th</sup> March 2020**.

16.2 KWS may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 5, 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.

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

17.1 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.

17.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 15. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.

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

17.4 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 12.7.

## **OPENING AND EVALUATION OF TENDERS**

### **18. Opening of Tenders**

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

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

18.2 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.

18.3 KWS will prepare minutes of the tender opening.

## **19. Clarification of Tenders**

19.1 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.

19.2 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.

## **20. Preliminary Examination and Responsiveness**

20.1 Prior to the detailed Technical and Financial evaluation, KWS will determine the substantial responsiveness of each Tender. For purposes of this tender, a substantially responsive Tender is one that conforms to the requirements of Preliminary Evaluation. KWS's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

20.2 KWS will examine the Tenders to determine whether they conform to the Preliminary Evaluation Criteria set out in the **Summary of Evaluation Process**.

20.3 Notwithstanding the contents of the foregoing sub-paragraphs, if a Tender is not substantially responsive, it will be rejected at the earliest stage of evaluation by KWS and cannot subsequently be made responsive by the Tenderer by correction of any non-conformity.

20.4 KWS may waive any minor deviation in a Tender that does not materially depart from the requirements of the goods and or services set out in the Tender Document.

20.5 Such minor deviation -

*Shall be quantified to the extent possible,*

*Shall be taken into account in the evaluation process, and,*

*Shall be applied uniformly and consistently to all qualified Tenders duly received by KWS.*

## **21 Technical and Financial Evaluations of Tenders**

### **21.1 Technical evaluation of tenders**

21.1.1 KWS will evaluate and compare the Tenders that have been determined to be substantially responsive in compliance to the Technical requirements set out in the Tender Document as set out in the Summary of Evaluation Process.

### **21.2 Financial Evaluation of Tenders**

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

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

21.2.3 Arithmetical errors will be rectified on the following basis - if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.

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

21.2.5 The procuring entity's evaluation of a tender will take into account, in addition to the tender price the following factors;

## EVALUATION CRITERIA

	Criteria	Max Points
<b>Mandatory Requirements</b>	<p>a) Copy of Certificate of Incorporation/Business registration under the companies Act</p> <p>b) A certified copy of the current license from the auctioneers licensing board</p> <p>c) Copy of a Valid Tax Compliance Certificate from Kenya Revenue Authority as at the tender closing date.</p> <p>d) Certified bank statement for the last twelve (12) months .</p> <p>e) Original Tender Security of Ksh 50,000 (Fifty Thousand Shillings Only) Issued in Kenya Shillings or freely Convertible Currency in the form of bank Guarantee or an insurance Guarantee from PPRA Approved Insurance Company</p> <p>f) Certified Current CR 12 (by commission of oath)from registrar of companies or a copy of business registration certificate for sole proprietorship or the equivalent document for partnerships that clearly indicates the ownership of the companies</p> <p>g) A declaration that the bidder will not</p>	Bidders must provide all the documents for them to qualify for technical evaluation.

	<p>engage in any corrupt or fraudulent Practices</p> <p>h) A declaration that the bidder is not debarred from participating in procurement proceedings by the Public Procurement Regulatory Authority</p> <p>i) Fully filled Confidential Business Questionnaire</p> <p>j) Pursuant to Section 74(i) of PPA&amp;DA 2015 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>	
<b>Technical evaluation criteria.</b>		
<b>Capability (I)</b>	<p>Assessment of Bidders client (List six major clients in the last 2 years and the contact details)</p> <ul style="list-style-type: none"> <li>- Indicate the client name</li> <li>- Value of business</li> <li>- Period of business/when</li> </ul>	10
<b>(II)</b>	Experience in auctioneering business:	15
<b>Qualification</b>	<p>Professional qualification of management team involved in auction exercise</p> <p>Team leader (1)</p> <p>Technical staff (2)</p>	15
<b>Extra Services</b>	Extra works/service offered	10
<b>Total</b>		50

To qualify for the next level of evaluation, bidders must attain a minimum of 70% of the total max points

## **22. Contacting Kenya Wildlife Service**

- 22.1 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.
- 22.2 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.

### **Award of Contract**

## **23. Post-qualification**

- 23.1 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.
- 23.2 The determination will take into account the Tenderer's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the tenderer, pursuant to paragraph 12.3, as well as such other information as KWS deems necessary and appropriate.
- 22.2 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.

## **24. Award Criteria**

- 24.1 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.

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

25.1 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.

## **26. Notification of Award**

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

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

26.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 28, KWS will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 12.

## **27. Signing of Contract**

27.1 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.

27.2 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to KWS.

## **28. Performance Security**

28.1 There shall not be any Performance guarantee needed for this tender

## **29. Corrupt Fraudulent Practices**

29.1 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.

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

## **SECTION III - 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 Services" means Auctioneering services to be provided by the auctioneer including materials and incidentals which the tenderer is required to provide to the procuring entity 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. Use of Contract Documents and Information**

2.1 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.

2.2 The tenderer shall not, without KWS's prior written consent, make use of any document or information enumerated in paragraph 5.1 above.

2.3 Any document, other than the Contract itself, shall remain the property of KWS and shall be returned (all copies) to KWS on completion of the Tenderer's performance under the Contract if so required by KWS.

### **3. Performance Security**

3.1 There shall not be any performance guarantee for this tender

#### **4.Payment**

- 4.1 The method and conditions of payment to be made to the tenderer under this Contract shall be 30 days upon the receipt of certified invoices and certificates of service issuance- payment shall be based on actual sales from the Auction.
- 4.2 Payments shall be made promptly by KWS as specified in 4.1 above

#### **5.Prices**

- 5.1 Prices charged by the tenderer for 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.

#### **6.Assignment**

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

#### **7.Subcontracts**

- 7.1 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.

#### **8. Termination for Default**

- 8.1 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 service 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.
- 8.2 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, services similar to those undelivered, and the tenderer shall be liable to KWS for any excess costs for such similar services.

## **9. Liquidated Damages**

9.1 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.

## **10. Resolution of Disputes**

10.1 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.

10.2 If, after thirty (30) days from the commencement of such informal negotiations both Parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

## **11. Language and Law**

11.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

## **12. Force Majeure**

12.1 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 IV: - SCHEDULE OF REQUIREMENTS AND PRICE SCHEDULE

Kenya Wildlife Service intends to dispose through Public Auction Boarded items in various stations

1. The items to be auctioned include:
  - Motor Vehicles, Boats
  - Motor vehicles spares, Tyres and Batteries
  - Scrap Metals
  - Computers and related items
  - Office furniture and Equipment
2. The auction centers on diverse dates to be advertised will be;
  - Voi ( Tsavo East)
  - Nairobi (central workshop-magadi road)
  - Meru (Meru National Park)

The auctioneer will be expected to cater for their own transport and accommodation in the various auction centres

The auctioneer to be selected will carry out auction whenever needed up to **19<sup>th</sup> June, 2020**.

Having read, examined and understood the Tender Document including all Addenda, receipt of which we hereby acknowledge, we, the undersigned Tenderer, offer to supply, .....(*Insert Service Description*) for the sum of.....(*Commission Percentage Offered*) or such other sums as may be ascertained in accordance with the schedule of prices inserted by me/ us above.

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

Name and Capacity of authorized person signing the Tender\_\_\_\_\_

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

Stamp of Tenderer\_\_\_\_\_

## SECTION V: SUMMARY EVALUATION PROCESS

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

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

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

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

6.2.1 Detailed Technical Evaluation through awarding scores against evidence submitted in response to technical information requested.

Tenders will proceed to the Financial Stage only if they qualify in compliance with this Part

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

6.3.1 This will include the following: -

a) *Confirmation of price submission and comparison.*

## SECTION VI - STANDARD TENDER FORM

### i) FORM OF TENDER

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

Tender No: \_\_\_\_\_

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

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addendum Nos..... *[Insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services for..... *[Description of Service]* 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 our services in accordance with the delivery schedule specified in the Schedule of Requirements.

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

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

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

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

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

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[In the capacity of]*

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

**(ii) KWS BUSINESS QUESTIONNAIRE:**

**FORM 2 Serial No**.....

**TENDER NO** .....

**Supply Of** .....

**Name of the firm** .....

**Date issued**.....

The information provided in this form will enable Kenya Wildlife Service to assess your eligibility to participate in the tendering process and your competence in supplying the services in the tender. Kenya Wildlife Service 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 Address .....

Tel No .....

Fax: .....

Cell Phone.....

Email.....



Webpage.....

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 .....

1.8 Expiring date .....

1.9 Who are your Principal Bankers .....

Branch .....

**1.10 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 HOLDERS	NATIONALITY	CITIZENSHIP	OWNERSHIP (SHARES)
1				
2				
3				

4				
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**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...
- 2.4 Are you or your servants or agents subject of legal proceedings (Attach 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.....

**You must attach copies of your**

1. Business Registration Certificate,
2. VAT certificate,

### 3. PIN Number and

The recent 3 years Audited Accounts copies of the bank statements for the last 6 months for your application to be considered.

#### **C: CAPABILITY AND COMPETENCE TO DELIVER GOODS OR SERVICE:**

2.6 How many employees do you have? .....How many are Permanent?  
.....How many are Temporary?.....

2.7 Who are your major customers/clients and what is their telephone contact?

	NAME OF ORGANIZATION	VALUE OF BUSINESS	CONTACT PERSON	TEL NO
1				
2				
3				
4				
5				

2.8 What is the Maximum value of business which you can handle at any one time: Kshs.....

2.9 If your firm is pre-qualified or awarded the tender, will you abide by the agreed delivery period and supply the services within the given specifications by Kenya Wildlife Service? Yes .....No.....?

#### **D: PAST AND CURRENT PERFORMANCE AND EXPERIENCE**

2.10 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 Kenya Wildlife Service? If yes, please provide the name(s) of those firm(s), their address, and their nature of business and indicate the relationship with the company making this application.

<b>Name of Firm</b>	<b>Address</b>	<b>Nature of Business</b>	<b>Relationship</b>

2.11 Is the firm making this application currently or in previous periods been contracted to provide services to Kenya Wildlife Service? Yes.....No.....

If yes, please indicate hereunder the financial year, the services that you provided and their total value.

Financial Year	Services Provided	Total value

2.12 Have you at any one time been issued with a Purchase Order by the Kenya Wildlife Service and failed to deliver the services without assigning any reason for your action? Yes.....No.....

2.13 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.....

2.14 If you are a current or previous period supplier of services to Kenya Wildlife Service, have you at any one time been issued with a letter of cancellation of LPO for failure to provide services within the agreed time ?

Yes.....No.....

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

2.16 The Position in the company of the person making this application.....

Signature.....Date.....

OFFICIAL STAMP HERE:

### iii) TENDER SECURITY FORM

Whereas..... [Name of the tenderer] (Hereinafter called "the tenderer") has submitted its tender dated ..... [Date of submission of tender] for the supply of.....

.....  
[Name and/or description of the service] (Hereinafter called "the Tender").....

KNOW ALL PEOPLE by these presents that WE.....Of.....

.....having our registered office at ..... (Hereinafter called "the Bank/Insurance company"), are bound unto KWS (hereinafter called "Kenya Wildlife Service") in the sum of .....for which payment well and truly to be made to the said KWS, the Bank/Insurance company binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank/Insurance Company this \_\_\_\_ day of \_\_\_\_\_20\_\_\_\_

THE CONDITIONS of this obligation are:

1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by KWS during the period of tender validity:
  - (a) Fails or refuses to execute the Contract Form, if required; or
  - (b) Fails or refuses to furnish the performance security, in accordance with the Instructions to tenderers;

We undertake to pay to KWS up to the above amount upon receipt of its first written demand, without KWS having to substantiate its demand, provided that in its demand KWS will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

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[Signature of the bank/insurance company]

#### iv) CONTRACT FORM

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

**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 service]* (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. DECLARATION FORM FOR NON-CORRUPT PRACTICES**

Date: .....

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

The Bidder (name and address).....  
.....  
.....  
.....

declares the following:

- (a) Has not been debarred from participating in public procurement.
- (b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....  
(Signature) (Date)

Official Stamp:.....  
**(To be signed by authorized representative and officially stamped)**